

IN THE STATE OF SOUTH CAROLINA

In The Court of Appeals

**APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas**

O. Davie Burgdorf, Master In Equity

Case No. 2007-CP-38-807

Deutsche Bank National Trust Company as Trustee
For the Holders of New Century Home Equity Loan
Trust, Series 2005-A, Asset Backed Pass-Through
Certificates.....Respondent,
v.

Laura Toney, LaSalle Bank National Association, as
Trustee for the Registered Holders of Structured Asset
Securities Corporation, Structured Asset
Investment Loan Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and LaSalle Bank
National Association, Trustee for Lehman Brothers
Structured Asset Investment Loan Trust Sail 2005-2

Defendants,

OF WHOM Laura T. Toney a/k/a Laura A. Toney is the
Appellant.

Appellate Case No. 2011-191107

RECEIVED

MAR 07 2013

SC Court of Appeals

RECORD ON APPEAL

Laura Toney
P.O. Box 722
Bishopville, SC 29010

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STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As Trustee
For The Holders Of New Century Home Equity Loan
Trust, Series 2005-A, Asset Backed Pass-Through
Certificates

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle Bank
National Association, as Trustee for the registered
holders of Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust, Mortgage
Pass-Through Certificates, Series 2004-11 and
LaSalle, Bank National Association, Trustee for
Lehman Brothers Structured Asset Investment Loan
Trust Sail 2005-2,

DEFENDANT(S).

F27-02370

IN THE COURT OF COMMON PLEAS

MOTION AND
ORDER OF REFERENCE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2007-CP-38-807

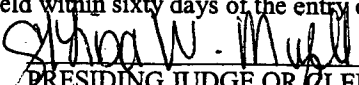
DEFICIENCY WAIVED

FILED FOR RECORD
DESA WATKINS
CLERK OF COURT
2007 DEC 17 PM 2:33

It appearing pursuant to Rule 53 – SCRCP, that the parties hereto (excluding those defendants in default as shown by the annexed Affidavit of Default) have agreed and stipulated that the issue in this action be referred to O. Davie Burgdorf, as Master in Equity for the above-entitled County, and that the Master in Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules; now, on motion of the undersigned attorney for the Plaintiff, by and with the consent of the Attorneys for the answering defendants, if any,

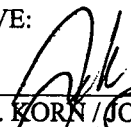
IT IS ORDERED that this case be referred to O. Davie Burgdorf, as Master in Equity to direct entry of final judgment in this action under Rule 53 (b), SCRCP. Any appeal from the final judgment entered by the Master in Equity shall be directly to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

The hearing in this matter is scheduled for January 9, 2008 at 10:30 am before the Master in Equity. Pursuant to such order as may be entered subsequent to this hearing, the property may be sold at either the traditional sales date or on such other date as may be designated by the Master, after due advertisement. The hearing in this matter must be held within sixty days of the entry on this order.


PRESIDING JUDGE OR CLERK OF COURT

Orangeburg, South Carolina
12-17, 2007.

I SO MOVE:


PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / BRETT F. KLINE
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As
Trustee For The Holders Of New Century Home
Equity Loan Trust, Series 2005-A, Asset Backed
Pass-Through Certificates

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle
Bank National Association, as Trustee for
registered holders of Structured Asset Securities
Corporation, Structured Asset Investment Loan
Trust, Mortgage Pass-Through Certificates, Series
2004-11 and LaSalle, Bank National Association,
Trustee for Lehman Brothers Structured Asset
Investment Loan Trust Sail 2005-2,
DEFENDANT(S).

F27-02370

IN THE COURT OF COMMON PLEAS

AFFIDAVIT OF DEFAULT

(NON-JURY MORTGAGE FORECLOSURE)
C/A NO: 2007-CP-38-807

DEFICIENCY WAIVED

FILED FOR RECORD
JESSA W. ANZILLO
CLERK OF COURT
ORANGEBURG COUNTY
2007 DEC 17 PM 3:33

PERSONALLY appeared before me, the undersigned attorney, who first being duly sworn,
deposes and says:

That he is one of the attorneys for the Plaintiff above named; that the Summons and Complaint were served upon the Defendants Laura T. Toney a/k/a Laura A. Toney, LaSalle Bank National Association, as Trustee for the registered holders of Structured Asset Securities Corporation, Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-11 and LaSalle, Bank National Association, Trustee for Lehman Brothers Structured Asset Investment Loan Trust Sail 2005-2, and that more than Thirty (30) days have expired, since such service during which time the Defendants Laura T. Toney a/k/a Laura A. Toney

and LaSalle Bank National Association, as Trustee for the registered holders of Structured Asset Securities Corporation, Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-11, have failed to answer, appear or otherwise plead in this cause and, consequently, said Defendants are now in default.

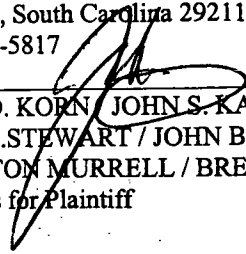
KORN LAW FIRM, P.A.

P.O. Box 11264

1300 Pickens Street

Columbia, South Carolina 29211-1264

(803) 252-5817

BY: 

PETER D. KORN / JOHN S. KAY

ALAN M. STEWART / JOHN B. KELCHNER

H. GUYTON MURRELL / BRETT F. KLINE

Attorneys for Plaintiff

SWORN to before me this

12 Day of December, 2007.

 (SEAL)

Notary Public for South Carolina

My Commission Expires June 4, 2017

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As Trustee
For The Holders Of New Century Home Equity Loan
Trust, Series 2005-A, Asset Backed Pass-Through
Certificates

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle Bank
National Association, as Trustee for the registered
holders of Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust, Mortgage
Pass-Through Certificates, Series 2004-11 and
LaSalle, Bank National Association, Trustee for
Lehman Brothers Structured Asset Investment Loan
Trust Sail 2005-2,

DEFENDANT(S).

F27-02370

IN THE COURT OF COMMON PLEAS

AFFIDAVIT OF
NON-MILITARY SERVICE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2007-CP-38-807

DEFICIENCY WAIVED

FILED FOR RECORD
LISA V. JAMES
CLERK OF COURT
ORANGEBURG
2007 DEC 17 PM 2:33

PERSONALLY appeared before me the undersigned attorney, who first being duly sworn,
deposes and says:

That he is familiar with the provisions of 50 App. Section 520, Civil Relief Act of 1940, and to
induce the Court to enter a default judgment against the Defendant Laura T. Toney a/k/a Laura A. Toney,
represents to the Court that from his file in this matter, and on information and belief based on the
hereinafter enumerated facts, the Defendant above named is not in the Military Service of the United States
and is not entitled to the protection of the Civil Relief Act of 1940 and Amendments thereto.

The source of information on which I base my belief is as follows: Research made by the KORN
LAW FIRM, P.A. and Deutsche Bank National Trust Company As Trustee For The Holders Of New
Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates, Plaintiff herein.

KORN LAW FIRM, P.A.

P.O. Box 11264

1300 Pickens Street

Columbia, South Carolina

29211-1264 (803) 252-5817

BY:

PETER D. KORN / JOHN S. KAY

ALAN M. STEWART / JOHN B. KELCHNER

H. GUYTON MURRELL / BRETT F. KLINE

Attorneys for Plaintiff

SWORN to before me this 12 day of December, 2007.

Renée M. Cummings (SEAL)

Notary Public for South Carolina

My Commission Expires June 4, 2017

**KORN LAW FIRM, P. A.
POST OFFICE BOX 11264,
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211
(803) 252-5817**

December 12, 2007

Clerk of Court
PO Box 9000
Orangeburg, SC 29116-9000

RE: Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates vs. Laura T. Toney a/k/a Laura A. Toney, LaSalle Bank National Association, as Trustee for the registered holders of Structured Asset Securities Corporation, Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-11 and LaSalle, Bank National Association, Trustee for Lehman Brothers Structured Asset Investment Loan Trust Sail 2005-2,
Docket No. 2007-CP-38-807
Our file No. F27-02370

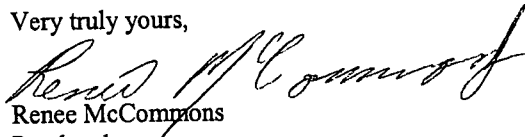
Dear Clerk of Court:

Enclosed please find the original and two copies of the proposed Order of Reference, Affidavit of Default and Affidavit of Non-Military Service for the above foreclosure action, along with our check in the amount of \$25.00. Please have the originals signed and filed and return a clocked copy to us in the enclosed envelope.

This is a foreclosure case that should, pursuant to Rules 53 and 71 of the South Carolina Rules of Civil Procedure, be referred to a Master-In-Equity or Special referee. Pursuant to Rule 53(b), the Order of Reference may be signed by the Clerk of Court or a Circuit Court Judge.

Your assistance is very much appreciated.

Very truly yours,


Renee McCommons
Paralegal

Cc with check: The Honorable O. Davie Burgdorf (\$125.00)
Orangeburg County Master in Equity
PO Box 9000,
Orangeburg, SC 29116-

Cc: Elizabeth R. Polk, Esq.
Scott Law Firm, P.A.
P.O. Box 2065
Columbia, SC 29202

STATE OF SOUTH CAROLINA

COUNTY OF OrangeburgDeutsche Bank National Trust Company, et al.
☒ Plaintiff

IN THE COURT OF COMMON PLEAS

F27-02370CASE NO. 2007 - CP - 38 - 807MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

v.

Laura T. Toney, et al.☐ Defendant.

Plaintiff's Attorney:

Bar No.

Address:

phone:

e-mail:

other:

Defendant's Attorney:

, Bar No.

Address:

phone:

e-mail:

fax:

other:

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Order of Reference

Estimated Time Needed:

Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion/Order Type

- ☐ Written motion attached
☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff / ☐ DefendantDate submitted 12/13/07

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$25.00☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.☐ Other:

JUDGE

CODE:

Date:

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

☐ MOTION FEE COLLECTED: _____☐ CONTESTED - AMOUNT DUE: _____

**KORN LAW FIRM, P. A.
POST OFFICE BOX 11264,
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211
(803) 252-5817**

May 12, 2008

Orangeburg County Clerk of Court
P.O. Drawer 9000
Orangeburg, SC 29116

Re: Deutsche Bank v. Laura Toney, et al
Case No. 2007-CP-38-807
File No. F27-02370

FILED FOR RECORD
LISA W. HIZELL
CLERK OF COURT
ORANGEBURG, SC
2008 MAY 13 A 11:17

Dear Sir or Madam:

Please be advised that a supplemental hearing has been set in the above-referenced matter on Defendant's Motion for Relief from Judgment pursuant to Rule 60 and Plaintiff's Motion for Sanctions before the Honorable O. Davie Burgdorf on August 27, 2008 beginning at 10:30 a.m. at Orangeburg County Courthouse, 190 Gibson Street, Orangeburg, South Carolina. Plaintiff's counsel has arranged for a court reporter to be present at the hearing.

Very truly yours,

H. Guyton Murrell

cc:
Orangeburg County Master-in-Equity
P.O. Drawer 9000
Orangeburg, SC 29116

Kenneth Young, Esquire
23 W. Calhoun Street
Sumter, SC 29150

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As
Trustee For The Holders Of New Century
Home Equity Loan Trust, Series 2005-A,
Asset Backed Pass-Through Certificates

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust,
Mortgage Pass-Through Certificates, Series
2004-11 and LaSalle, Bank National
Association, Trustee for Lehman Brothers
Structured Asset Investment Loan Trust Sail
2005-2,

DEFENDANT(S).

F27-02370

IN THE COURT OF COMMON PLEAS

TRANSCRIPT OF TESTIMONY

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2007-CP-38-807

DEFICIENCY WAIVED

FILED FOR RECORD
LISA W. MIZELL
CLERK OF COURT
ORANGEBURG, SC

2008 JAN 10 PM 3:14

Pursuant to the Order of Reference granted in the above cause of action, a hearing was held before O. Davie Burgdorf, as Master in Equity for Orangeburg County, attended by counsel as follows:

APPEARANCES: PETER D. KORN / JOHN S. KAY / DEAN A. HAYES
ALAN M. STEWART / H. GUYTON MURRELL
BRETT F. KLINE / JOHN B. KELCHNER

KORN LAW FIRM, P.A.
Attorneys for Plaintiff;

REPORTED BY: Regina Watts
Court Reporter

BY THE MASTER: Attorney for the Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Orangeburg County on June 26, 2007.

Attorney for the Plaintiff also calls attention to the filing of the Summons and Complaint in said Office of the Clerk of Court on June 26, 2007, and to the designation of same as Civil Action Number 2007-CP-38-807 in the Court of Common Pleas.

MORTGAGE NOTE identified, offered and
received in evidence as Plaintiff's Exhibit One.

I have next in my possession, the original Mortgage given to secure that Mortgage Note just offered into evidence and containing terms identical thereto. This instrument was given by Laura T. Toney, unto New Century Mortgage Corporation on June 23, 2005, and was recorded in the Office of the Register of Deeds for Orangeburg County on June 1, 2005, in Mortgage Book 1587 at Page 104. This instrument conveys the property more fully described in the Complaint.

The above referenced instrument constitutes a first lien on the subject property.

a copy of 000
I ~~would~~ offer the original Mortgage into evidence as Plaintiff's Exhibit Two.

ORIGINAL MORTGAGE identified, offered and
received in evidence as Plaintiff's Exhibit Two

Thereafter, by virtue of an assignment dated October 29, 2005, recorded November 2, 2005, in Mortgage Book 1641 at page 51, New Century Mortgage Corporation assigned said mortgage unto Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates. Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates is present lien holder and Plaintiff herein.

That the Defendant, LaSalle Bank National Association, as Trustee for the registered holders of Structured Asset Securities Corporation, Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-11, is made a party by virtue of a Deficiency Judgment against Laura A. Toney a/k/a Laura T. Toney in Civil Action Case # 2005-CP-31-169.

That the Defendant, LaSalle Bank National Association, Trustee for Lehman Brothers Structured Asset Investment Loan Trust Sail 2005-2, is made a party by virtue of a Lis Pendens, dated April 11, 2007 and recorded April 13, 2007 in a pending Foreclosure action against Laura A. Toney a/ka Laura T. Toney and identified as Civil Action Case # 2007-CP-38-446. This action concerned a separate parcel that was erroneously included in the instant Plaintiff's mortgage legal description.

The Defendant Laura T. Toney, who is the record titleholder(s) of the property sought to be foreclosed, failed and refused to make the monthly payments which became due on June 1, 2006. All subsequent payments are likewise in default. Demand has been made upon the Defendant(s) for payment of same and after demand, the payments remain in default. Upon default, the Plaintiff elected to exercise its option clearly contained in the Mortgage instruments to declare the entire remaining principal and interest due and payable. The principal balance due

May 31, 2007
Dismissed

on the Note and Mortgage at the present time is Fifty-Four Thousand One Hundred Fifty-Six And 73/100 (\$54,156.73) Dollars. The Plaintiff has computed interest at the Contract rate of 10.60 percent per annum from May 1, 2006, which was the date of the last paid installment through January 9, 2008, and has determined this amount to be Nine Thousand Six Hundred Ninety-Three And 42/100 (\$9,693.42) Dollars. In addition to principal and interest as aforementioned, the Defendant(s) were required to pay certain funds monthly into an escrow account to defray the costs of taxes and insurance. This amount is likewise in default. There exists a deficit in this account at the present time of Three Thousand Two Hundred Ninety-Four And 38/100 (\$3,294.38) Dollars. The following is also due and owing on their account: One Hundred Ninety and 00/100 (\$190.00) for BPO / Appraisal charges. The following is also due and owing on their account: Two Hundred Eighty-Five And 50/100 (\$285.50) for Property Preservation. The following is also due and owing on their account: Two Thousand Seven Hundred Forty-Seven And 39/100 (\$2,747.39) for Corporate Advances. The following is also due and owing on their account: One Thousand Eight Hundred And 00/100 (\$1,800.00) for Bankruptcy Fees. The Plaintiff has computed the total late charges from the date of default through January 9, 2008, and has determined this amount to be Fifty And 16/100 (\$50.16). At this time the Plaintiff would direct the Court's Attention to the provisions of the Mortgage Note and Mortgage regarding the assessment of attorney's fees and costs and would show that it has expended the sum of Four Hundred Eighty-One And 00/100 (\$481.00) by way of filing fees and service costs prior to the hearing. In addition, in view of the size of the mortgage debt and the complexity of the foreclosure action, the Plaintiff would request for its attorney the sum of Three Thousand Eight Hundred And 00/100 (\$3,800.00), as a reasonable attorney's fee pending final accounting of this case.

That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

Examination of the Public records of Orangeburg County, contained in the Office of the Clerk of Court and Register of Deeds forward from the date of recording of that Mortgage sought to be foreclosed, up to and including the date and time of the filing of the Lis Pendens in this action reveals that no persons, firms or municipalities other than the parties to this action have any interest in, lien on or claim to this subject property by way of mortgage, judgment, assessment or otherwise.

The Plaintiff moves for foreclosure of its mortgage with equity of redemption barred, requesting that the proceeds of any public sale be disbursed in accordance with the prayer of the

Plaintiff's Complaint and further in accordance with the law and the custom of this Court applicable thereto.

By Elizabeth R. Polk, Esquire: Your Honor, I am an Attorney, and I represent the Defendant LaSalle Bank National Association, Trustee for Lehman Brothers Structured Asset Investment Loan Trust Sail 2005-2, I wish to call attention to the Answer filed by this defendant, assert that this is a lien upon the property in question, and request the Court to determine its priority and protect the lien of said defendant

All taxes have been paid through the year 2006.

I have nothing further at this time, Your Honor.

REFERENCE ADJOURNED.

Korn Law Firm

BY:


PETER D. KORN / JOHN S. KAY / DEAN HAYES

ALAN M. STEWART / H. GUYTON MURRELL

BRETT F. KLINE / JOHN B. KELCHNER

Columbia, South Carolina
January 09, 2008

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company as
Trustee for the Holders of New Century Home
Equity Loan Trust, Series 2005-A, Asset
Backed Pass-Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle
Bank National Association, as Trustee for the
registered holders of Structured Asset
Investment Loan Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and LaSalle Bank
National Association, Trustee for Lehman
Brothers Structured Asset Investment Loan
Trust Sail 2005-2,

DEFENDANTS,

IN THE COURT OF COMMON PLEAS

ORDER DENYING MOTION

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:2007-CP-38-807

DEFICIENCY WAIVED

08.24

March 23

F27-02370

This is an action for foreclosure as to certain realty located in Orangeburg County. Hearing was held on January 9, 2008 and a Decree of Foreclosure was filed on January 10, 2008. The foreclosure sale was held on February 4, 2008 and Plaintiff was the successful bidder. The Defendant Laura Toney filed a Motion to Vacate Order of Foreclosure and Sale on January 30, 2008. A hearing on the Defendant's motion was held on March 11, 2008. Appearing at the hearing were Plaintiff's counsel H. Guyton Murrell, the Defendant Laura Toney and her attorney Joseph Henry.

The Defendant's motion was based upon an alleged lack of notice of the foreclosure hearing. Defendant's counsel argued that the Defendant Laura Toney was denied the opportunity to present a defense due to the alleged lack of hearing notice. Plaintiff's counsel objected to the motion as moot since the Defendant was properly served and her default was not being contested.

The Defendant confirmed that service of process was proper and that no answer or responsive pleading had been timely filed. The only issue not deemed admitted due to the Defendant's default is the issue of attorney's fees. The Foreclosure Decree granted Plaintiff judgment in the amount of \$76,498.58, of which \$3,800.00 was an award of attorney fees. Plaintiff's right to a deficiency judgment was waived. Plaintiff was the successful bidder at foreclosure sale with a bid of \$40,000.00. Therefore, the debt was not contested and the issue of

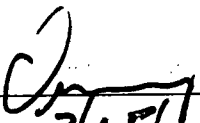
attorney fees did not impact upon the foreclosure sale as the successful bid was far less than the debt even without the inclusion of the attorney fee award. Upon argument by respective counsel, the Defendant withdrew her motion.

IT IS HEREBY ORDERED that the Defendant's motion to vacate the Decree of Foreclosure and Sale is deemed withdrawn and denied,

IT IS SO ORDERED.



Orangeburg County Master-in-Equity


_____, South Carolina
3/25/1, 2008

Sept. A, 2008

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company as
Trustee for the Holders of New Century Home
Equity Loan Trust, Series 2005-A, Asset
Backed Pass-Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle
Bank National Association, as Trustee for the
registered holders of Structured Asset
Investment Loan Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and LaSalle Bank
National Association, Trustee for Lehman
Brothers Structured Asset Investment Loan
Trust Sail 2005-2,

DEFENDANTS,

IN THE COURT OF COMMON PLEAS

C/A NO:2007-CP-38-807

ORDER AS TO PENDING MOTION

F27-02370

This is an action for foreclosure as to certain realty located in Orangeburg County. Hearing was held on January 9, 2008 and a Decree of Foreclosure was filed on January 10, 2008. The foreclosure sale was held on February 4, 2008 and Plaintiff was the successful bidder. The Defendant Laura Toney filed a Motion to Vacate Order of Foreclosure and Sale on January 30, 2008. A hearing on the Defendant's motion was held on March 11, 2008. The Motion was denied by Order filed March 26, 2008. The Defendant subsequently filed a Motion for Relief from Judgment pursuant to Rule 60 on April 14, 2008.

The Defendant's motion was based upon an alleged failure to serve a Lis Pendens with the Summons and Complaint. The motion also alleged the closing documents were in violation of South Carolina law due to being prepared by an out of state entity and not a South Carolina lawyer. The Defendant Laura Toney filed her motion pro se. Plaintiff filed a Motion for Sanctions against the Defendant. A hearing on the motion was held on August 27, 2008. Attorney Kenneth Young appeared as counsel for the Defendant Laura Toney at the hearing. H. Guyton Murrell appeared on behalf of the Plaintiff. Plaintiff's counsel objected to the appearance of attorney Young as counsel for the Defendant Laura Toney absent an order substituting counsel as required by Rule 11(b) S.C.R.C.P. Plaintiff's counsel further objected to the Defendant raising additional arguments in support of her motion that were not set forth in the motion as required by

Rule 7(b)(1) S.C.R.C.P. and as required by due process. The court has reserved these objections for later determination. This order deals solely with Defendant's request to obtain a handwriting analysis as to certain specified loan documents and the court's requirement that the Defendant post a bond.

At the hearing, the Defendant Laura Toney disputed the authenticity of her signature on two (2) specific documents, a Uniform Residential Loan Application dated May 23, 2005 and marked as Court's Exhibit 6 and a Note dated May 23, 2005 and marked as Court's Exhibit 8. The Defendant Laura Toney did not dispute the authenticity of her signature on the subject Mortgage, which had previously been submitted into evidence. The court grants the Defendant's request to supplement the record with a report by a handwriting examiner within thirty (30) days of the hearing, contingent upon the Defendant Laura Toney posting an appropriate bond with this court on or before September 4, 2008.

Plaintiff's counsel has a Motion for Sanctions pending before the court and submitted an Attorney's Fee Affidavit reflecting fees and costs of \$4,786.80 incurred in defending against the Defendant Laura Toney's post trial motions prior to this hearing. The Foreclosure Decree filed January 10, 2008 awarded Plaintiff judgment in the amount of \$76,498.58 with interest accruing at the rate of 10.60%. Therefore, the judgment has a per diem of \$22.22 accrual of interest and will accrue interest of \$666.66 during the thirty (30) day period. Therefore, the court orders that the Defendant Laura Toney will post a bond of no less than \$5,666.66 with this court on or before September 4, 2008. The court further orders that upon any failure of Laura Toney to post the required bond, the court will forgo any further consideration of her request to obtain a handwriting analysis as to the two (2) specified documents. The objections by Plaintiff's counsel are fully noted and preserved for determination by this court pending the Defendant Laura Toney posting the required bond and obtaining a handwriting analysis as required by this order. The court specifically rules that no further argument shall be entertained from the Defendant Laura Toney or her counsel in this matter and the report shall be limited to an opinion on the authenticity of her signature on the two (2) specified documents only.

IT IS SO ORDERED.

Orangeburg County Master-in-Equity

_____, South Carolina
_____, 2008

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company as
Trustee for the Holders of New Century Home
Equity Loan Trust, Series 2005-A, Asset
Backed Pass-Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle
Bank National Association, as Trustee for the
registered holders of Structured Asset
Investment Loan Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and LaSalle Bank
National Association, Trustee for Lehman
Brothers Structured Asset Investment Loan
Trust Sail 2005-2,

DEFENDANTS,

IN THE COURT OF COMMON PLEAS

C/A NO:2007-CP-38-807

**ORDER DENYING DEFENDANT
TONEY'S MOTION FOR
RECONSIDERATION**

F27-02370

This is an action for foreclosure as to certain realty located in Orangeburg County. A hearing was held on January 9, 2008 and a Decree of Foreclosure was filed on January 10, 2008. The foreclosure sale was held on February 4, 2008 and Plaintiff was the successful bidder. The Defendant Laura Toney filed a pro se Motion to Vacate Order of Foreclosure and Sale on January 30, 2008. The Defendant's motion was denied by Order filed March 26, 2008. The Defendant subsequently filed a pro se Motion for Relief from Judgment pursuant to Rule 60 on April 14, 2008. Hearings on the Defendant's motion were held May 6, 2008, August 27, 2008 and September 16, 2008. The Defendant's Motion for Relief from Judgment pursuant to Rule 60 was denied by Order filed December 11, 2008.

By letter dated December 22, 2008, the Defendant Laura Toney subsequently submitted a Motion for Reconsideration of the Order denying her motion for reconsideration. The Defendant Laura Toney also filed a Chapter 13 Bankruptcy on December 30, 2008 as Case no. 08-08382-dd. The Defendant Laura Toney scheduled a hearing for February 11, 2009 on the reconsideration motion and mailed a notice of hearing to plaintiff's counsel on January 23, 2009. The hearing notice by Defendant Laura Toney failed to provide notice to all parties and Plaintiff's counsel served a notice of hearing on all parties dated January 27, 2009. The hearing notice by Plaintiff's counsel expressly referenced the pending bankruptcy case and confirmed that Plaintiff was

appearing "for the purpose of defending the Plaintiff's interests only and should not be interpreted as a violation of the automatic stay as the hearing has been requested and scheduled by the Defendant Laura Toney". By motion dated February 3, 2009, the Defendant Laura Toney requested a continuance on the basis that she was considering hiring another attorney and the date she had previously scheduled for the motion was not convenient. The Defendant Laura Toney did not appear at the hearing on February 11, 2009. The Defendant's bankruptcy attorney appeared by telephone and alleged Plaintiff's counsel to be in violation of the automatic stay by scheduling the hearing. Plaintiff's counsel formally responded to the allegation by letter dated February 11, 2009, which provided a copy of the initial hearing notice prepared by Defendant Laura Toney. Due to the Defendant's failure to appear at her own hearing, the motion was considered abandoned by the court.

The Defendant's Chapter 13 Bankruptcy case was dismissed by order filed April 21, 2009. The Defendant Laura Toney subsequently scheduled a hearing for February 8, 2011. The hearing was attended by plaintiff's counsel Guyton Murrell. The Defendant Laura Toney also appeared pro se.

At the commencement of the proceedings, Plaintiff's counsel objected to the hearing due to the motion being denied and considered abandoned by the court's bench ruling at the hearing of February 11, 2009 and due to the Defendant's failure to pursue the motion despite her latest bankruptcy being dismissed April 21, 2009. Plaintiff's counsel further objected due to the Defendant's failure to submit any supporting affidavits in support of the motion. The court listened to arguments of the respective parties. The Defendant Laura Toney did not present any new evidence in support of her current motion. The arguments she has made and the evidence she has presented in support of the motion were previously considered by the court. Therefore, the Defendant's motion to reconsider the denial of the previous motion for reconsideration is denied.

IT IS SO ORDERED.

Orangeburg County Master-in-Equity

_____, South Carolina
_____, 2011

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company as
Trustee for the Holders of New Century Home
Equity Loan Trust, Series 2005-A, Asset
Backed Pass-Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle
Bank National Association, as Trustee for the
registered holders of Structured Asset
Investment Loan Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and LaSalle Bank
National Association, Trustee for Lehman
Brothers Structured Asset Investment Loan
Trust Sail 2005-2,

DEFENDANTS,

IN THE COURT OF COMMON PLEAS

C/A NO:2007-CP-38-807

ORDER DENYING DEFENDANT
TONEY'S MOTION FOR RELIEF FROM
JUDGMENT

ATTEST: TRUE COPY

[Signature]

CLERK OF COURT

ORANGEBURG COUNTY, SOUTH CAROLINA

F27-02370

This is an action for foreclosure as to certain realty located in Orangeburg County. A hearing was held on January 9, 2008 and a Decree of Foreclosure was filed on January 10, 2008. The foreclosure sale was held on February 4, 2008 and Plaintiff was the successful bidder. The Defendant Laura Toney filed a pro se Motion to Vacate Order of Foreclosure and Sale on January 30, 2008. A hearing on the Defendant's motion was held on March 11, 2008. Appearing at that hearing was Plaintiff's counsel H. Guyton Murrell. Also appearing were the Defendant Laura Toney. Attorney Joseph Henry appeared at that hearing as counsel for the Defendant Laura Toney. The Defendant's motion was denied by Order filed March 26, 2008.

The Defendant subsequently filed a pro se Motion for Relief from Judgment pursuant to Rule 60 on April 14, 2008. The Defendant's motion was based upon an alleged failure to serve a Lis Pendens with the Summons and Complaint. The motion also alleged the closing documents were in violation of South Carolina law due to being prepared by an out of state entity and not a South Carolina lawyer. The Defendant Laura Toney filed her motion pro se. Plaintiff filed a Motion for Sanctions against the Defendant Laura Toney due to the Motion being frivolous on its face. An initial hearing on Defendant's Rule 60 Motion was held on May 6, 2008. Appearing at the hearing were Plaintiff's counsel H. Guyton Murrell. Also in attendance was the Defendant Laura Toney. Attorney Kenneth Young appeared as counsel for the Defendant Laura Toney at

the hearing. Plaintiff's counsel objected to the appearance of attorney Young as counsel for the Defendant Laura Toney absent an order substituting counsel as required by Rule 11(b) S.C.R.C.P. Plaintiff's counsel further objected to the Defendant raising additional arguments in support of her motion that were not set forth in the motion as required by Rule 7(b)(1) S.C.R.C.P. and as required by due process. Due to the seriousness of the Defendant's allegations, the court gave the Defendant Laura Toney and attorney Young wide latitude in presenting their arguments and evidence. But such latitude was afforded to the Defendant subject to Plaintiff's pending motion for sanctions.

At the initial hearing held May 6, 2008, Defendant's counsel admitted that the allegations as to a Lis Pendens not being served with the pleadings was not a valid basis for objection to the foreclosure. The sole remaining issue as set forth in Defendant's motion was an allegation that the closing documents were prepared out of state. The Defendant's pro se motion does not accurately state the holding of State v. Buyers Service, 292 S.C. 426, 357 S.E.2d 15 (1987) and Doe v. McMaster, 355 S.C. 306, 585 S.E.2d 773 (2003) line of cases. The holding of these cases does not state that the closing attorney must prepare every single document to be used in the closing. To the contrary, the McMaster case was a petition to the Supreme Court in its original jurisdiction to determine if a proposed business association of a South Carolina attorney with a lender bank and a title company would violate the prohibition against the unauthorized practice of law. The holding in the case was that as long as the attorney did not abdicate his duty to perform or supervise the four (4) areas set forth in the opinion, the proposed business arrangement did not violate the prohibition. In simple terms, an attorney has to discharge their duties as an attorney and cannot merely show up to "sign off" on the loan documents as a mere witness. As to the preparation of loan documents, the Court held "Lender may prepare legal documents for use in refinancing a loan for real estate as long as an independent attorney reviews and corrects, if needed, the documents to ensure their compliance with law."

Plaintiff's counsel objected at hearing to the Defendant Laura Toney testifying as to any matters not set forth by supporting affidavit as required by Rule 6(d) S.C.R.C.P. As previously noted, the court afforded the Defendant Laura Toney and her attorney wide latitude in presenting their arguments and any evidence, although such latitude was with the Defendant's full realization of Plaintiff's pending motion for sanctions. In her testimony, the Defendant Laura Toney presented testimony that the disbursement of funds she received from the subject loan was made by the mortgage broker rather than the closing attorney:

Q: Ms. Toney, I know you are going to be asked this question. Did you get \$11,102.61 as a result of this closing?

A: I recall getting a check. I don't recall the exact amount.

Q: Did you get it from the attorney or from someone else?

A: I received the broker, I got it from the broker.

(Transcript of May 6, 2008 hearing, p.16, lines 11 -17)

These allegations were not set forth anywhere in Defendant's motion and were raised for the first time in her testimony. If the Defendant's testimony were true, it would establish a prima facie case of the prohibited loan closing practice of permitting a non-attorney to make disbursements. Due to the serious nature of these allegations, the court scheduled the matter for a subsequent hearing so that the closing attorney's appearance and testimony could be subpoenaed.

A second hearing on the Defendant's motion was held on August 27, 2008. Prior to hearing, Plaintiff's counsel submitted an affidavit from the closing attorney Michael May confirming that he had discharged all of the duties required of him as a closing attorney under the State v. Buyer Services and Doe v. McMaster line of cases. Specifically, the affidavit included a copy of the cancelled disbursement check confirming that the loan disbursements were made by the closing attorney from his attorney trust account and not by the mortgage broker. Plaintiff's counsel also submitted an affidavit from the closing attorney's paralegal Tracey Kirkpatrick that confirmed she witnessed the Defendant Laura Toney execute the loan documents and that attorney May's office had made the loan disbursements. Attorney May and Tracey Kirkpatrick also testified at the hearing. Based upon the testimony of attorney May and Ms. Kirkpatrick, as well as the cancelled disbursement checks, the court finds the disbursements were made from the attorney's trust account as required.

Defendant's counsel subpoenaed the testimony and any loan file in the possession of the mortgage broker, Daniel Green. Plaintiff's counsel objected to the testimony of the mortgage broker on the basis that Plaintiff's counsel was not served with a copy of the subpoena prior to trial as required by Rule 45(b)(1) S.C.R.C.P. Despite the failure to provide Plaintiff's counsel notice of the subpoena as required, the court permitted the mortgage broker to testify. Mr. Green testified that he attended the loan closing and that he did not see any irregularities to the loan closing.

The Defendant Laura Toney again testified over the objections of Plaintiff's counsel. In her testimony, the Defendant Laura Toney claimed that she had not signed the promissory note or the loan application. These allegations were not raised in her filed motion or in her previous testimony. Defendant's counsel requested that the Defendant be permitted to obtain and submit a handwriting analysis of her signature on the two documents. By Order dated September 3, 2008 and filed September 4, 2008, the Defendant Laura Toney was granted leave of court to obtain and submit a handwriting analysis as to the two documents and required to post a bond of no less than

\$5,666.66 on or before September 6, 2008. The order further stated that upon any failure of the Defendant Laura Toney to post the required bond, the court would forgo any further consideration of her request to obtain a handwriting analysis as to the two (2) specified documents. By letter dated September 3, 2008, Defendant's counsel submitted a handwriting analysis by Mickey Dawson of Dawson Questioned Document Lab, LLC. The Defendant Laura Toney did not post the bond as required by the bench ruling of August 27, 2008 and the September 4, 2008 Order.

The court held a third and final hearing on Defendant Laura Toney's Rule 60 Motion on September 16, 2008. Mr. Dawson testified at hearing that he performed an analysis of the two documents by comparing the signatures on those documents to other signatures of Laura Toney that he used as control examples. Based upon his analysis, he offered an opinion that "suggested" the signatures on the two documents could be non-authentic. However, cross-examination of Mr. Dawson by Plaintiff's counsel established serious flaws in Mr. Dawson's analysis. First, Mr. Dawson admitted that a person's signature could be affected by the person's mental and physical condition at the time of writing. Mr. Dawson did not question the Defendant Laura Toney as to her mental or physical condition either at the time the documents would have been signed or at the time the control samples would have been written. Mr. Dawson further admitted that pens can have different writing qualities and he had not compared the signatures on the questioned documents to the signature made on other documents from the loan closing where the signature is not disputed. Yet the most serious flaw in Mr. Dawson's analysis was that the writing samples used by Mr. Dawson as his control samples were from documents provided to him by the Defendant Laura Toney and he could not independently verify her signature on those documents used as his control samples. The court finds that the analysis offered by Mr. Dawson lacks an appropriate foundation for reliability and is of no probative value.

A further troubling aspect of the case came to light in the cross-examination of Mr. Dawson by Plaintiff's counsel. The court coordinated the scheduling of this case with Mr. Dawson's appearance in another case for the Defendant, LaSalle Bank v. Laura Toney, et al., Case No. 2007-CP-38-686. When questioned about how many cases he had performed a handwriting analysis for the Defendant Laura Toney, Mr. Dawson he stated that he had performed an analysis on two (2) cases: the present case and a prior case in Lee County, LaSalle Bank v. Laura Toney, Case No. 2005-CP-31-168. The analysis performed by Mr. Dawson in the Lee County matter (2005-CP-31-168) was submitted by the Defendant Laura Toney as an analysis of the documents in the later case (2007-CP-38-686). Defendant claimed that this submission was done in error and was not a conscious effort to submit false evidence to the court.

Plaintiff's counsel argued that the submission of false evidence in the prior case was part of the pattern of bad faith and dilatory tactics employed by the Defendant Laura Toney in both the present case and prior litigation.

Whether to grant or deny a motion under Rule 60 (b) lies within the sound discretion of the Judge. Rule 60(b), S.C.R.C.P.; Raby Constr., L.L.P. v. Orr, 358, S.C. 10, 17-18, 594 S.E.2d 478, 482 (2004). The Court finds that the Defendant Laura Toney has failed to set forth any convincing or probative evidence that would entitle her to the relief requested. Furthermore, Plaintiff's counsel submitted the case of Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003). The Schmauch case has similar facts to the present case. The appellant denied her signature on a collateral agreement was genuine, although she admitted that it was her intent to sign such an agreement and that she had made payments on the agreement. The South Carolina Court of Appeals concluded that the appellant intended to pledge the collateral and based upon the appellant's stated intent and course of conduct, the trial court correctly ruled that she signed the document. In this case, the Defendant Laura Toney admitted that she intended to sign a promissory note but denies the genuineness of her signature on the document. She admits signing the mortgage, admits that the loan proceeds were used to payoff a prior lien and that she made payments upon the note. At a prior motion hearing in this matter, the Defendant Laura Toney admitted that she had been properly served with the pleadings and had not filed a responsive pleading within the time permitted. Therefore, the Defendant Laura Toney was properly found to be in default in the Foreclosure Decree and the allegations of the complaint were deemed admitted. The court further notes that a prior foreclosure action on the subject debt was filed as Deutsche Bank v. Laura Toney, et al, Case No. 2005-CP-38-1141 and Laura Toney was in default in that action as well. The delinquent account was reinstated and the action was dismissed by the Plaintiff prior to judgment. Based upon the arguments of counsel and the evidence presented, the court finds that the Defendant's Motion for Relief from the Judgment pursuant to Rule 60(b) S.C.R.C.P. is denied.

The last issue to be decided by the court is Plaintiff's motion for sanctions. As previously stated, the court permitted the Defendant Laura Toney and her counsel great deference in presenting allegations and evidence. The Defendant's motion as filed is frivolous as it does not set forth any substantive or procedural grounds for the granting of the relief requested. All of the subsequent allegations were raised by Defendant Laura Toney's testimony without any amendment of her motion. The Defendant Laura Toney has failed to prove those allegations. As to her allegation that the loan proceeds were disbursed by the mortgage broker rather than the closing attorney, the testimony and documentary evidence conclusively established that her

allegations were wholly without merit. The Defendant Laura Toney submitted the handwriting analysis by Mr. Dawson without the required bond being posted in direct violation of the court's bench ruling at the August 27, 2008 hearing and as set forth in the Order filed September 4, 2008.

Plaintiff's counsel has submitted, and the court has taken judicial notice, of the multitude of litigation involving the Defendant Laura Toney. The Defendant's first Chapter 13, Case No. 2006-3028, was dismissed due to Laura Toney's failure to appear at the first meeting of creditors. The Defendant's next Chapter 13, Case No. 2006-4333, was dismissed due to Laura Toney's failure to file the required statements and schedules. The Defendant's third Chapter 13, Case No. 2006-5381 was also dismissed due to her failure to file all the required statements and schedules. The Plaintiff's counsel also submitted into evidence Schedule B from this Chapter 13 filing wherein Laura Toney stated under oath that she had no "contingent and unliquidated counterclaims claims of every nature, including ... counterclaims of the debtor and rights to setoff claims". This sworn statement by the Defendant Laura Toney in prior litigation would clearly act as judicial estoppel from her adopting a contrary position in the present case. The Defendant's fourth Chapter 13, Case No. 2007-234, was dismissed with a specific finding by the United States Bankruptcy Court that the Defendant Laura Toney filed the fourth bankruptcy in bad faith. The Defendant Laura Toney filed a fifth bankruptcy case as a Chapter 7, Case 2007-1978, that was also dismissed with a finding that the case was filed in bad faith. These orders with findings of bad faith entered by the United States Bankruptcy Court are unappealed and clearly establish a pattern of bad faith in prior litigation in the United States Bankruptcy Court. The Defendant Laura Toney admitted in her testimony that these bankruptcies were filed in an effort to frustrate a prior foreclosure action.

In his Return to the Defendant's motion, Plaintiff's counsel submitted a copy of an Order dissolving Temporary Restraining Order filed April 2, 2007 in Case No. 2007-CP-31-66. This case was an action by Laura Toney for an injunction as to an earlier foreclosure action based upon Laura Toney's allegations that attorney Murrell had knowingly violated an automatic stay of the U.S. Bankruptcy Court. The order noted that a prior judicial determination had been made that no bankruptcy stay was in effect. The order further noted that the injunction case was improperly filed as a previously filed action had sole subject matter jurisdiction over the case. Perhaps most applicable to the present case, the prior order made a finding that Laura Toney had failed to comply with the requirements of Rule 11 as to substitution of counsel. Although attorney Kenneth Young may have been unaware of attorney Joseph Henry's previous appearance and participation in the present litigation as counsel for the Defendant Laura Toney, the prior

order clearly establishes that Laura Toney was aware of the requirements of Rule 11 as to substitution of counsel.

The Plaintiff's counsel also submitted a ruling filed April 28, 2008 from the South Carolina Court of Appeals in a pending appeal, Case No. 2005-CP-31-168, denying a motion by Laura Toney due to Ms. Toney's pattern of bad faith and dilatory tactics.

The court finds that the Defendant Laura Toney's acts of bad faith and dilatory tactics have been well established in the present case. The Defendant's motion was frivolous on its face and the motion was never amended despite the serious allegations raised by the Defendant Laura Toney in her testimony at each subsequent hearing. In particular, the Defendant Laura Toney's allegation of disbursements by the mortgage broker of the loan proceeds was found to be wholly without merit. This court's bench ruling at the hearing of August 27, 2008 and subsequent Order filed September 4, 2008 were explicit that the Defendant Laura Toney was required to post a bond of \$5,666.66 on or before September 6, 2008. This ruling and order were ignored by the Defendant Laura Toney when she submitted the handwriting analysis as evidence without posting the requisite bond. Furthermore, the court finds that the pattern of such bad faith litigation and dilatory tactics employed by the Defendant Laura Toney in this action is clearly identical to the pattern and practice of bad faith litigation and dilatory tactics as set forth in the other litigation cited herein. Therefore, the court finds that Plaintiff's motion for sanctions is hereby granted.

Pursuant to §15-36-10, et seq., the court has examined and applied the factors as set forth in the statute, including the length of time available to the Defendant Laura Toney to examine the evidence submitted in opposition to her motion, the opportunity for her to amend her motion or withdraw it and her previous bad faith litigation. Plaintiff's counsel submitted an Attorney's Fee Affidavit reflecting fees and costs of \$4,786.80 incurred in defending against the Defendant Laura Toney's post trial motions prior to the hearing of August 27, 2008. The Order filed September 4, 2008 required the Defendant Laura Toney to post a bond of no less than \$5,666.66 with this court on or before September 4, 2008. The court finds that additional fees and costs of \$500.00 per each of the two (2) subsequent hearings is appropriate and well below the time incurred in actually preparing for and participating in the subsequent hearings.

Therefore, the court finds that the Plaintiff's motion for sanctions is granted in the amount of \$6,666.66. Because this motion as granted is a motion for sanctions, the court finds that the Defendant Laura Toney is hereby ordered to pay such award in the amount of no less than \$500.00 per month commencing January 1, 2009 directly to Plaintiff's counsel at Korn Law Firm, P.O. Box 12369, Columbia, SC 29211 and with subsequent payments each month thereafter in the amount of \$500.00 until paid in full. This award of attorney fees is issued as an order of the

court pursuant to and as a finding of sanctions against the Defendant Laura Toney. Plaintiff has clearly incurred substantial fees and costs incurred in defending this motion filed by the Defendant Laura Toney. Furthermore, the bad faith actions of the Defendant Laura Toney in the present case and as a continuation of her pattern of bad faith actions and dilatory tactics are detrimental to the integrity of the judicial system if such actions are not discouraged by the court through its powers of sanctions and contempt. Upon any failure of the Defendant Laura Toney to pay the fees and costs awarded and ordered in granting Plaintiff's motion for sanctions, the court reserves the right to issue a rule to show cause against the Defendant Laura Toney as to why she should not be held in contempt for failure to abide by this order.

IT IS SO ORDERED.

B/ab
O. Davie Burgdorf

Orangeburg County Master-in-Equity

Orangeburg South Carolina
Dec 9, 2008

8

KORN LAW FIRM
1300 PICKENS STREET
P.O. BOX 11264
COLUMBIA, SOUTH CAROLINA 29211-1264
(803) 252-5817

January 29, 2008

Laura T. Toney a/k/a Laura A. Toney
1030 Spring St.
Orangeburg, SC 29117

Laura T. Toney a/k/a Laura A. Toney
729 Chatman St., Apt. 722
Bishopville, SC 29010

Laura T. Toney a/k/a Laura A. Toney
PO Box 722
Bishopville, SC 29010

LaSalle Bank National Association, as Trustee for the
135 S. LaSalle St.
Chicago, IL 60603

LaSalle Bank National Association, as Trustee for the
4747 West Irving Park Road
Chicago, IL 60641

LaSalle, Bank National Association, Trustee for Lehman
c/o Scott Law Firm, P.A.
PO Box 2065
Columbia, SC 29202

LaSalle, Bank National Association, Trustee for Lehman
4747 West Irving Park Road
Chicago, IL 60641
Chicago, IL 60641.

LaSalle, Bank National Association, Trustee for Lehman
135 S. LaSalle St.
Chicago, In 60603

RE: Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home
Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates vs. Laura T. Toney
a/k/a Laura A. Toney, LaSalle Bank National Association, as Trustee for the and LaSalle, Bank
National Association, Trustee for Lehman
Docket # 2007-CP-38-807
Our File # F27-02370

Dear Sir or Madam:

Please be advised that this property is being advertised for sale at public auction on February 4, 2008. Enclosed please find a copy of the Decree of Foreclosure and Sale in the above referenced matter executed by the Judge.

This office is attempting to collect a debt. Any information obtained will be used for that purpose. In the event you have any questions on the matter please contact me.

Very truly yours,

Peter Korn

PDK/PDK

cc: Countrywide Home Loans, Inc. (71048818)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As
Trustee For The Holders Of New Century
Home Equity Loan Trust, Series 2005-A,
Asset Backed Pass-Through Certificates

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust,
Mortgage Pass-Through Certificates, Series
2004-11 and LaSalle, Bank National
Association, Trustee for Lehman Brothers
Structured Asset Investment Loan Trust Sail
2005-2,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER AND
JUDGMENT OF FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2007-CP-38-807

DEFICIENCY WAIVED

FILED FOR RECORD
USA W. MIZELL
CLERK OF COURT
ORANGEBURG, SC

2008 JAN 10 PM 3:13

F27-02370

TO:

Korn Law Firm, P.A.
Attorney for Plaintiff

Elizabeth R. Polk, Esq.
attorney for LaSalle, Bank National
Association, Trustee for Lehman Brothers
Structured Asset Investment Loan Trust Sail
2005-2,

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on June 26, 2007.
2. The Summons and Complaint were filed on June 26, 2007.
3. Service was made upon the Defendant(s) named in this Report as is shown by the Proof(s) of Service filed herein.

ATTACHED TO THE COPY
[Signature]
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH-CAROLINA 34.

4. That the Defendants Laura T. Toney a/k/a Laura A. Toney and LaSalle Bank National Association, as Trustee for the registered holders of Structured Asset Securities Corporation, Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-11 are in default as shown by Affidavit on file herein.

5. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

7. For value received, Laura T. Toney made, executed and delivered a Note dated June 23, 2005, promising thereby to pay to the order of New Century Mortgage Corporation the sum of Fifty-Four Thousand Four Hundred And 00/100 Dollars (\$54,400.00), with interest at 10.600 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

8. To better secure the payment of the Note described above, the said Laura T. Toney made, executed and delivered to New Century Mortgage Corporation a Mortgage in writing, dated June 23, 2005, covering real property in Orangeburg County, which is the same as that described in the Complaint. The mortgage was filed on June 1, 2005, and is of record in the Office of the Register of Deeds for Orangeburg County in Mortgage Book 1587 at page 104.

9. Thereafter, by virtue of an assignment dated October 29, 2005, recorded November 2, 2005, in Mortgage Book 1641 at page 51, New Century Mortgage Corporation assigned said mortgage unto Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates. Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates is present lien holder and Plaintiff herein.

10. The above referenced instrument constitutes a first lien on the subject property.

11. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

12. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings:

Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 10.600 percent per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

14. That the Defendant, LaSalle Bank National Association, as Trustee for the registered holders of Structured Asset Securities Corporation, Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-11, is made a party by virtue of a Deficiency Judgment against Laura A. Toney a/k/a Laura T. Toney in Civil Action Case # 2005-CP-31-169.

15. That the Defendant, LaSalle Bank National Association, Trustee for Lehman Brothers Structured Asset Investment Loan Trust Sail 2005-2, is made a party by virtue of a Lis Pendens, dated April 11, 2007 and recorded April 13, 2007 in a pending Foreclosure action against Laura A. Toney a/ka Laura T. Toney and identified as Civil Action Case # 2007-CP-38-446. This action concerned a separate parcel that was erroneously included in the instant Plaintiff's mortgage legal description.

16. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

17. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

CONCLUSION OF LAW

I, therefore, conclude as follows:

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Seventy-Six Thousand Four Hundred Ninety-Eight And 58/100 Dollars (\$76,498.58) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 10.600% percent per annum.

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale
8. Transcript of Testimony
9. Other documents as applicable pertaining to service and finalization of this action.

Additionally, he has arranged for service of process on the defendant(s), has scheduled and attended the hearing in this matter, has provided reinstatement figures to the primary defendant, if requested, and has had telephone conversations with the defendant(s), if requested. Future duties include forwarding copies of the Decree to the defendant(s), advising the defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by plaintiff, representation of plaintiff at sale and preparation of after sale documentation as required. Eighteen hours have been spent on this file to date. Plaintiff's counsel anticipates spending approximately Six hours on the file after the hearing. In light of the potential liabilities inherent in a property matter, the attendant responsibilities and the size of the mortgage debt, I find that the attorney fees requested by the plaintiff in the amount of three thousand eight hundred and 00/100 (\$3,800.00) are reasonable.

13. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a)	Principal due as of 06/01/2006	\$54,156.73
(b)	Interest from 05/01/2006 through 01/09/2008 at 10.60%	\$ 9,693.42
(c)	Escrow adjustments (debits or credits)	\$ 3,294.38
	Insurance	\$ 527.59
	Taxes	\$2,766.79
(d)	Late charges	\$ 50.16
(e)	Appraisal fee	\$ 190.00
(f)	Property maintenance (preservation)	\$ 285.50
(g)	Prior attorney's fees in bankruptcy	\$ 1,800.00
(h)	Corporate Advance	\$ 2,747.39
(i)	Costs of Collections Prior to Hearing	\$ 481.00
(j)	Attorney Fees	\$ 3,800.00
	TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$76,498.58

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the Orangeburg County Courthouse in Orangeburg, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in the such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

A. FOR CASH: The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 10.600 percent.

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

D. The above referenced instrument constitutes a first lien on the subject property.

E. Purchaser to pay for Deed Stamps and costs of recording the Deed.

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

6. Personal nor deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. That the Master in Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Thirty (30) days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other

subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

8. That the Master in Equity will apply the proceeds of the sale as follows:

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

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

NEXT: Any surplus will be held pending further order of the court.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Orangeburg County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

10. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

11. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and cancelled of record.

12. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

13. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

14. Upon issuance of a Master in Equity Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to New Century Mortgage Corporation by Laura T. Toney, dated 06/23/2005 and recorded 06/01/2005, in Mortgage Book 1587 at page 104.

15. The following is a description of the premises herein ordered to be sold:

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, County of Orangeburg, State of South Carolina, being shown as a portions of Lots 26, 27 and 29, Boulevard Terrace, containing 0.10 acre, as shown on that plat of survey prepared for Angela Y. Spigner by Donald J. Smith, Jr., RLS, dated January 27, 1996 and recorded in the office of the Register of Deeds for Orangeburg County in Plat Book 75-S at page 332. Being bounded and measuring generally as follows: On the Northeast by Lot 29, property now or formerly of Jerold Keitt, measuring thereon fifty-eight and forty hundredths (58.40') feet; on the Southeast by portion of Lot 26, 27 and 28, property now or formerly of David Hodgson, measuring thereon seventy four and ninety six hundredths (74.96') feet; on the Southwest by Spring Street, sixty and ninety two hundredths (60.92') feet; and on the Northwest by Lot 6, Block "B", property now or formerly of Lamar Judy, measuring thereon seventy four and ninety eight hundredths (74.98') feet.

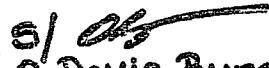
This conveyance is made subject to any and all existing reservations, easements, right-of-way, zoning ordinances, and restrictive or protective covenants that may appear of record or on the premises.

This being the property conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003 and recorded on October 6, 2003, in Book 1006 at Page 315, in the Register of Deeds Office for Orangeburg County, South Carolina.

1030 Spring Street, Orangeburg, SC 29117

TMS 0173-06-16-009.000

16. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.


O. Davie Burgdorf

O. Davie Burgdorf
Master in Equity
For Orangeburg County

Orangeburg, South Carolina
119, 2008

STATE OF SOUTH CAROLINA
COUNTY OF LEE

Laura Toney,

PLAINTIFF,

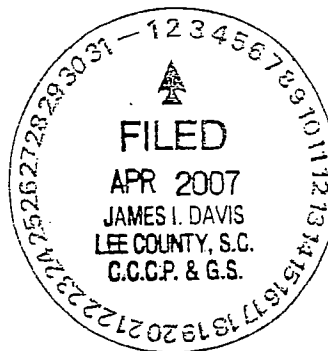
vs.

LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust,
Mortgage Pass-Through Certificates,
Series 2004-11,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A NO:2007-CP-31-66

**ORDER DISSOLVING TEMPORARY
RESTRAINING ORDER**



This is an action seeking to stay a foreclosure sale scheduled for April 2, 2007 in a separate action, LaSalle Bank v. Laura Toney, Case No. 2005-CP-31-168. This present action was commenced upon an Application for Temporary Restraining Order, Preliminary Injunction and Permanent Injunction filed March 22, 2007. A Summons, verified Complaint and affidavit were also filed on March 22, 2007. Based upon the representations set forth in the application and complaint, this Court issued an Order Granting Temporary Restraining Order filed March 23, 2007 that provided for the foreclosure sale to be stayed pending a hearing to be held March 27, 2007.

Appearing at the hearing were the Plaintiff herein Laura Toney and her attorneys in the present action Joseph Henry and Nathaniel Roberson. Appearing on behalf of the Defendant LaSalle Bank was its counsel of record in the pending foreclosure action, H. Guyton Murrell. At the hearing, attorney Murrell submitted a Return to the Application for Injunction and Restraining Order and the Court received evidence and heard arguments from both parties.

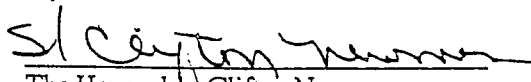
At the commencement of the proceedings, the Court took judicial notice of the pleadings, evidence and orders filed of public record in the pending foreclosure action, LaSalle Bank v. Laura Toney, Case No. 2005-CP-31-168. The Court took judicial notice of the four (4) Chapter 13 Bankruptcy filings by the Plaintiff Laura Toney and the Orders and filings therein.

The record in the pending foreclosure action reflects that Laura Toney is represented by attorney David Weeks. There is a letter dated January 11, 2006 to the Lee County Clerk of Court

THEREFORE, IT IS ORDERED that the Temporary Restraining Order issued by this Court on March 22, 2007 and filed on March 23, 2007 is hereby rescinded and the stay imposed thereby is dissolved,

IT IS FURTHER ORDERED that this case is dismissed with prejudice due to the pending foreclosure action on the identical issues.

IT IS SO ORDERED.


The Honorable Clifton Newman
Presiding Judge 3rd Judicial Circuit

Williamsburg, South Carolina

April 2, 2007

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company, as
Trustee, in Trust for the Benefit of the
Certificate holders, New Century Home Equity Loan
Trust, Series 2005-A, Asset Backed Pass-
Through Certificates

PLAINTIFF

Laura T. Toney a/k/a Laura A. Toney and Bank
Of America, N.A.

DEFENDANT

IN THE COURT
OF COMMON PLEAS

MOTION TO VACATE
ORDER OF
FORECLOSURE
AND SALE ON
FEBRUARY 4, 2008

2008 JAN 30 PM 1:09
FILED FOR RECORD
J. A. W. HAZELL
CLERK OF COURT
ORANGEBURG, SC

The Defendant, Laura Toney, respectfully petitions the Honorable Burgdorf to vacate the foreclosure and sale because the Defendant, Laura Toney, did not receive a Notice of the Foreclosure Hearing or Notice of Sale. Notice of the hearing must be made to all parties at least three days before the scheduled hearing. Rule 55(b) SCRPC.

Also, the Defendant was not served a Lis Pendens in the above case. The Plaintiff must file a lis pendens in all foreclosure suits pursuant to S.C. Code Ann. 15-11-10 et. Seq. (1976). Service of the lis pendens must be made within 60 days after the date of its filing or it will be rendered invalid. 15-11-30.

The Defendant respectfully petitions the court to vacate the above foreclosure and sale, and schedule a hearing as soon as possible to allow the Defendant to present her case.

January 30, 2008

J

Laura Toney
P.O. Box 722
Bishopville, SC 29010
(803) 459-6006

JK# 2008-24

KORN LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29201

MAILING ADDRESS
POST OFFICE BOX 12369
COLUMBIA, SOUTH CAROLINA 29211-2369
(803) 252-5817
FACSIMILE (803) 231-2060

December 24, 2008

Orangeburg County Clerk of Court
Post Office Drawer 9000
Orangeburg, SC 29116

Re: Deutsche Bank v. Laura T. Toney, et al.
C/A NO: 2007-CP-38-0807

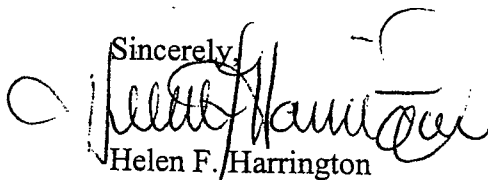
Dear Sir/Madame:

Enclosed for filing with the record of the above-referenced action is an original and one copy of Plaintiff's Return to Defendant's Motion for Reconsideration and Supplemental Affidavit of Attorney's Fees. Please return a clocked-in copy to me in the enclosed stamped envelope.

2008 DEC 31 44.
29

By copy of this letter, we are serving a copy of the same on counsel of record.

Thank you for your assistance in this matter.

Sincerely,

Helen F. Harrington
Paralegal to H. Guyton Murrell

Enclosures
cc(w/encl): The Honorable O. Davie Burgdorf
Kenneth Young, Esquire
hfh\HGMMF27-02370

Exhibit 3

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Deutsche Bank National Trust
Company as Trustee for the Holders of
New Century Home Equity Loan Trust,
Series 2005-A, Asset Backed Pass-
Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Investment Loan
Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and
LaSalle Bank National Association,
Trustee for Lehman Brothers
Structured Asset Investment Loan
Trust Sail 2005-2,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A NO:2007-CP-38-807

**PLAINTIFF'S RETURN TO
DEFENDANT'S MOTION FOR
RECONSIDERATION**

FILED
JAN 10 2009
CLERK OF COURT
ORANGEBURG, SC

2008 DEC 31 A 10:28

TO: LAURA TONEY, PRO SE DEFENDANT:

In Return and Reply to the Defendant Laura Toney's Motion for Reconsideration of the Order denying her Rule 60(b) motion, the Plaintiff would allege as follows:

1. The Defendant's motion is not properly before this court as she has an attorney of record and should be barred from any pro se filings absent an order relieving her attorney of record. Any filings by her attorney are subject to the requirements of Rule 11 SCRCP and potential sanctions of S.C. Code §15-36-10.
2. The Defendant's motion for reconsideration is without merit and frivolous.
3. Defendant alleges in her motion that the order "has misrepresented several material facts". The proposed order was served upon the Defendant's counsel by letter dated December 8, 2008, the same manner and time that the proposed order was sent to

the presiding judge. Defendant's counsel did not request any revisions or changes to the order.

4. Defendant's motion incorrectly states that the order was filed on December 12, 2008 and "was not received from Plaintiff until December 16, 2008". The Order was filed on December 11, 2008. The presiding judge, and not the plaintiff as claimed by the Defendant in her motion, served the order upon the attorneys of record.

5. Plaintiff's counsel never promised or stated that the property would not be sold during the pendency of this action. Plaintiff's counsel offered an opinion that his client's ability to sell the property was impaired by the Defendant's post-trial motions. However, there was no order, injunction or instruction by the court barring the property being sold or conveyed. The Defendant Laura Toney did not file any Lis Pendens providing notice to any potential purchasers that further litigation was pending.

6. Plaintiff's counsel was unaware of any sale or conveyance of the subject property. Plaintiff's counsel reviewed the deed in question for the first time on the morning of December 24, 2008 having obtained a copy for the online records of the Orangeburg County Register of Deeds. The deed was not drafted by Plaintiff's counsel and the closing for the sale was not performed by Plaintiff's counsel or counsel's lawfirm. The deed is noted as having been closed by attorney Reta Hampton in Atlanta, Georgia. It is doubtful that Plaintiff's counsel even had the means to discover the conveyance as the deed was filed on August 26, 2008 at 4:17 p.m. and the hearing was held on August 27, 2008 at 10:30 a.m.

7. Plaintiff has incurred attorney fees of Seven Thousand Eight Hundred and 00/100ths (\$7,800.00) Dollars and costs of One Thousand Three Fifty Seven and 95/100ths (\$1,357.95) in responding to and defending against Defendant Laura Toney's post-trial motions. Plaintiff has and will incur further fees and costs in responding to and defending against the current motion for reconsideration. Therefore, Plaintiff seeks that the court amend and supplement the Order Denying Defendant's Rule 60 motion for the full amount of the attorney fees and costs incurred.

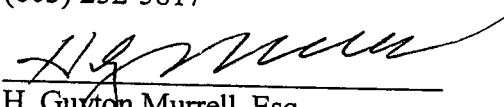
8. The Defendant Laura Toney has a well-established history of bad faith litigation and dilatory tactics in the present case and in previous litigation. Plaintiff

would allege that the current motion is without merit and constitutes a frivolous pleading that should be subject to sanctions S.C. Code §15-36-10.

WHEREFORE, HAVING RETURNED AND REPLIED TO THE DEFENDANT'S MOTION, Plaintiff requests:

1. That Defendant's Motion be denied;
2. That the Defendant Laura Toney be further sanctioned for the current frivolous motion and that the prior order be amended for the additional fees and costs incurred in defending against her motion;
3. That Defendant Laura Toney be barred from further motions;
4. For such other and further relief as the Court may deem appropriate.

Korn Law Firm, P.A.
P.O. Box 12369
Columbia, SC 29211-2369
(803) 252-5817



H. Guyton Murrell, Esq.
Attorney for Plaintiff

December 24, 2008
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust
Company as Trustee for the Holders
of New Century Home Equity Loan
Trust, Series 2005-A, Asset Backed
Pass-Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Investment Loan
Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and
LaSalle Bank National Association,
Trustee for Lehman Brothers
Structured Asset Investment Loan
Trust Sail 2005-2,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO:2007-CP-38-807

**SUPPLEMENTAL AFFIDAVIT OF
ATTORNEY'S FEES**

2008 DEC 31 A 10:29
FILED FOR RECORD
JISA W. HIZELL
CLERK OF COURT
ORANGEBURG, SC

PERSONALLY APPEARED BEFORE ME who being duly sworn, deposes and
says that:

1. He is a licensed attorney having practiced in the State of South Carolina since 1991.
2. He is an associate with the Korn Law Firm, P.A., said Korn Law Firm having been retained by Plaintiff to represent it in the above-referenced matter.
3. The Korn Law Firm incurred a total of \$9,157.95 in fees and costs in connection with the responding to and appearing at the previous hearings on the Defendant Laura Toney's motions to vacate the foreclosure decree.

4. He estimates that additional fees and costs of \$750.00 will be incurred to prepare for and attend the Defendant Laura Toney's Motion for Reconsideration hearing and prepare a proposed order.

5. Attached hereto and incorporated herein by reference is a billing statement which sets out the nature of the legal services rendered by the Korn Law Firm, P.A.

6. That this is a foreclosure action that has been contested and difficult case and involved legal research and preparation of a return to the motion, participation and appearance in this action.

7. The attached billing statements reflect the time and labor devoted to this and the related actions and such work has been necessary to protect and safeguard the Plaintiff's mortgage lien.

8. Plaintiff's counsel is a regular practitioner in foreclosure and bankruptcy matters, is a member of the South Carolina and Lexington County Bar Associations, a member of the South Carolina Bankruptcy Law Association and has been a frequent lecturer at legal seminars over the past several years and is the author of "Mortgages on Mobile Homes: How Secure is your Secured Interest?" published in the South Carolina Lawyer.

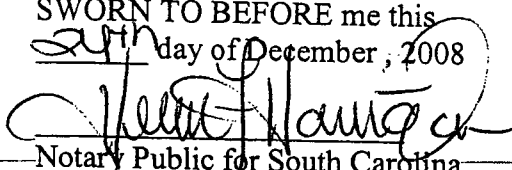
9. Plaintiff's counsel charges hourly at \$150.00 per hour for attorney time and \$75.00 for paralegal, which is a rate equal to or less than the fee customarily charged for the type of legal services provided.

10. Plaintiff's counsel has obtained beneficial results for his client, including entry of a foreclosure decree, a denial and dismissal of a previous motion to vacate the foreclosure decree and a denial of a Rule 60 motion.

FURTHER AFFIANT SAYETH NOT.


H. Guyton Murrell
Attorney for Plaintiff

SWORN TO BEFORE me this
24th day of December, 2008


Notary Public for South Carolina

My Commission Expires: 10/11/2009

Korn Law Firm

Post Office Box 11264
Columbia, SC 29211-1264

Phone: 803-252-5817
Fax: 803-252-5827

December 24, 2008

mail
Countrywid Home Loans, Inc.
7105 Corporate Drive
Plano, TX 75024

INVOICE

Matter ID: L27-02370

Client ID: L_Countrywide
Toney, Laura T.

Matter Producer: PDK

Client Producer: PDK

71048818
1030 Spring Street, Orangeburg, SC 29117

For Professional Services Rendered:

03/10/2008	HGM	Telephone conference with Judge's office to confirm Defendant is providing court reporter for motion hearing	0.20 hr	\$30.00
03/10/2008	HGM	Review motion to vacate foreclosure decree	0.50 hr	\$75.00
03/10/2008	HGM	Legal Research	0.50 hr	\$75.00
03/10/2008	HGM	Review file and prepare documents for motion hearing	0.80 hr	\$120.00
03/11/2008	HGM	Travel to and from Orangeburg to attend the motion hearing	2.50 hr	\$375.00
03/17/2008	HGM	Draft Order from Motion hearing; draft cover letter	0.50 hr	\$75.00
04/15/2008	HGM	Review Rule 60 Motion to reconsider from Laura Toney.	0.50 hr	\$75.00
04/15/2008	HGM	Draft motion for sanctions with certificate of service.	0.70 hr	\$105.00
04/17/2008	HGM	Legal research for Toney Motion.	1.50 hr	\$225.00
04/18/2008	HGM	Draft return to Rule 60 Motion and certificate of service.	1.80 hr	\$270.00
04/18/2008	HGM	Telephone conference with judge's office to schedule motion hearing; draft notice of hearing.	0.50 hr	\$75.00
04/21/2008	HGM	Telephone conference to coordinate court reporter for motion hearing.	0.20 hr	\$30.00
05/06/2008	HGM	Attend hearing; travel to and from hearing.	3.10 hr	\$465.00
05/12/2008	HGM	Telephone conference to Judge and Attorney Young to coordinate hearing.	0.30 hr	\$45.00
05/12/2008	HGM	Draft hearing notice; confirm court reporter.	0.30 hr	\$45.00
05/13/2008	HGM	Research caselaw; prepare draft attorney closing affidavit.	2.00 hr	\$300.00
05/13/2008	HGM	Telephone conference with Attorney May to confirm hearing date.	0.30 hr	\$45.00
05/13/2008	HGM	Document Preparation of draft affidavit of witness Tracey Kirkpatrick.	0.50 hr	\$75.00
05/15/2008	TAT	prepared Subpeonas for attorney's review as to the closing attorney and his paralegal to attend at hearing	0.50 hr	\$37.50
05/20/2008	TAT	prepared cover Letter to closing attorney and closing paralegal with attached Subpeona	0.50 hr	\$37.50
05/20/2008	HGM	Review and sign witness subpoenas; review rules and calculate witness milage.	0.30 hr	\$45.00
05/21/2008	HGM	Pick up loan closing file from Attorney May.	0.60 hr	\$90.00
05/22/2008	HGM	Review loan closing file; telephonce conference with title abstract company; revise	2.30 hr	\$345.00

50.

Korn Law Firm

Post Office Box 11264
Columbia, SC 29211-1264

Phone: 803-252-5817
Fax: 803-252-5827

December 24, 2008

Matter ID: L27-02370

For Professional Services Rendered:

		closing attorney affidavit.		
05/23/2008	HGM	Review hearing transcript; amend sanctions motion.	1.30 hr	\$195.00
06/16/2008	HGM	Research caselaw on discovery; telephone conference regarding discovery rules.	0.70 hr	\$105.00
06/17/2008	HGM	Research discovery rules.	0.70 hr	\$105.00
06/17/2008	HGM	Draft objection to discovery request.	1.50 hr	\$225.00
08/05/2008	HGM	Telephone conference with closing attorney; draft Affidavit for closing attorney; Draft Affidavit of Tracey Kirkpatrick; Draft Cover Letter; hand-delivered Affidavits to closing attorney's office	3.50 hr	\$525.00
08/19/2008	HGM	Review closing attorneys notes on draft Affidavit; revise Affidavit and hand-deliver	1.10 hr	\$165.00
08/20/2008	HGM	Draft cover letter and certificate of service forwarding Affidavits with copies to Clerk of Court for filing	0.70 hr	\$105.00
08/25/2008	HGM	Review file; prepare exhibits for hearing.	1.10 hr	\$165.00
08/26/2008	HGM	Telephone conference with Attorney May regarding hearing subpoena.	0.50 hr	\$75.00
08/27/2008	HGM	Travel to and from Orangeburg County, attend hearing.	6.10 hr	\$915.00
08/28/2008	HGM	Draft order regarding bond; forward to Attorney Young for review.	1.40 hr	\$210.00
08/29/2008	HGM	Review letter from Attorney Young approving order; forward order to judge.	0.30 hr	\$45.00
09/04/2008	HGM	Telephone conference with judge's office regarding Bond.	0.20 hr	\$30.00
09/11/2008	HGM	Review handwriting report; draft letter to judge.	1.30 hr	\$195.00
09/12/2008	HGM	Review letter from Attorney Young.	0.20 hr	\$30.00
09/13/2008	HGM	Research handwriting analysis; phone conference with possible expert witness.	2.10 hr	\$315.00
09/15/2008	HGM	Review transcript from prior hearing; prepare additional exhibits for hearing.	1.30 hr	\$195.00
09/16/2008	HGM	Travel to and from Orangeburg County; attend motion hearing.	3.30 hr	\$495.00
11/17/2008	HGM	Review hearing transcripts, pleadings and evidence to prepare draft order	1.50 hr	\$225.00
11/20/2008	HGM	Review correspondence form Judge denying Defendant's motion	0.20 hr	\$30.00
11/21/2008	HGM	Draft proposed order denying Defendant's motion	2.30 hr	\$345.00
12/22/2008	HGM	Review Order denying Defendant's Rule 60 motion; Draft Certificate of Service	0.30 hr	\$45.00
Total Professional Services:				\$7,800.00

For Disbursements Incurred:

05/23/2008	Check # 70446 Missy Graczyk, Court Reporter; Disbursement for Court Reporting Fees	\$301.80
09/11/2008	Check # 78080 Missy Graczyk, Court Reporter; Disbursement for Appearance Fee & Transcript	\$704.40
09/26/2008	Check # 79388 Missy Graczyk-Court Reporter; Disbursement for Transcript of Testimony	\$351.75

Total Disbursements Incurred: \$1,357.95

51.

Korn Law Firm

Post Office Box 11264
Columbia, SC 29211-1264

Phone: 803-252-5817
Fax: 803-252-5827

December 24, 2008

Matter ID: L27-02370

INVOICE SUMMARY

<u>Producer</u>	<u>Role</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Tammy Thompson	Paralegal	\$75.00	1.00	\$75.00
Guyton Murrell		\$150.00	51.50	\$7,725.00

For Professional Services:	52.50 Hours	\$7,800.00
For Disbursements Incurred:		\$1,357.95
Total Charges:		<u>\$9,157.95</u>

Due Upon Receipt

STATE OF SOUTH CAROLINA

COUNTY OF LEE

LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust,
Mortgage Pass-Through Certificates, Series
2004-11

PLAINTIFF,

vs.

Laura Toney,

DEFENDANT(S).

F99-2321

IN THE COURT OF COMMON PLEAS

(NON-JURY
FORECLOSURE)

MORTGAGE

C/A NO:2005-CP-31-169

2008 DEC 31 A 10:30
FILED FOR RECORD
LISA W. NIZELL
CLERK OF COURT
CRAIGSBURG, SC

CERTIFICATE OF MAILING

The undersigned hereby certifies that on December 24, 2008, she served one copy of Plaintiff's Return to Defendant's Motion for Reconsideration and Supplemental Affidavit of Attorney Fees upon the following by depositing a copy of same in the United States Mail, postage prepaid, and addressed as follows:

Kenneth Young, Esquire
23 W. Calhoun Street
Sumter, SC 29150

Elizabeth Polk, Esquire
P.O. Box 2065
Columbia, SC 29202



Helen Harrington, Paralegal

December 24 2008
Columbia, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

CASE NO: 2007-CP-38-807

Deutsche Bank National Trust Company as
Trustee for the Holders of New Century Home
Equity Loan Trust, Series 2005-A, Asset
Backed Pass-Through Certificates,

PLAINTIFF

Vs.

MOTION FOR

RECONSIDERATION

AND MOTION

FILED FOR RECORD
LISA M. HIZELL
CLERK OF COURT
ORANGEBURG, SC

2008 DEC 22 P 3:17

Laura T. Toney a/k/a Laura A. Toney, LaSalle
Bank National Association, as Trustee for the
Registered holders of Structured Asset
Investment Loan Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and LaSalle Bank
National Association, Trustee for Lehman
Brothers, Structured Asset Investment Loan
Trust Sail 2005-2,

DEFENDANT

The Defendant respectfully moves to request a Reconsideration of the judgment recorded on
December 11, 2008, granting the Plaintiff Motion for Relief From Judgment:

The Defendant would like to inform the courts that the above Order was not received from the
Plaintiff until December 16, 2008. The envelope was postmarked December 15, 2008. The Order
was recorded on December 12, 2008.

The Plaintiff has misrepresented several material facts in this case:

The Plaintiff has made several statements in the hearing on August 27, 2008, in leading the courts to
believe that the property had not been sold. On page 121 of the transcript the plaintiff stated, "As
well as my client can do nothing with the property while these motions are pending." Also, on pages
125, line 25, and page 126 lines 1-4, the Plaintiff stated, "I mean, she's got all the money in the
world to litigate while my client continues to have to pay insurance on the property, keep the
property secured, and pay taxes on it." These statements clearly meant that the property had not been

ATTEST: TRUE COPY

Lisa M. Hizell
CLERK OF COURT

ORANGEBURG COUNTY, SOUTH CAROLINA

Exhibit 2

sold to a third party.

The Plaintiff wrote a letter stating that he had no knowledge of the sale, but this statement is insulting the intelligence of the Court and the Defendant. The Plaintiff's clients are bind by the statements made by Mr. Murrell. In *United Farm Bureau Mut. Ins. Co. v. Groen*, 486 N. E.2d 571, 573 (Ind. Ct. App. 1985). See also *Miedreich v. Rank*, 40 Ind. App. 393, 397, 82 N.E. 117, 118 (1907) (attorney is more than a mere agent of the client; attorney is the "sole manager of business committed to his care"). Decisions relating to trial tactics for example—when to object, what motions to file, which arguments to present—or how to negotiate are left to the attorney. In *Alma Lumber Co. v. Beecham*, 25 S.E. 285, 286 (SC 1896), See also *Parr v. Chicago, B&Q, R.R. Co.*, 184 S. W. 1169, 1170 (Mo. Ct. App. 1916). A variant on this theme is that in court the client speaks through the attorney who is deemed the same as the client. "There is full power on the part of the counsel to represent the client (in court)..." *Williams v. Williams*, 7 S.E. 135 (Ga. 1888).

The Plaintiff also misrepresented a material fact in the computation of attorney's fees. On page 121 (lines 5-6) from the transcript from the August 27, 2008, hearing clearly verify that the Plaintiff has already received compensation for his services. The Plaintiff states, "I mean, my client's not only had to pay me to continue to litigate this." The Plaintiff is attempting to get paid twice, once from his clients and again from the Defendant. In the Plaintiff's Order filed December 11, 2008, it is clear that the only expense is \$500.00 for (2) hearings which adds up to be \$1,000.00. The Defendant feels that this is not her financial responsibility. The Defendant feels that forgery is not a frivolous claim as alleged by the Plaintiff. The handwriting specialist testified that there were indications that the Defendant did not sign the Note. The Defendant has communicated with Mr. Dawson since the hearing and was informed that the language of the results was misinterpreted by the courts. If no original document can be found then the his decision would be that it is definite that the Defendant did not sign the document. The Defendant is still in the process of proving that the Note was a forgery.

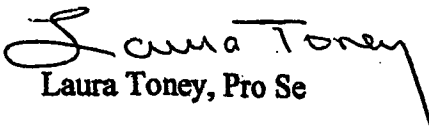
Finally, the Plaintiff, knowing that the property was conveyed to a third party has the interest from a loan that no longer exists in his computation for attorney's fees in the amount of \$666.66. The mortgage was satisfied on February 4, 2008. The property was sold to a third party on August 20, 2008. The Plaintiff has no security interest in the property as of August 20, 2008. This was in his order from the August 27, 2008, hearing and his Order from recorded December 12, 2008. This is clearly FRAUD on its face in the court of law. What statute or law would order the Defendant to pay the attorney for the Plaintiff interest on a mortgage loan? The Plaintiff has also violated several Codes of Professional Conduct as well as other violations that the Defendant will research. The

Plaintiff has a duty and responsibility to exercise candor to the courts.

The Defendant has been damaged and is respectfully requesting that the foreclosure sale is vacated and reversed and the Order recorded on December 11, 2008, is vacated . The Defendant is also requesting punitive damages in the amount of \$100,000.00.

The Defendant is requesting a hearing on this matter as soon as possible.

Respectfully submitted,


Laura Toney, Pro Se

December 22, 2008

THE KORN LAW FIRM

P.O. BOX 11264

1300 PICKENS STREET

COLUMBIA, SC 29211

CASE NO: 2007-CP-18-807

FILED FOR RECORD
CLERK OF COURT
ORANGEBURG COUNTY, SC

2008 DEC 22 P 3:16

CERTIFICATE OF MAILING

I, Laura Toney, the Defendant certifies that she served a copy of the Motion for Reconsideration on The Korn Law Firm P.O. Box 11264, 1300 Pickens Street, Columbia, SC 29211. by depositing a copy in the United States Mail on December 22, 2008.

Laura Toney
Laura Toney, Pro Se
P.O. Box 722
Bishopville, SC 29010

ATTEST: TRUE COPY
Lawrence
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

ORIGINAL

Return To:
New Century Mortgage
Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612

Prepared By:
New Century Mortgage
Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612

FILED Jun 01, 2005 10:14:10 am
BOOK 01587
PAGE 0104 new 0122
INSTRUMENT # 2005003304
FILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

(Space Above This Line For Recording Date)

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 23, 2005 together with all Riders to this document.

(B) "Borrower" is LAURA J. TONEY

T. J. T.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is New Century Mortgage Corporation

Lender is a Corporation organized and existing under the laws of California

1001948978

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3041 1/01

4(3C) (649)

Page 1 of 15.

WMP Mortgage Solutions, Inc. (800) 811-7291

Boh
RATCHFORD & MAY LLC
1313 PICKENS ST
COLUMBIA, SC 29201

(18)

Lender's address is 18400 Von Karman, Suite 1000, Irvine, CA 92612

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 23, 2005

The Note states that Borrower owes Lender FIFTY-FOUR THOUSAND FOUR HUNDRED AND 00/100

(U.S. \$54,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2035

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

4(S-C) (0411)

Page 2 of 15

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1001848978

Form 3041 1/01

RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

(P) "Successor to Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the

County of Orangeburg
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

See Legal Description Attached Hereto and Made A Part Hereof

Parcel ID Number: 173-06-16-008

1030 SPRING STREET

Orangeburg

("Property Address"):

which currently has the address of

[Street]

[City], South Carolina 29117

[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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4(35) (4/99)

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Form 3041 1/01

RATCHFORD & MAY LLC
 1813 PICKENS ST
 COLUMBIA, SC 29201

(20)

Security Instrument is returned to Lender unpaid. Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can arise in priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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Form 3041 1/01

RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

(21)

due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

RAICHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

(20)

Item. Within 10 days of the date on which that notice is given, Borrower shall satisfy the item or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

3. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

WNU-8(2C) 64001

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1001848978

Form 5041 1/01

RATCHFORD & MAY LLC
1213 PICKENS ST
COLUMBIA, SC 29201

(23)

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the rates, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only in mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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COLUMBIA, SC 29201

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 1.5) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 2.2 and the notice of acceleration given to Borrower pursuant to Section 1.8 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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1813 PICKENS ST
COLUMBIA, SC 29201

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

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defenses of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Homestead Waiver.** Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

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

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WILFORD & MAY LLC
1473 PICKENS ST
COLUMBIA, SC 29201

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1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 23rd day of May, 2003 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to New Century Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1030 SPRING STREET, Orangeburg, SC 29117-

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 8.

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MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01

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Page 1 of 3 Initials: ST

VMP Mortgage Solutions
(800)521-7291

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Lot No. 1: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, State of South Carolina, being more particularly shown and delineated on a plat thereof by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, Jr., RLS, and duly recorded in the Office of the RMC for Orangeburg County, in Plat Book 72-8 at Page 209, and all metes, bounds, courses, distances and directions as are shown on the said plat are specifically incorporated as a part of this legal description as if stated herein verbatim.

Derivation: This being the same property first conveyed to Carrie Bell Thomas by deed from Michael Leroy Thomas, Probate File No. 2002-ES-38-151, recorded in Book 982, at Page 111, in the ROD Office for Orangeburg County, South Carolina Records. Most recently conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003, and recorded October 6, 2003, in Deed Book 1006, at Page 315, in the ROD Office for Orangeburg County, South Carolina Records.

Lot No. 2: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, State of South Carolina, being shown as portions of Lots 26, 27 and 29, Boulevard Terrace, containing 0.10 acres, more or less, as shown on that plat of survey prepared for Angela Y. Spigner by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, Jr., RLS, dated January 27, 1996 and recorded in the Office of the RMC for Orangeburg County in Plat Book 75-8 at Page 332. Being bounded and measuring generally as follows: On the Northeast by Lot No. 29, property now or formerly of Jerold Keitt, measuring thereon 58.40 feet; on the Southeast by portion of Lot 26, 17 and 28, property now or formerly of David Hodgson, measuring thereon 74.36 feet; and on the Southwest by Spring Street measuring thereon 50.92 feet; and on the Northwest by Lot 6, Block "B" property now or formerly of Lamar Judy, measuring thereon 74.98 feet.

Derivation: This being the same property first conveyed to Carrie Bell Thomas by Deed of Distribution of the Estate of Michael Leroy Thomas, Probate File No. 2002-ES-38-151, recorded in Book 982, at Page 111, in the ROD Office for Orangeburg County, South Carolina Records. Most recently conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003, and recorded October 6, 2003, in Deed Book 1006, at Page 315, in the ROD Office for Orangeburg County, South Carolina Records.

This conveyance is made subject to any and all existing reservations, easements, right-of-way, zoning ordinances, and restrictive or protective covenants that may appear of record or on the premises.

TMS No. 0173-06-16-009 (Real Property)

PROPERTY ADDRESS:
1030 Spring Street
Orangeburg, South Carolina 29117

Be
RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

NOTE

May 23, 2005
(Date)Orangeburg
(City)South Carolina
(State)1030 SPRING STREET, Orangeburg, SC 29117-
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 54,400.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is New Century Mortgage Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 10.600 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on July 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on June 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 18400 Von Karman, Suite 1000 Irvine, CA 92612

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 501.69

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "Full Prepayment." A prepayment of only part of the unpaid principal is known as a "Partial Prepayment."

If the original Principal amount of this Note is \$150,000 or less, I may make a Full or Partial prepayment without paying any penalty. I may make a Full Prepayment at any time. However, if the original Principal amount of this Note exceeds \$150,000, and if within the first 36 months after the execution of the Mortgage, I make any prepayment(s) within any 12-month period the total amount of which exceeds twenty percent (20 %) of the original Principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20 %) of the original Principal amount of the loan.

If I make a Partial Prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other Partial Prepayment, I must still make each later payment as it becomes due and in the same amount.

1001848978

SOUTH CAROLINA FIXED RATE NOTE - Single Family - With Prepayment Penalty

VMP -105N(S C) #309.01

8/03

Page 1 of 3

Initials:

VMP Mortgage Solutions, Inc. (800) 21-7291



NOTE

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a Partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. APPLICABLE LAW

This Note shall be governed by the laws of the State of South Carolina. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (b) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a Partial Prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my Principal balance by applying such excess amounts.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

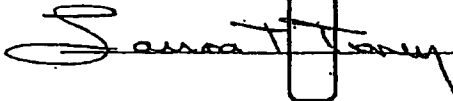
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


LAURA A. TONEY (Seal)
-Borrower

(Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

1001848978

8184

M-BK-01587 PG:0104

ORIGINAL

Return To:
New Century Mortgage
Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612

Prepared By:
New Century Mortgage
Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612

FILED Jun 01, 2005 10:14:10 am
BOOK 01847
PAGE 0104
INSTRUMENT # 2005003304
FILED
ORANGE COUNTY
GAIL LANEY
REGISTER
OF DEEDS

(Place Above This Line For Recording Data)

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

- (A) "Security Instrument" means this document, which is dated May 23, 2005 together with all Riders to this document.
(B) "Borrower" is LAURA J. TONEY

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is New Century Mortgage Corporation

Lender is a Corporation organized and existing under the laws of California

1001849378

Form 3041 1/01

SOUTH CAROLINA - Single Family - Florida Mac/Proddle Mac UNIFORM INSTRUMENT

4(3)(3) (4/01)

Page 1 of 18

New Century Mortgage, Inc. (900) 811-7291

But
RATCHFORD & MAY LLC
1313 PICKENS ST
COLUMBIA, SC 29201

8185

M-BK-01587 PG:0105

(18)

Lender's address is 18400 Von Karman, Suite 1000, Irvine, CA 92612

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 23, 2003

The Note states that Borrower owes Lender FIFTY-FOUR THOUSAND FOUR HUNDRED AND 00/100 Dollars

(U.S. \$54,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2015

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) (specify)

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Commonality Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 3) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentation of, or violations as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payments" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

4(B)(C) (MAY)

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Form 1041 1/01

RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

M-BN-01587 PG.0107

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Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 13. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it becomes due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payment if, and to the extent that, such payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due as for: (a) taxes and assessments and other items which can attach priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

S.I.

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Form 3041 1/01

2006-0101 (01/01)

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RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

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M-BK-01587 PG:0108

due for any Escrow items for which payments of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and so provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items no later than the date specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, household payments or ground rents on the Property. If any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

MID-STATE (P&S)

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1001848976

Form 2841 1981

RATCHFORD & MAY LLC
1513 PICKENS ST
COLUMBIA, SC 29201

M-BK-01587 PG.0100

(20)

then. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

3. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. When Lender requires payment to the preceding sentences may change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time mappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage to obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies acquired by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with

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Form 9047 1/01

RATCHFORD & MAY LLC
1213 PICKENS ST
COLUMBIA, SC 29201

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8118

M-BK01587 PG:0110

(23)

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspection.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or contain waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may arise prior to this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or insuring the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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Form 941 1-01

PAULSON & CO. INC.
1115 HICKORY ST
COLUMBIA, SC 29201

M-BK-01587 PG.0111

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attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

16. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loan reserve in lieu of Mortgage Insurance. Such loan reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loan reserve. Lender can no longer require loan reserve payments if Mortgage Insurance coverage (to the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loan reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 16 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(i) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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Form 2041 1201

RAICHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

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M-BK:01587 PG:0112

(25)

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were overpaid at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not impaired. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repair and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be impaired, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the extent, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the extent, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, would result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can waive such a default and, if acceleration has occurred, rescind as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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RATCHFORD & ASSOCIATES
1013 PICKENS ST
COLUMBIA, SC 29201

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12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Borrowers and Assigns Released.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only as mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

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14. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

15. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 16, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a deed for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. **Borrower's Right to Reinstatement After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to ensure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (i) cash; (ii) money order; (iii) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entity; or (iv) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

18. **Sale of Note; Change of Loan Servicer; Notice of Circumstances.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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Page 3441 1401

RATCHFORD & MAY LLC
1013 PICKENS ST
COLUMBIA, SC 29201

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M-BK-01587 PG:0115

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 13) of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which runs before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or to the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (i) that is in violation of any Environmental Law, (ii) which creates an Environmental Condition, or (iii) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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Pg. 12 of 11

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RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

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M-BK:01687 PG:0116

(21)

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

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration (following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of this evidence, all of which shall be additional sums secured by this Security Instrument.

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Homestead Waiver.** Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

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

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Form 2001 7/01

ST
 LINDFORD & MAY LLC
 1413 PICKENS ST
 COLUMBIA, SC 29201

M-BK-01587 PG:0117

(34)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Cheryl K. Hester Samuel T. Hester (Seal)
WILSON K. HESTER
S.T.
Borrower

W. H. Hester Samuel T. Hester (Seal)
Borrower
W. H. Hester (Seal) Samuel T. Hester (Seal)
Borrower Borrower

W. H. Hester (Seal) Samuel T. Hester (Seal)
Borrower Borrower

W. H. Hester (Seal) Samuel T. Hester (Seal)
Borrower Borrower

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W. H. Hester

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Form 3641 1/01

RATCHFORD & MAY LLC
1613 PICKENS ST
COLUMBIA, SC 29201

8118

M-BK-01587 PG.0118

(31)

STATE OF SOUTH CAROLINA.

Richland County is:

1. Tracey L. Kinspatrick
Laura T. Toney

do hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this

23rd day of May 2005


Notary Public for South Carolina

My Commission Expires: 2-22-16

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1001848978

Form 2041 1/01

RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

Ref. Enr.

[WHEN RECORDED RETURN TO:]
KORN LAW FIRM
1300 PICKENS STREET
P.O. BOX 11264
[COLUMBIA, SC 29211-1264]

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

ASSIGNMENT OF MORTGAGE
BOOK 1587 PAGE 104

F25-04043

FOR VALUE RECEIVED, the undersigned, New Century Mortgage Corporation, does hereby transfer, assign, set over and convey to Deutsche Bank National Trust Company, as Trustee, in Trust for the Benefit of the Certificateholders, New Century Mortgage Securities, New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates 7105 Corporate Drive, Plano, TX 75024, their successors and assigns, all beneficial interest under that certain mortgage executed by Laura T. Toney, to New Century Mortgage Corporation which mortgage is recorded on June 1, 2005, in the Office of the RMC for Orangeburg County, South Carolina, in Mortgage Book 1587 page 104, together with all the notes and indebtedness secured by said mortgage, the money due and to become due thereon with interest, and all rights accrued or to accrue; and the undersigned does hereby remise, release, quit claim and convey to Deutsche Bank National Trust Company, as Trustee, in Trust for the Benefit of the Certificateholders, New Century Mortgage Securities, New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates in and to the property described in and conveyed by said mortgage.

PROPERTY ADDRESS: 1030 Spring Street, Orangeburg, SC 29117

IN WITNESS WHEREOF, the undersigned New Century Mortgage Corporation, on _____, 2005 has hereunto set its hand and seal.

[Signature]
Witness #1

[Signature]
Witness #2

New Century Mortgage Corporation

BY: *[Signature]*

ITS: SANDY ALICIA, ASSISTANT VICE PRESIDENT

FILED Nov 02, 2005 10:08:47 am
BOOK 01641
PAGE 0051 THRU 0052
INSTRUMENT # 2005006583

FILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

[Signature]
Signature

ATTEST: TRUE COPY

[Signature]

REGISTER OF DEEDS
ORANGEBURG COUNTY SC

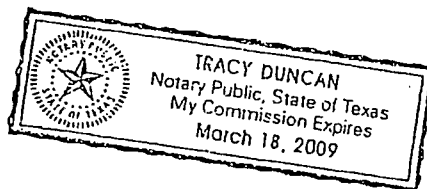
CORPORATE ACKNOWLEDGEMENT

State of TEXAS
County of COLLIN

On _____, 200____, _____ personally came before me and, being duly sworn, did state that he/she is ~~GANDY ALLOTTA~~ Assistant Vice President of the corporation described in the above document; that he/she signed the above document in my presence on behalf of this corporation; and that he/she had full authority to do so.



Notary Public for the County of Collin
State of TX
My Commission expires: _____



STATE OF SOUTH CAROLINA)

COUNTY OF LEE)

Deutsche Bank National
Trust

IN THE COURT OF

CASE NO 07-CP-38-807

F27-02370

AFFIDAVIT OF PERSONAL SERVICE

PLAINTIFF)

DEFENDANT)

Laura T. Toney / Laura A Toney
729 Chatman St.
Bishopville, S.C. 29010

The undersigned L. Toney delivering same to:

☐ Cross Complaint	☐ Notice of Mechanic's Lien	☐ Summons
☐ Condemnation Notice	☐ Notice of Hearing	☐ Order of Hearing
☒ Summons/Complaint	☐ Order to Appear for Disposition	☐ Judgment
☐ Complaint	☐ Order	☐ Motion
☐ Decree	☐ Answer	☐ Rule to Show Cause
☐ Petition	☐ Mechanic's Lien	☐ Subpoena
☐ Petition for Appointment of Conservator		

☒ The Defendant _____ Personally;

☐ _____, person of discretion residing at the
(note relation) Defendant's residence;

☐ _____, the _____
(Person served if corporate defendant (title)
at the place of business)

and leaving with him/her Laura T. Toney copy(ies) of the same at 729 Chatman St, Bishopville, SC 29010
Time 7:00 AM

on the 14 day of July 2007 _____
(Place where served)

And that he/she knows the person so served to be the Defendant mentioned and described in the pleading(s) served, and the Deponent is not a party to nor interest in the action.

Sworn to before me this 14 day July of 2007.

NOTARY PUBLIC FOR

MY COMMISSION EXPIRES Jan 24, 2011

DEPUTY SHERIFF, LEE COUNTY

ATTEST: TRUE COPY

CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust
Company as Trustee for the Holders of
New Century Home Equity Loan Trust,
Series 2005-A, Asset Backed Pass-
Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Investment Loan
Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and
LaSalle Bank National Association,
Trustee for Lehman Brothers
Structured Asset Investment Loan
Trust Sail 2005-2,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A NO:2007-CP-38-807

AFFIDAVIT OF MICHAEL MAY

PERSONALLY appeared before me, the undersigned, who first being duly sworn,
deposes and says:

My name is Michael May and I am an attorney licensed to practice in the State of South Carolina. My area of practice is real estate closings. I performed a real estate closing for Laura Toney on May 23, 2005 for the purpose of refinancing the debt encumbering her property located at 1030 Spring Street, Orangeburg, SC.

I am familiar with the actions that the South Carolina Supreme Court has stated an attorney must perform in relation to a real estate closing as set forth in the cases of Doe v. McMaster, 335 S.C. 306, 585 S.E.2d 773 (2003), State v. Buyers Serv. Co., Inc., 292 S.C. 426, 357 S.E.2d 15 (1987) and related cases. I would affirmatively state under oath that I fully performed all of the services required of me as the closing attorney under that line of cases in this loan closing.

Title Search

My office ordered an abstract to examine the title records on the subject property. I personally reviewed the title search and supervised the preparation of the related title documents used in the closing, including the lender's title insurance policy issued by my office. A copy of the abstract notes from the title search is attached as Exhibit "A". The title abstract was paid at loan closing as noted on line 1102 of the HUD Settlement statement.

Loan Documents

The loan documents were prepared by the lender and I reviewed the loan documents prior to closing and made any necessary corrections to ensure their accuracy and compliance with the law, as is common in the industry and as is expressly permitted by Doe Law Firm v. Richardson, opinion no.26214. I reviewed the Closing Instructions to confirm that the instructions were in conformity with state and federal requirements and that the loan documents were in conformity with the closing instructions. A copy of the Closing Instructions is attached as Exhibit "B". I detected a minor error in Ms. Toney being designated as both "Laura A. Toney" and "Laura T. Toney" as her name appeared on title. "Laura T. Toney" was added to a name affidavit supplied by the lender in order to correct this error. A copy of the name affidavit I had Ms. Toney execute at closing is attached as Exhibit "C".

Closing

I personally attended and conducted the closing. The closing was conducted at my office located at 1813 Pickens Street, Columbia, South Carolina on May 23, 2005. My paralegal Tracey Kirkpatrick also attended the closing to act as a witness for the mortgage. Daniel Green, the loan officer for Paramount Financial Group, Inc. also attended the closing and acted as a witness. Laura Toney attended the closing and I verified her identity through her Drivers License. A copy of the Drivers License is attached as Exhibit "D". I reviewed and thoroughly explained with Laura Toney all the documents that needed to be executed to complete the loan closing for the refinance of her mortgage. Laura Toney confirmed to me that she had previously been advised by her mortgage broker that she had the right to select the attorney of her preference to close the loan. I also confirmed prior to closing that she understood that she had the right to select the attorney of her preference to close the loan. I personally witnessed Laura Toney initial an Attorney Preference Disclosure confirming that she had been advised of this right. A copy of the Attorney Preference Disclosure is attached as Exhibit "E". I also personally witnessed Laura Toney sign a South Carolina Attorney and Insurance Preference Disclosure further confirming that she had been advised of this right and she was exercising this right by selecting my law firm to perform the closing. A copy of the South Carolina Attorney and Insurance Preference

Disclosure is attached as Exhibit "F". I personally witnessed Laura Toney sign all the loan documents and specifically witnessed her sign the Good Faith Estimate and HUD Settlement Statement. A copy of the Good Faith Estimate signed by Laura Toney is attached as Exhibit "G". A copy of the HUD Settlement Statement showing the disbursement of the loan proceeds is attached as Exhibit "H". The HUD Settlement Statement is a true and accurate statement of the funds disbursed for this transaction.

Recordation of Documents & Disbursement of Funds

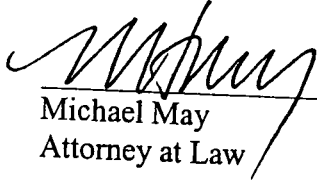
My office performed the recordation of the documents, specifically the mortgage, under my direct supervision. My office paid the filing fee to the Orangeburg County Register of Deeds office to record the mortgage and overnighted the mortgage to the Orangeburg Register of Deeds office for recording. I personally reviewed the filed mortgage after recording to confirm that it bore the Orangeburg County Register of Deed's filing stamp that the document had been properly received and recorded. A copy of the recorded mortgage is attached hereto as Exhibit "I".

My office disbursed the funds as noted on the HUD Settlement Statement and all such disbursements were from my attorney trust account as required by the cases previously cited in this affidavit. I specifically deny that the mortgage broker or any other party disbursed the loan proceeds and I have attached a copy of the check to Laura Toney in the amount of \$11,102.61 from my attorney trust account as Exhibit "J". The cancelled attorney trust account check to Laura Toney bears her endorsement on the back confirming that she cashed it and received the proceeds. The cancelled check also bears Laura Toney's driver license number and her ink fingerprint. I would personally affirm under oath, under penalty of perjury, that the funds from the loan closing were disbursed under my supervision from my trust account as evidenced by the cancelled check.

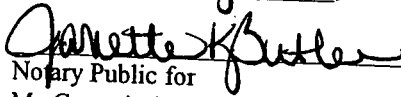
I would also note that my office performed an audit of the file subsequent to closing to confirm whether the various lienholders that received payoffs had satisfied their liens of record. As the prior mortgage to Bank of America had not been satisfied by the lienholder after receipt of the payoff funds, my office prepared and filed a Mortgage Lien Satisfaction Affidavit pursuant to §29-3-330 S.C. Code of Laws. The funds that were used to payoff the prior mortgage to Bank of America were also disbursed from my trust account. A copy of the cancelled payoff check to Bank of America is attached as Exhibit "K". A copy of the recorded satisfaction affidavit is attached as Exhibit "L".

Prior to executing this affidavit, I reviewed my closing file and all of the documents attached to this affidavit as exhibits are true and correct copies of the documents in my closing file. I hereby affirm and testify under oath that the testimony I have given in this affidavit is true

and correct and accurately sets forth the circumstances of this closing. Based upon my review of the file, I would affirm that this closing was in full compliance with my duties as an attorney as set forth in the cases of Doe v. McMaster, 335 S.C. 306, 585 S.E.2d 773 (2003), State v. Buyers Serv. Co., Inc., 292 S.C. 426, 357 S.E.2d 15 (1987) and related cases.


Michael May
Attorney at Law

SWORN to before me this
20th day of August, 2008

, (SEAL)
Notary Public for
My Commission Expires 11-8-2014

TITLE SUMMARY

PROPERTY: 1030 SPRING ST
0.10 AC. portion of Lots 26, 27, & 29
 TITLE EXAMINATION: Beginning: 4/6/85 : Completed: 4/6/05
 PRESENT OWNER: LAURA T. TONEY
 DERIVATION: Deed Book: 1006 : Page 315
 Dated 10/2/03 : Recorded 10/6/03
 GRANTOR: CARRIE BELL THOMAS
 MORTGAGES OF RECORD: 1152/175 - ATTACHED
 RESTRICTIONS: NONE IN SEARCH PERIOD
 EASEMENTS: NONE IN SEARCH PERIOD
 JUDGMENTS: NONE
 LIS PENDENS:
 MECHANIC'S LIENS
 STATE TAX LIENS:
 FEDERAL TAX LIENS:
 FINANCING STATEMENTS:
 PLAT: 75-5/332
 ESTATES: NONE
 OPEN OR UNADMINISTERED
 REAL PROPERTY TAXES: Tax Map 0173-06-16-009 : District 51
 In The name Of TONEY
 Tax Year 2004
 Amount \$ 962.45
 RECEIPT # UNPAID - R/E
 Delinquent Taxes 2003 TAXES pd. 6/22/04 \$
 SPECIAL NOTATIONS:

Please note that for the purposes of this title examination only the records in the ROD office, office of the Clerk of Court, office of the Probate Court, and office of the Treasurer for ORANGEBURG County have been checked. Be advised that the above report is not to be construed or interpreted as an opinion of title; this report is a compilation of the factual records of the ROD for ORANGEBURG 97 County. You are advised to seek expert legal advice in making any interpretation of these facts.

RETURN LOAN DOCUMENTS TO:

New Century Mortgage Corporation
1117 Perimeter Ctr W, Ste N 200
Atlanta, GA 30338
770-576-4700
Account Manager Name: Tina King
Escrow: RATCHFORD & MAY LLC
1813 PICKENS STREET
Columbia, SC 29201
(803)779-1711

Escrow Officer: JAN
Escrow Number: 20050366

Borrower: LAURA A TONEY
Vesting: LAURA A TONEY

Loan Number: 1001848978
Transaction Name: TONEY
Document Date: 05/23/2005
Funder Name:
Title: RATCHFORD & MAY LLC
1813 PICKENS STREET
Columbia, SC 29201
(803)779-1711
Title Officer: JAN
Title Number: 20050366

Property Address:
1030 SPRING STREET, Orangeburg, SC 29117-

First Payment Date: 07/01/2005
Last Payment Date: 06/01/2035
Loan Term: 360 Interest Rate: 10.600

County: Orangeburg
Principal and Interest Payment \$ 501.69

Loan Document Expiration Date: 06/11/2005

Loan Approval Expiration Date: 05/26/2005

We enclose the documents indicated below. Please return all documents and copies as indicated complete with the Borrower's signature(s) and acknowledgment as indicated. DELIVER ONE COPY OF THE PROMISSORY NOTE, SECURITY INSTRUMENT, RIDERS, DISCLOSURES AND OTHER SPECIFIED DOCUMENTS TO THE BORROWER(S) AFTER FORMS ARE COMPLETED AND SIGNED BY BORROWER(S). THE TOTAL CONSIDERATION IN THIS TRANSACTION, EXCEPT FOR OUR LOAN FUNDS, AND APPROVED SECONDARY FINANCING, IF ANY, MUST PASS THROUGH YOUR ESCROW IN THE FORM OF CASH. DO NOT RECORD OUR SECURITY INSTRUMENT IF YOU HAVE KNOWLEDGE OF A CONCURRENT OR SUBSEQUENT ESCROW THAT WILL TRANSFER SUBJECT PROPERTY UPON COMPLETION OF THIS TRANSACTION.

Do not make any amendments, erasures, strikeouts, white outs or alterations to the documents without Lender's prior approval.

☒	NOTE: Original and Certify 3 copies	☒	HAZARD INSURANCE REQUIREMENTS
☒	SECURITY INSTRUMENT: Conform and Certify 2 copies	☒	LOAN APPLICATION, Borrower to sign
☒	RIDER(S) to NOTE and SECURITY INSTRUMENT: Conform and Certify 2 copies	☐	LOAN APPROVAL CONDITIONS ATTACHMENT
☒	ADDENDUM to NOTE and SECURITY INSTRUMENT: Conform and Certify 2 copies	☐	INITIAL ESCROW ACCOUNT NOTICE
☒	LENDER'S INSTRUCTIONS: Signed by Borrower and Closing Officer/Agent	☒	IMPOUND AUTHORIZATION
☒	ADDENDUM TO LENDER'S INSTRUCTIONS: Signed by Closing Officer/Agent	☒	DISCLOSURE STATEMENT
☒	DISCLOSURES (Reg. Z, Good faith/Itemization, Fair Lending, Servicing Transfer)	☒	PAYMENT LETTER
☐		☒	INFORMATION FOR GOVERNMENT MONITORING
☐		☐	BORROWER NOTICE
☐		☐	NOTICE OF ASSIGNMENT, SALE OR TRANSFER:
☐			Closing Agent to provide one copy to borrower and return signed copy to Lender.
☐	OCCUPANCY AGREEMENT
☒	COMPLIANCE AGREEMENT
☒	W-9 CERTIFICATION
☒	30 DAY LETTER
☐	IRS 4506 FORM
☐	FLOOD NOTICE
☒	NAME AFFIDAVIT
☒	CERTIFICATION & AUTHORIZATION
☐	ARM DISCLOSURE

IN ADDITION TO THE DOCUMENTS NAMED ABOVE, FURNISH THE FOLLOWING INDICATED ITEMS WHEN REQUESTING LOAN FUNDS. YOU MAY REQUEST LOAN FUNDS WHEN ALL CONDITIONS HAVE BEEN MET.

☒	Certified copy of original Escrow/Closing Instructions together with any/all Amendment(s) thereto.
☐	Certified copy of the purchase agreement, deposit receipt together with any/all Addendum thereto
☐	Estimated Closing Statement/HUD-1: 2 Certified copies
☐	First Lien Letter: Signed by title officer assuring our 1st Lien Position in this transaction.
☐	Closing Protection Letter: Signed by title officer assuring our loan funds will be used in accordance with our instructions
☐	Water Stock Certificate showing Lender as first Pledgee, if applicable.
☐	
☐	

DOCUMENT COMPLETION, EXECUTION AND DISTRIBUTION

For a purchase transaction, the closing must be in conformity with the final original sales contract, as amended, with respect to sales price, down payment, parties and terms as approved by Lender. For a refinance transaction, the closing agent must review the date of the transaction and cancellation date on the Notice of Right to Cancel prior to the Borrower signing the document. Provide each Borrower and each person having ownership interest in the secured property with 2 copies of the completed, executed document for his/her records. IF A BORROWER OR OWNER INDICATES A DESIRE TO CANCEL THIS TRANSACTION, DO NOT FUND THE LOAN. CONTACT LENDER IMMEDIATELY FOR FURTHER INSTRUCTIONS.

All documents must be signed exactly as the name of the Borrower is typed under the signature line. Try to use blue ink to distinguish original signatures on documents. All forms bearing a notary section must be notarized by the Closing Agent. If a typed Loan Application form is included with loan documents, it must be signed by the Borrower. Do not make any amendments, erasures, strikeouts, white outs or alterations to the documents without Lender's prior approval. If approved, additions and/or strikeouts must be initialed by all parties required to sign the document. A non-titled spouse must sign the security instrument, Good Faith Estimate, Regulation Z disclosure and, in a refinance transaction, the Notice of Right to Cancel. A Power-of-Attorney must be approved by our legal counsel prior to closing. Please allow at least 3 days for review of the original Power-of-Attorney document by our legal counsel prior to closing. Vesting on the Security Instrument, Title Insurance Policy and Conveyance Deeds must be consistent. Any variations must be approved by Lender prior to loan closing.

YOU ARE NOT AUTHORIZED TO REQUEST LOAN FUNDS UNTIL ALL ESCROW CONDITIONS HAVE BEEN SATISFIED OR WAIVED WITH LENDER'S PRIOR KNOWLEDGE. WE WILL CONSIDER ANY REQUEST FOR LOAN FUNDS TO BE AN ASSURANCE BY CLOSING AGENT THAT ESCROW IS PREPARED TO CONCLUDE THIS TRANSACTION WITHIN 24 HOURS.

SETTLEMENT STATEMENT/HUD-1

Itemize all debts and disbursements in accordance with RESPA settlement statement format requirements on a HUD-1 or HUD-1A form. Forward 1 certified copy of the Estimated Closing Statement when loan funds are requested and 2 certified copies of the Final Settlement Statement/ HUD-1 within 24 hours following disbursement of loan funds. Send the copies to the Lender at the address designated on page three.

TITLE INSURANCE

Should loan proceeds be disbursed, Lender will require an ALTA Title Policy issued at closing and containing the following Endorsements: 100, 116, 8.1 and ALTA 9. Title Policy liability must be in the amount of our loan with an effective date as of the date our security instrument is recorded. The named insured is New Century Mortgage Corporation and/or assigns. The Policy must be free from encumbrance except items: CLEAR TITLE of preliminary title report/commitment dated 04/06/2005. All general and special taxes due and payable must be paid prior to or through this transaction. Secondary Financing ☐ is approved in the amount of \$ NONE ☒ is NOT approved by Lender.

TABLE CLOSING: Contact Lender before 4:00 pm and request a Funding Authorization number before closing this transaction. The Funding Authorization number is your assurance that Lender has authorized disbursement of its loan funds. Return all signed loan documents to Lender within 24 hours following the closing date.

ESCROW CLOSING: Return original signed and certified copies of loan documents for Lender review prior to your request for loan funds. Loan documents must be received by Lender at least 24 hours prior to the scheduled funding date.

**ALL DOCUMENTS MUST BE IN OUR
OFFICE 48 HOURS PRIOR TO
DISBURSEMENT**
**OUR DOCUMENTS
MUST BE RECORDED WITHIN
24 HOURS OF DISBURSEMENT**

Contact for Funds/Funding Authorization
 New Century Mortgage Corporation
 1117 Perimeter Ctr W, Ste N 200
 Atlanta, GA 30338
 Attention: Tina King

Account Manager:
 Account Executive:
 Broker:

Tina King
 Cindy Budry
 Paramount Financial Group

Phone: 770-576-4700

Fee	Paid to	Paid by Borrower	Seller	Broker/ 3rd Party
Discount Fee				
Origination Fee 2.000	Paramount Financial Group	\$1,088.00	\$0.00	\$0.00
Appraisal Fee	MATTHEW C. MCCRAY	\$0.00	\$0.00	\$350.00
Document Preparation Fee	New Century Mortgage	\$300.00	\$0.00	\$0.00
Flood Certification Fee	New Century Mortgage	\$11.20	\$0.00	\$0.00
Processing Fee	New Century Mortgage	\$100.00	\$0.00	\$0.00
Tax Service Fee	New Century Mortgage	\$78.00	\$0.00	\$0.00
Underwriting Fee	New Century Mortgage	\$300.00	\$0.00	\$0.00
Processing Fee	Paramount Financial Group	\$203.50	\$0.00	\$0.00
Attorney Fees	Attorney	\$375.00	\$0.00	\$0.00
Messenger Fee	Attorney	\$80.00	\$0.00	\$0.00

Total Lender fees withheld from loan proceeds \$ 789.20

SALES PRICE	LOAN AMOUNT
0.00	54,400.00

Less Interest @ 15.80

From: 05/23/2005 To: 06/01/2005

142.20

Less Lender Fees from Loan
 Proceeds

\$789.20

Less Net Escrow/
 Impound Reserves

\$0.00

Subtotal \$53,468.60

Gross Escrow/Impound \$0.00

Aggregate Adjustment 0.00

Add yield premium to Broker
 (Paid by Lender) (2.000%)

1,088.00

Estimated Check/Wire Amount
 Loan Proceeds

54,556.60

Laura Toney
 LAURA TONEY S.T.

Closing Agent/Officer *[Signature]*

NAME AFFIDAVIT

DATE: 05/23/2005

LOAN #: 1001848978

BORROWER: LAURA A TONEY

STATE OF SC)

)

SS: 251-11-6990

COUNTY OF Orangeburg)

)

I CERTIFY UNDER PENALTY OF PERJURY THAT I AM THE PERSON NAMED BELOW AND THAT THE SIGNATURE BELOW IS MY TRUE AND CORRECT SIGNATURE.

LAURA A TONEY

(Print Name)

Laura A. Toney
Signature

LAURA ANN TONEY

(Print Name)

Laura Ann Toney
Signature

LAURA TONEY

(Print Name)

Laura Toney
Signature

LAURA T. TONEY

(Print Name)

Laura T. Toney
Signature

(Print Name)

Signature

and that LAURA A TONEY
are one and the same person.
Subscribed and sworn (affirmed) before me
this 23 day of May 2005

L. A. Shephard
Notary Public

My Commission Expires 02-22-16

SOUTH CAROLINA
DRIVER LICENSE

TONEY, LAURA THOMAS
729 CHATMAN ST
BISHOPVILLE, SC, 29010 1215

DL# 004868854
Expires: 10-19-2006

Class: D Hgt: 5-07 Wgt: 175
Sex: F DOB: 10-19-1956
Issued: 10-03-2001 J1031 R 1

Laura T. Toney

Restrictions: None



INSTRUCTIONS FOR FUNDING LOAN

CHECK ONE:

Mail Checks to Property Address _____

Mail Checks to Other Address _____:

UPS Overnight - \$20.00 charge to Client _____

Borrower/Broker to Pick Up Checks _____

Disbursements are usually available after 3:00 pm on the day of funding. Please call our office ((803) 779-1711 or Toll Free: (888) 215-2135) to confirm your disbursement is ready before you make the trip to pick up your check.

Please Note: All requests for stop payments on checks will incur a \$25.00 surcharge and will be taken out of the re-issued check.

Special Instructions:

Copy ID: Pictur
Blue/Black Ink _____
To sign Legals: _____

PACKAGE DATED: _____

Collect \$ from Client 0

UPDATE ORDERED: _____

UPDATED RECEIVED: _____

Other: *Non-owner occupied
*Client on title as Laura T. Toney, doc say Laura A. Toney,
just sign name affidavit in file.

ATTORNEY PREFERENCE DISCLOSURE

ST I have been advised that I have the right to have an attorney of my choice close this loan.

ST I was advised prior to closing by my Broker or Lender's representative of my right to choose an attorney.

_____ I was advised at closing of this right, and understanding this right, chose to proceed with the closing.

SOUTH CAROLINA ATTORNEY AND INSURANCE PREFERENCE DISCLOSURE

1. I have been informed by the Lender that I have the right to express my preference as to the attorney that will be employed to represent me in all matters relating to the closing of my loan. (Check one)

- ☐ I/We have no preference for an attorney to represent me/us in this transaction.
- ☒ I/We will employ the attorney identified below to represent me/us in this transaction:

Name: Ratchford & May LLC
Address: _____
Phone: _____

2. I have been informed by the Lender that I have the right to choose whichever agent and insurer will furnish required hazard and/or flood insurance in connection with the mortgage loan. (Check one)

- ☐ I/We have no preference for an agent or insurer.
- ☒ I/We will obtain hazard and/or flood insurance from the following agent or insurer:

Name: Turberville Ins. Agency
Address: _____
Phone: _____

New Century Mortgage Corporation may require that any attorney or insurance agent chosen by you be able to provide reasonable security to New Century Mortgage Corporation by way of mortgage title insurance in a company acceptable to New Century Mortgage Corporation and hazard or flood insurance in a company acceptable to New Century Mortgage Corporation

ACKNOWLEDGMENT

I/We hereby acknowledge receipt of this Attorney and Insurance Preference Disclosure and further acknowledge that I/we understand its provisions.

<u>Sandra T. Toney</u> Borrower LAURA A TONEY T. S.T.	<u>5/23/05</u> Date	_____ Borrower	_____ Date
_____ Borrower	_____ Date	_____ Borrower	_____ Date
_____ Borrower	_____ Date	_____ Borrower	_____ Date
_____ Borrower	_____ Date	_____ Borrower	_____ Date

GOOD FAITH ESTIMATE - ITEMIZATION

Lender: New Century Mortgage Corporation
1117 Perimeter Ctr W, Ste N 200
Atlanta, GA 30338
Borrower: LAURA A TONEY

Date: May 23, 2005

Loan Number: 1001848978

Property: 1030 SPRING STREET
Orangeburg, SC 29117-

The information provided below reflects charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 or HUD-1A settlement statement which you will be receiving at settlement. The HUD-1 or HUD-1A settlement statement will show you the actual cost for items paid at settlement.

☐ Preliminary Estimate☐ Redisclosure

☒ Final Disclosure

Sales Price: \$ 0.00

Loan Amount: \$ 54,400.00

Index: 0.000 Margin: 0.000

Reference Number	ITEMIZATION OF PREPAID FINANCED CHARGES			
	Items Payable in Connection with Loan			
801	Loan Origination Fee	Broker	\$	1,088.00
813	Document Preparation Fee	Lender	\$	300.00
816	Flood Certification Fee	Lender	\$	11.20
820	Processing Fee	Lender	\$	100.00
822	Tax Service Fee	Lender	\$	78.00
826	Underwriting Fee	Lender	\$	300.00
827	Processing Fee	Broker	\$	203.50
1107	Attorney Fees	Attorney	\$	375.00
1116	Messenger Fee	Attorney	\$	80.00
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
901	Prepaid Interest (9 days) at 10.600 % per annum	Lender	\$	142.20 *
			\$	
	Total Prepaid Finance Charges		\$	2,677.90

LAURA A. TONEY

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

I acknowledge I have received a copy of the booklets, "Buying Your Home, Settlement Costs and Helpful Information" and "Consumer Handbook on Adjustable Rate Mortgages," if applicable. I fully understand the amounts indicated above are ONLY ESTIMATES and may vary from the actual settlement charges at closing. Further, I fully understand that the loan origination fee, interest rate, term and monthly payment are based on my application and may be subject to change prior to close. If, for any reason, the loan for which I have applied does not close, I agree to reimburse the Lender for any and all costs incurred to process my application including, but not limited to, the appraisal and credit report.

Date _____

Date _____

Date _____

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan

1 ☐ FHA	2 ☐ FmHA	3 ☒ Conv. Unins.	6. File Number 20050366	7. Loan Number 1001848978	8. Mortgage Insurance Case Number
4 ☐ VA	5 ☐ Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Laura T. Toney

ADDRESS OF BORROWER: 1030 Spring Street, Orangeburg, SC 29117

E. NAME OF SELLER: REFINANCE
FUNDING DATE: 05/27/2005

ADDRESS OF SELLER:

F. NAME OF LENDER: New Century Mortgage Corporation

ADDRESS OF LENDER:

G. PROPERTY LOCATION: 1117 Perimeter Center West, Atlanta, GA 30338
1030 Spring Street
Orangeburg, SC 29117H. SETTLEMENT AGENT: RATCHFORD & MAY, LLC
1813 PICKENS STREET, COLUMBIA, SC 29201
PLACE OF SETTLEMENT: 1813 PICKENS STREET, COLUMBIA, SC 29201

I. SETTLEMENT DATE: 5/23/2005

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER

101. Contract sales price

102. Personal property

103. Settlement charges to borrower (line 1400) 4,394.76

104. Payoff to Bank of America 38,902.63

105.

Adjustments for items paid by seller in advance

106. City/town taxes to

107. County taxes to

108. Assessments to

109. to

110. to

111. to

112. to

120. GROSS AMOUNT DUE FROM BORROWER 43,297.39

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER

201. Deposit or earnest money

202. Principal amount of new loan(s) 54,400.00

203. Existing loan(s) taken subject to

204.

205.

206. Principal amount of seller financing

207.

208.

209.

209a

209b

Adjustments for items unpaid by seller

210. City/town taxes to

211. County taxes to

212. Assessments to

213. to

214. to

215. to

216. to

217. to

218. to

219. to

220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER 54,400.00

300. CASH AT SETTLEMENT FROM/TO BORROWER

301. Gross amount due from borrower (line 120) 43,297.39

302. Less amounts paid by/for borrower (line 220) 54,400.00

303. CASH ☐ From ☒ To BORROWER 11,102.61

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER

401. Contract sales price

402. Personal property

403.

404.

405.

Adjustments for items paid by seller in advance

406. City/town taxes to

407. County taxes to

408. Assessments to

409. to

410. to

411. to

412. to

420. GROSS AMOUNT DUE TO SELLER

500. REDUCTIONS IN AMOUNT DUE TO SELLER

501. Excess deposit (see instructions)

502. Settlement charges to seller (line 1400)

503. Existing loan(s) taken subject to

504. Payoff of first mortgage loan

505. Payoff of second mortgage loan

506. Principal amount of seller financing

507.

508.

509.

509a

509b

Adjustments for items unpaid by seller

510. City/town taxes to

511. County taxes to

512. Assessments to

513. to

514. to

515. to

516. to

517. to

518. to

519. to

520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER

600. CASH AT SETTLEMENT TO/FROM SELLER

601. Gross amount due to seller (line 420)

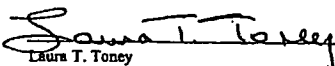
602. Less reductions in amount due seller (line 520)

603. CASH ☒ To ☐ From SELLER

107.

L. Settlement Charges				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. TOTAL SALES/BROKER'S COM. based on price	@	% =			
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission paid at Settlement					
704.	to				
800. Items Payable In Connection With Loan					
801. Loan Origination Fee	2.00 %	to	Paramount Financial Group	1,088.00	
802. Loan Discount	%	to			
803. Appraisal Fee		to	Matthew C. McCray	350.00	
804. Document Preparation Fee		to	New Century Mortgage Corporation	300.00	
805. Flood Certification Fee		to	New Century Mortgage Corporation	11.20	
806. Processing Fee		to	New Century Mortgage Corporation	100.00	
807. Tax Service Fee		to	New Century Mortgage Corporation	78.00	
808. Underwriting Fee		to	New Century Mortgage Corporation	300.00	
809. Yield Premium paid by Lender		to	Paramount Financial Group <\$1,088.00>	*P.O.C.*	
810. Processing Fee		to	Paramount Financial Group	203.50	
811.	to				
812.	to				
813.	to				
814.	to				
815.	to				
900. Items Required By Lender To Be Paid In Advance					
901. Interest from 5/23/2005 to 6/1/2005	@	15.80	/day	142.20	
902. Mortgage Insurance Premium for	months	to			
903. Hazard Insurance Premium for	1 years	to	Turbeville Insurance Agency	854.36	
904.	years	to			
905.	years	to			
1000. Reserves Deposited With Lender					
1001. Hazard insurance	months@		per month		
1002. Mortgage insurance	months@		per month		
1003. City property taxes	months@		per month		
1004. County property taxes	months@		per month		
1005. Annual assessments	months@		per month		
1006.	months@		per month		
1007.	months@		per month		
1008.	months@		per month		
1009.	months@		per month		
1100. Title Charges					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to	Poinsettia Land Title		240.00	
1103. Title examination	to	Ratchford and May		75.00	
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to	Ratchford and May		375.00	
(includes above items numbers:					
1108. Title insurance	to	Investors Title		162.50	
(includes above items numbers:					
1109. Lender's Coverage:		INS AMT:	54,400.00		
1110. Owner's Coverage:		INS AMT:			
1110a					
1111. Courier/Wire Fee	to	Ratchford and May		35.00	
1112. Package Production and Transmittal Fee	to	Ratchford and May		45.00	
1113.	to				
1200. Government Recording and Transfer Charges					
1201. Recording Fees: Deed \$30.00; L-Mortgage(s) \$5.00; Releases				35.00	
1202. City/county tax/stamps: L-Mortgage(s)					
1203. State tax/stamps: L-Mortgage(s)					
1204.					
1205.					
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Roof Inspection	to				
1304.	to				
1305.	to				
1306.	to				
1307.	to				
1308.	to				
1309.	to				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				4,394.76	

I have carefully reviewed the HUD - 1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD - 1 Settlement Statement.


Laura T. Toney

Borrower

Borrower

The HUD - 1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

WARNING: It is a crime to knowingly make false statements in the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

108.

RATCHFORD & MAY, LLC

Settlement Agent

5/23/2005

Date

28050366

ORIGINAL

Return To:
 New Century Mortgage
 Corporation
 18400 Von Karman, Suite 1000
 Irvine, CA 92612

Prepared By:
 New Century Mortgage
 Corporation
 18400 Von Karman, Suite 1000
 Irvine, CA 92612

FILED Jun 01, 2005 10:14:10 am
 BOOK 01587
 PAGE 0104 THRU 0122
 INSTRUMENT # 2005003304

FILED
 ORANGEBURG
 COUNTY
 GAIL LANEY
 REGISTER
 OF DEEDS

Signature
Hail Toney

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 23, 2005 together with all Riders to this document.

(B) "Borrower" is LAURA A. TONEY

L. S. T.

Borrower is the mortgagor under this Security Instrument
 (C) "Lender" is New Century Mortgage Corporation

Lender is a Corporation
 organized and existing under the laws of California

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

1001848978

Form 3041 1/01

VMP -6(SC) (04/09)

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Initials: *S.T.*

VMP Mortgage Solutions, Inc. (800) 521-7201

Ref
 RITCHFORD & MAY LLC
 1813 PICKENS ST
 COLUMBIA, SC 29201

Lender's address is 18400 Von Karman, Suite 1000, Irvine, CA 92612

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 23, 2005

The Note states that Borrower owes Lender FIFTY-FOUR THOUSAND FOUR HUNDRED AND 00/100 Dollars

(U.S. \$54,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2035

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the

County of Orangeburg
(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)

See Legal Description Attached Hereto and Made a Part Hereof

Parcel ID Number: 173-06-16-009
 1030 SPRING STREET
 Orangeburg
 ("Property Address"):

which currently has the address of

(City) South Carolina 29117- (Zip Code)

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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RAINFORD & MARLIS
 187 S. PICKENS ST.
 COLUMBIA, SC 29201

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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COLUMBIA, SC 29201

due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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DAVID DDD & MAY LLC
101 PICKENS ST
COLUMBIA, SC 29201

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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Form 3041 1/01

RAICHE DDD & CO
10101 COLUMBIA ST
COLUMBIA, SC 29201

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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1013 HICKORY ST
COLUMBIA, SC 29201

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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 HATCHFORD & MAY LLC
 1613 PICKENS ST
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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.
23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
24. **Homestead Waiver.** Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.
25. **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.
26. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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RD & MAY LLC
 PICKENS ST
 SCARLETT, SC 29201

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

Signed, sealed and delivered in the presence of:

Charles K. Kulpater Laura A. Toney (Seal)
LAURA A. TONEY
T.A.T. -Borrower

M. May

Laura A. Toney (Seal)
-Borrower

[Signature] (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

STATE OF SOUTH CAROLINA,

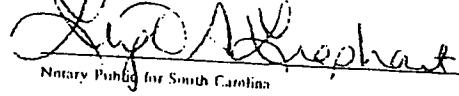
1. Tracey L. Kimpatrice
Laura T. Toney

Richland County ss:
do hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this

23rd day of May 2005


Notary Public for South Carolina

My Commission Expires: 2-22-16

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RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 23rd day of May, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to New Century Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1030 SPRING STREET, Orangeburg, SC 29117-

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01

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Initials: S.T.

VMP Mortgage Solutions
(800)521-7291

RATCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29204

E. "BORROWER'S RIGHT TO RENSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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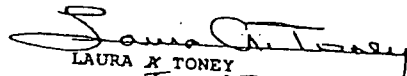
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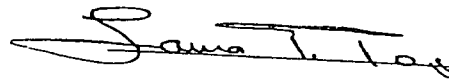
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Form 3170 1/01

STEFORD & MAY LLC
43 PICKENS ST
JAMBIA, SC 29201

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


LAURA X TONEY (Seal)
T. S.T. -Borrower

____ (Seal)
-Borrower


Laura T. Toney (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

VMP-57 R (0401). 01

Page 3 of 3

1001848978

Form 3170 1/01

BUTCHFORD & MAY LLC
1813 PICKENS ST
COLUMBIA, SC 29201

Lot No. 1: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, State of South Carolina, being more particularly shown and delineated on a plat thereof by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, Jr., RLS, and duly recorded in the Office of the RMC for Orangeburg County, in Plat Book 72-S at Page 209, and all metes, bounds, courses, distances and directions as are shown on the said plat are specifically incorporated as a part of this legal description as if stated herein verbatim.

Derivation: This being the same property first conveyed to Carrie Bell Thomas by deed from Michael Leroy Thomas, Probate File No. 2002-ES-38-151, recorded in Book 982, at Page 111, in the ROD Office for Orangeburg County, South Carolina Records. Most recently conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003, and recorded October 6, 2003, in Deed Book 1006, at Page 315, in the ROD Office for Orangeburg County, South Carolina Records.

Lot No. 2: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, State of South Carolina, being shown as portions of Lots 26, 27 and 29, Boulevard Terrace, containing 0.10 acres, more or less, as shown on that plat of survey prepared for Angela Y. Spigner by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, Ind., RLS, dated January 27, 1996 and recorded in the Office of the RMC for Orangeburg County in Plat Book 75-S at Page 332. Being bounded and measuring generally as follows: On the Northeast by Lot No. 29, property now or formerly of Jerold Keitt, measuring thereon 58.40 feet; on the Southeast by portion of Lot 26, 17 and 28, property now or formerly of David Hodgson, measuring thereon 74.96 feet; and on the Southwest by Spring Street measuring thereon 60.92 feet; and on the Northwest by Lot 6, Block "B" property now or formerly of Lamar Judy, measuring thereon 74.98 feet.

Derivation: This being the same property first conveyed to Carrie Bell Thomas by Deed of Distribution of the Estate of Michael Leroy Thomas, Probate File No. 2002-ES-38-151, recorded in Book 982, at Page 111, in the ROD Office for Orangeburg County, South Carolina Records. Most recently conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003, and recorded October 6, 2003, in Deed Book 1006, at Page 315, in the ROD Office for Orangeburg County, South Carolina Records.

This conveyance is made subject to any and all existing reservations, easements, right-of-way, zoning ordinances, and restrictive or protective covenants that may appear of record or on the premises.

TMS No. 0173-06-16-009 (Real Property)

DDDDDDTV ADDRESS.

RATCHFORD & MAY, LLC REAL ESTATE
ATTORNEYS AT LAW - ESCROW ACCOUNT IV
1813 PICKENS STREET
COLUMBIA, SC 29201
(803) 779-1711

COLUMBIA,
SOUTH CAROLINA

SCDL# 00480880
10.19.06
10.03.01

07-219/539

4018

5/23/2005

PAY TO THE
ORDER OF

Laura T. Toney

\$ 11,102.61

Eleven Thousand One Hundred Two Dollars and 61 Cents

DOLLARS

VOID AFTER 180 DAYS

MEMO

client proceeds

Theresa K. Kypatun

⑈004018⑈ ⑈053902197⑈ ⑈100516137⑈

79⑈0001110261⑈

Date 05-24-2005 Account 7100516137 Serial 4018 Amount 11102.61 TR 5390219 Sequence 28346970 BankNum 1 TranCode 70
DbCr D

DBA Debit Memo
257 South Florence
2572 05-24-05 10:12 0061
7100516137
TRANS AMOUNT: \$11,102.61

⑈053902197⑈ ⑈100516137⑈ ⑈004018⑈

may 21 05

2772 31664

Theresa K. Toney

ORIGINAL DOCUMENT PRINTING TECHNOLOGY: CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER FOR VERIFICATION OF AUTHENTICITY FOR COMPLETE SECURITY FEATURES

RATCHFORD & MAY, LLC REAL ESTATE
ATTORNEYS AT LAW - ESCROW ACCOUNT IV
1813 PICKENS STREET
COLUMBIA, SC 29201
(803) 779-1711

COLUMBIA, SOUTH CAROLINA

87-219/539

4017

5/23/2005

PAY TO THE ORDER OF Bank Of America

Thirty-Eight Thousand Nine Hundred Two Dollars and 63 Cents \$ 38,902.63

DOLLARS

VOID AFTER 180 DAYS

MEMO

payoff mortgage

⑆004017⑆ ⑆053902197⑆ 7100516137⑆

⑆0003890233⑆

Date 05-26-2005 Account 7100516137 Serial 4017 Amount 38902.53 TR 5390219 Sequence 21427400 BankNum 1 TranCode C
DbCr D

004017
053902197
7100516137

MAY 26 2005
BANK OF AMERICA NA CAR
0453201964 E1247 99 P29
65/25/05
6200182903

MAY 27 2005

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ORANGEBURG) MORTGAGE LIEN SATISFACTION
 AFFIDAVIT PURSUANT TO
 SECTION 29-3-330 OF SC CODE OF LAWS
 FOR BOOK 1152 AT PAGE 175

The undersigned on oath, being first duly sworn, hereby certifies as follows:

1. The undersigned is a licensed attorney admitted to practice in the State of South Carolina.
2. That with respect to the mortgage given from Michael L. Thomas to Bank of America dated 12/21/01 and recorded in the RMC Office for Orangeburg County in Book 1152 at Page 175.

A.) { x } That the undersigned was given a written payoff information and made such payoff and is in possession of a canceled check to the mortgagee, holder of record, or representative servicer;

B.) { } That the undersigned was given written payoff information and made such payoff by wire transfer or other electronic means to the mortgagee, holder of record, or representative servicer and has confirmation from the undersigned's bank of the transfer to the account provided by the mortgagee, holder of record, or representative servicer.

Under penalties of perjury, I declare that I have examined this affidavit this 29 day of December, 2005 and, to the best of my knowledge and belief, it is true, correct, and complete.

Janette H. Butler
 Witness
Ralph A. Shephard
 Witness

M. H. May
 Signature
M. H. May
 Name (please print)

66128
 Attorney's SC Bar Number
 Address: 1813 Pickens Street
 Columbia, SC 29201
 Telephone: 803-779-1711

STATE OF SOUTH CAROLINA)
)
 COUNTY OF Richland) PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned, and made oath that s/he saw the within-named M. H. May, sign, seal, and deliver the within Affidavit for the uses and purposes therein mentioned, and the s/he, with the other witness subscribed above witnessed the execution thereof.

Janette H. Butler

Sworn to before me this 29 day of December, 2005

Ralph A. Shephard
 Notary Public for South Carolina
 My Commission Expires: 2-22-15

at RATCHFORD & MAY LLC
 1813 PICKENS ST
 COLUMBIA, SC 29201

FILED Dec 30, 2005 10:07:11 am
 BOOK 01659
 PAGE 0117 THRU 0117
 INSTRUMENT # 2005007767

FILED
 ORANGEBURG
 COUNTY
 CLERK
 130.
 OF DEEDS

Korn Law Firm

Post Office Box 11264
Columbia, SC 29211-1264

Phone: 803-252-5817
Fax: 803-252-5827

December 24, 2008

mail
Countrywid Home Loans, Inc.
7105 Corporate Drive
Plano, TX 75024

INVOICE

Matter ID: L27-02370

Client ID: L_Countrywide

Toney, Laura T.

Matter Producer: PDK

Client Producer: PDK

71048818
1030 Spring Street, Orangeburg, SC 29117

For Professional Services Rendered:

03/10/2008	HGM	Telephone conference with Judge's office to confirm Defendant is providing court reporter for motion hearing	0.20 hr	\$30.00
03/10/2008	HGM	Review motion to vacate foreclosure decree	0.50 hr	\$75.00
03/10/2008	HGM	Legal Research	0.50 hr	\$75.00
03/10/2008	HGM	Review file and prepare documents for motion hearing	0.80 hr	\$120.00
03/11/2008	HGM	Travel to and from Orangeburg to attend the motion hearing	2.50 hr	\$375.00
03/17/2008	HGM	Draft Order from Motion hearing; draft cover letter	0.50 hr	\$75.00
04/15/2008	HGM	Review Rule 60 Motion to reconsider from Laura Toney.	0.50 hr	\$75.00
04/15/2008	HGM	Draft motion for sanctions with certificate of service.	0.70 hr	\$105.00
04/17/2008	HGM	Legal research for Toney Motion.	1.50 hr	\$225.00
04/18/2008	HGM	Draft return to Rule 60 Motion and certificate of service.	1.80 hr	\$270.00
04/18/2008	HGM	Telephone conference with judge's office to schedule motion hearing; draft notice of hearing.	0.50 hr	\$75.00
04/21/2008	HGM	Telephone conference to coordinate court reporter for motion hearing.	0.20 hr	\$30.00
05/06/2008	HGM	Attend hearing; travel to and from hearing.	3.10 hr	\$465.00
05/12/2008	HGM	Telephone conference to Judge and Attorney Young to coordinate hearing.	0.30 hr	\$45.00
05/12/2008	HGM	Draft hearing notice; confirm court reporter.	0.30 hr	\$45.00
05/13/2008	HGM	Research caselaw; prepare draft attorney closing affidavit.	2.00 hr	\$300.00
05/13/2008	HGM	Telephone conference with Attorney May to confirm hearing date.	0.30 hr	\$45.00
05/13/2008	HGM	Document Preparation of draft affidavit of witness Tracey Kirkpatrick.	0.50 hr	\$75.00
05/15/2008	TAT	prepared Subpoenas for attorney's review as to the closing attorney and his paralegal to attend at hearing	0.50 hr	\$37.50
05/20/2008	TAT	prepared cover Letter to closing attorney and closing paralegal with attached Subpeona	0.50 hr	\$37.50
05/20/2008	HGM	Review and sign witness subpoenas; review rules and calculate witness milage.	0.30 hr	\$45.00
05/21/2008	HGM	Pick up loan closing file from Attorney May.	0.60 hr	\$90.00
05/22/2008	HGM	Review loan closing file; telephonce conference with title abstract company; revise	2.30 hr	\$345.00

131.

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust
Company as Trustee for the Holders
of New Century Home Equity Loan
Trust, Series 2005-A, Asset Backed
Pass-Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Investment Loan
Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and
LaSalle Bank National Association,
Trustee for Lehman Brothers
Structured Asset Investment Loan
Trust Sail 2005-2,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO:2007-CP-38-807

**SUPPLEMENTAL AFFIDAVIT OF
ATTORNEY'S FEES**

PERSONALLY APPEARED BEFORE ME who being duly sworn, deposes and
says that:

1. He is a licensed attorney having practiced in the State of South Carolina since 1991.
2. He is an associate with the Korn Law Firm, P.A., said Korn Law Firm having been retained by Plaintiff to represent it in the above-referenced matter.
3. The Korn Law Firm incurred a total of \$9,157.95 in fees and costs in connection with the responding to and appearing at the previous hearings on the Defendant Laura Toney's motions to vacate the foreclosure decree.

4. He estimates that additional fees and costs of **\$750.00** will be incurred to prepare for and attend the Defendant Laura Toney's Motion for Reconsideration hearing and prepare a proposed order.

5. Attached hereto and incorporated herein by reference is a billing statement which sets out the nature of the legal services rendered by the Korn Law Firm, P.A.

6. That this is a foreclosure action that has been contested and difficult case and involved legal research and preparation of a return to the motion, participation and appearance in this action.

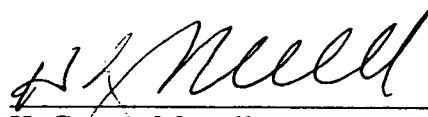
7. The attached billing statements reflect the time and labor devoted to this and the related actions and such work has been necessary to protect and safeguard the Plaintiff's mortgage lien.

8. Plaintiff's counsel is a regular practitioner in foreclosure and bankruptcy matters, is a member of the South Carolina and Lexington County Bar Associations, a member of the South Carolina Bankruptcy Law Association and has been a frequent lecturer at legal seminars over the past several years and is the author of "Mortgages on Mobile Homes: How Secure is your Secured Interest?" published in the South Carolina Lawyer.

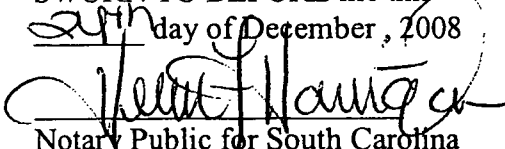
9. Plaintiff's counsel charges hourly at \$150.00 per hour for attorney time and \$75.00 for paralegal, which is a rate equal to or less than the fee customarily charged for the type of legal services provided.

10. Plaintiff's counsel has obtained beneficial results for his client, including entry of a foreclosure decree, a denial and dismissal of a previous motion to vacate the foreclosure decree and a denial of a Rule 60 motion.

FURTHER AFFIANT SAYETH NOT.


H. Guyton Murrell
Attorney for Plaintiff

SWORN TO BEFORE me this
27th day of December, 2008


Notary Public for South Carolina

My Commission Expires: 10/11/2009

Korn Law Firm

Post Office Box 11264
Columbia, SC 29211-1264

Phone: 803-252-5817
Fax: 803-252-5827

December 24, 2008

Matter ID: L27-02370

For Professional Services Rendered:

		closing attorney affidavit.		
05/23/2008	HGM	Review hearing transcript; amend sanctions motion.	1.30 hr	\$195.00
06/16/2008	HGM	Research caselaw on discovery; telephone conference regarding discovery rules.	0.70 hr	\$105.00
06/17/2008	HGM	Research discovery rules.	0.70 hr	\$105.00
06/17/2008	HGM	Draft objection to discovery request.	1.50 hr	\$225.00
08/05/2008	HGM	Telephone conference with closing attorney; draft Affidavit for closing attorney; Draft Affidavit of Tracey Kirkpatrick; Draft Cover Letter; hand-delivered Affidavits to closing attorney's office	3.50 hr	\$525.00
08/19/2008	HGM	Review closing attorneys notes on draft Affidavit; revise Affidavit and hand-deliver	1.10 hr	\$165.00
08/20/2008	HGM	Draft cover letter and certificate of service forwarding Affidavits with copies to Clerk of Court for filing	0.70 hr	\$105.00
08/25/2008	HGM	Review file; prepare exhibits for hearing.	1.10 hr	\$165.00
08/26/2008	HGM	Telephone conference with Attorney May regarding hearing subpoena.	0.50 hr	\$75.00
08/27/2008	HGM	Travel to and from Orangeburg County, attend hearing.	6.10 hr	\$915.00
08/28/2008	HGM	Draft order regarding bond; forward to Attorney Young for review.	1.40 hr	\$210.00
08/29/2008	HGM	Review letter from Attorney Young approving order; forward order to judge.	0.30 hr	\$45.00
09/04/2008	HGM	Telephone conference with judge's office regarding Bond.	0.20 hr	\$30.00
09/11/2008	HGM	Review handwriting report; draft letter to judge.	1.30 hr	\$195.00
09/12/2008	HGM	Review letter from Attorney Young.	0.20 hr	\$30.00
09/13/2008	HGM	Research handwriting analysis; phone conference with possible expert witness.	2.10 hr	\$315.00
09/15/2008	HGM	Review transcript from prior hearing; prepare additional exhibits for hearing.	1.30 hr	\$195.00
09/16/2008	HGM	Travel to and from Orangeburg County; attend motion hearing.	3.30 hr	\$495.00
11/17/2008	HGM	Review hearing transcripts, pleadings and evidence to prepare draft order	1.50 hr	\$225.00
11/20/2008	HGM	Review correspondence form Judge denying Defendant's motion	0.20 hr	\$30.00
11/21/2008	HGM	Draft proposed order denying Defendant's motion	2.30 hr	\$345.00
12/22/2008	HGM	Review Order denying Defendant's Rule 60 motion; Draft Certificate of Service	0.30 hr	\$45.00

Total Professional Services: \$7,800.00

For Disbursements Incurred:

05/23/2008	Check # 70446 Missy Graczyk, Court Reporter; Disbursement for Court Reporting Fees	\$301.80
09/11/2008	Check # 78080 Missy Graczyk, Court Reporter; Disbursement for Appearance Fee & Transcript	\$704.40
09/26/2008	Check # 79388 Missy Graczyk-Court Reporter; Disbursement for Transcript of Testimony	\$351.75

Total Disbursements Incurred: **134.** \$1,357.95

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

Deutsche Bank National Trust)

Company as Trustee for the Holders)

of New century Home Equity Loan)

Trust, Series 2005-A, Asset Backed)

Pass-Through Certificates.)

PLAINTIFF,)

vs.)

Laura T. Toney a/k/a Laura A.)

Toney, LaSalle Bank National)

Association, as registered holders of)

Structured Asset Investment Loan)

Trust, Mortgage Pass-Through)

Certificates, Series 2004-11 and)

LaSalle Bank National Association,)

Trustee for Lehman Brothers)

Structured Asset Investment Loan)

Trust Sail 2005-2,)

DEFENDANT.)

IN THE COURT OF COMMON PLEAS

C.A. NO.: 2007-CP-807

AFFIDAVIT OF TRACEY KIRKPATRICK

PERSONALLY appeared before me, the undersigned, who first being duly sworn, deposes and says:

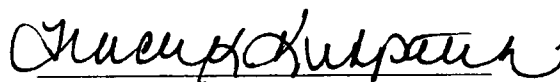
My name is Tracey Kirkpatrick and I am employed as a paralegal with attorney Michael May's office. My job duties include preparation of and assistance with real estate closings under the supervision and direction of attorney May. I witnessed Laura Toney on May 23, 2005 sign the mortgage for her refinance closing for her property located at 1030 Spring Street, Orangeburg, SC and signed the mortgage as a witness. The closing was conducted by attorney May at our office at 1813 Pickens Street, Columbia, SC.

Our office contracted with a title examination company which works under the direction of attorney May to do the title search necessary to examine the title records on the subject property. I know through my own personal knowledge that attorney May reviewed the title search and supervised the preparation of the related title report and other documents used at the closing. Our office prepared the HUD Settlement Statement under the supervision and direction

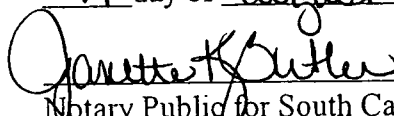
of attorney May and it accurately reflects all disbursements and services that were performed as part of the loan transaction. I also know through my own personal knowledge that attorney May reviewed the closing documents provided by the lender to confirm their compliance with South Carolina law.

I personally observed Ms. Toney sign the mortgage for this closing or I would not have signed it as a witness. I know Laura Toney attended the closing because I saw her sign the mortgage and we verified her identity through her Drivers License. After the closing our office, under the supervision of attorney May had the mortgage recorded and paid the recording fee at the Orangeburg County Register of Deeds. After we received the recorded mortgage back from the Register of Deeds office, attorney May confirmed it had been recorded properly, and our office mailed it along with the title insurance policy to the lender. My signature on the mortgage as a witness accurately and truthfully reflects my presence when Laura Toney signed it. A copy of the recorded mortgage is attached hereto as Exhibit "A".

I also know from my own personal knowledge that our office, under the supervision of attorney May, disbursed the loan proceeds as noted on the HUD Settlement Statement. As a normal part of my duties I myself wrote, signed and mailed or overnighted the checks for disbursement of the loan proceeds. I do not remember whether Ms. Toney picked up her check from our office, or if her mortgage broker picked it up for her, or if I mailed it to her address. I do know that all of the disbursements including the disbursement of loan proceeds in the amount of \$ 11,102.61 to Laura Toney were done through the law firm's trust accounts and under the supervision of attorney May.


Tracey Kirkpatrick

SWORN to before me this
14th day of August, 2008

, (SEAL)
Notary Public for South Carolina
My Commission Expires: 11-08-2014

Deutsche Bank National Trust Company as
Trustee for the Holders of New Century
Home Equity Loan Trust, Series 2005-A,
Asset Backed Pass-Through Certificates,

Plaintiff,

-vs-

Larua T. Toney a/k/a Larua A. Toney,
LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Securities Corporation
Structured Asset Investment Loan trust,
Mortgage Pass-Through Certificates, Series
2004-11 and LaSalle Bank National
Association, trustee for Lehman Brothers
Structured Asset Investment Loan Trust
Series 2005-2

Defendants.

CIVIL ACTION NO. 07-CP-38-807
JUDGMENT ROLL NO. 08-24

cc: REPORT ON SALE
Korn Law Firm

TO THE HONORABLE COMMON PLEAS COURT FOR COUNTY OF ORANGEBURG,
SOUTH CAROLINA:

I, O. Davie Burgdorf, Master-in-Equity for said County, respectfully report:
That under and in pursuance of the judgment in the above-entitled action dated January 9,
2008, after due and legal advertisement, I sold at public auction the real estate described in said
judgment on sales day on February 4, 2008, and said real estate was purchased as follows:

Purchaser: Deutsche Bank national Trust Company
Bid and Purchaser(s) Costs: \$40,025.00

The bid was not held open for thirty days for the reception of higher bids, said price
being the last and highest bid for said property. Purchaser has fully complied with the terms of
sale, and I have executed and delivered to said purchaser proper deed of conveyance for the
said premises.

The proceeds from the sale have been applied to the payment of the expenses of sale and to
the costs and expenses of this action amounting to: \$ 1,064.53
Balance Applied to Plaintiff's Mortgage Indebtedness, No Money Passed 38,960.47

TOTAL PROCEEDS \$ 40,025.00

Itemized statement of receipts and disbursements is attached hereto.
I hold canceled checks for all disbursements.

Respectfully submitted,

Date: February 20, 2008

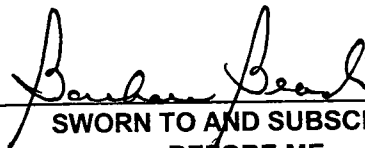
Master-in-Equity for Orangeburg County

137.

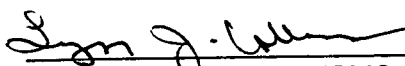
State of South Carolina
County of Orangeburg

Personally appeared before me,
Barbara Beach
Controller
of The Times And Democrat,
a division of Lee Publications, Inc.
A newspaper published at Orangeburg,
County of Orangeburg,
State of South Carolina.
Who declares that the attached
Notice was published in said newspaper
On the following dates:

January 18 2008
January 25 2008
February 01 2008


SWORN TO AND SUBSCRIBED
BEFORE ME

February 01 2008


NOTARY PUBLIC, S.C.

My commission Expires: February 14, 2015

MASTER'S SALE
Non-Deficiency

BY VIRTUE OF A JUDGMENT
OF THE COURT OF COMMON
PLEAS FOR THE COUNTY OF
ORANGEBURG, STATE OF
SOUTH CAROLINA, IN THIS
CASE OF

Deutsche Bank National Trust
Company as Trustee for the
Holders of New Century Home
Equity Loan trust, Series 2005-A,
Asset Backed pass-Through
Certificates, Plaintiff

vs.

Laura T. Toney a/k/a Laura A.
Toney, LaSalle Bank National
Association, as trustee for the
Registered holders of Structured
Asset Securities Corporation,
Structured Asset Investment
Loan trust, Mortgage
Pass-Through Certificates,
Series 2004-11 and LaSalle
Bank National Association,
Trustee for Lehman Brothers
Structured Asset Investment
Loan trust, Series 2005-2,
Defendants

I WILL SELL AT PUBLIC
AUCTION, IN THE THIRD
FLOOR COURTROOM, ROOM
304C ORANGEBURG COUNTY
COURTHOUSE, ON THE FIRST
MONDAY IN FEBRUARY, THE
DATE OF THE SALE BEING
MONDAY, FEBRUARY 4, 2008,
DURING THE LEGAL HOURS
OF SALE COMMENCING AT
11:00 A.M., THE FOLLOWING
REAL ESTATE:

All that certain piece, parcel or lot
of land, together with the
improvements thereon if any
situate, lying and being in the
City of Orangeburg, County of
Orangeburg, State of South
Carolina, being shown as a
portion of Lots 26, 27 and 28,
Boulevard Terrace, containing
0.10 acre, as shown on that plat
of survey prepared for Angela Y
Spigner by Donald J. Smith, Jr.,
RLS, dated January 27, 1993,
and recorded in the office of the
Register of Deeds for
Orangeburg County in Plat Book
75-S at page 332.

(See Judgment Roll # 20075-24
in the Clerk of Court's Office for a
full property description)

TMS#: 0173-06-16-009

Property Address:
1030 Spring Street, Orangeburg

TERMS OF SALE:
SUCCESSFUL BIDDER,
OTHER THAN PLAINTIFF, WILL
DEPOSIT WITH THE
UNDERSIGNED MASTER AT
THE CONCLUSION OF THE
BIDDING FIVE PERCENT OF
THE BID IN CASH OR
EQUIVALENT, SAME TO BE
FORFEITED IN CASE OF NON-
COMPLIANCE. IN CASE
PURCHASER SHALL FAIL TO
COMPLY WITH TERMS OF
SALE WITHIN THIRTY DAYS
AFTER SALE, SAID PREMISES
WILL BE RESOLD ON SOME
CONVENIENT SALES DAY AT
THE RISK OF FORMER
PURCHASER. PURCHASER
TO PAY FOR DEED AND
DOCUMENTARY STAMPS, IF
ANY. PROPERTY IS BEING
SOLD SUBJECT TO ALL
EXISTING EASEMENTS,
RESTRICTIONS OF RECORD,
AND ANY TAXES THAT MAY BE
DUE. BIDDING WILL NOT BE
HELD OPEN FOR THIRTY
DAYS FOR THE RECEPTION
OF ANY HIGHER BIDS, BUT
IMMEDIATE COMPLIANCE
CAN BE HAD. SUCCESSFUL
BIDDER WILL BE REQUIRED
TO PAY INTEREST ON THE
AMOUNT OF BID FROM DATE
OF SALE THROUGH DATE OF
COMPLIANCE WITH BID AT
10.60 PERCENT PER ANNUM.
THE DEED TO BE DELIVERED
TO PURCHASER WILL NOT
CONTAIN ANY WARRANTY OF
TITLE. PURCHASER MAY
WANT TO HAVE TITLE
EXAMINED PRIOR TO SALE.

O. DAVIE BURGDOFF
Master-in-Equity
for Orangeburg County

ATTORNEY FOR PLAINTIFF
Peter Korn, Esquire
PUBLISHED: January 18, 25
and February 1, 2008.

138.

EQUITY COURT FOR ORANGEBURG COUNTY**P.O. BOX 9000****ORANGEBURG, SOUTH CAROLINA 29116-9000****Telephone: 533-6286****Fax: 533-5898****C/A: 07-CP-38-807****JR: 2008-24****Deutsche Bank National****SALE: February 4, 2008****-VS-****PURCHASER: Plaintiff****Laura Toney****(Property Sold Subject to Taxes)****PROCEEDS OF SALE/RECEIPTS**

BID	\$40,000.00
PURCHASER(S) COSTS: Preparation of Deed	25.00 *
TOTAL BID AND PURCHASER(S) COST	\$40,025.00

DISBURSEMENTS BY MASTER

PURCHASER(S) COSTS:			
RMC, Recording Deed	-0- *		
RMC, Documentary Stamps	-0- ***		
RMC, Recording Mortgage Satisfaction	5.00		
TOTAL RMC COSTS		\$5.00	
MASTER'S FEES (MASTER REMITS TO COUNTY TREASURER)			
Fee for Foreclosure or Partition	100.00		
Fee for Deed Preparation (Purchaser Cost)	25.00*		
Commission, 1% of Bid; (Min. \$25; Max. \$2,500)	400.00		
TOTAL MASTER'S FEES		\$525.00	
NEWSPAPER, PUBLICATION OF NOTICE OF SALE:			
Date of Ads: Jan. 18, 25 & Feb. 1, 2008 #252810		\$534.53	
GUARDIAN AD LITEM FEE:			
PLAINTIFF'S ATTORNEY'S FEE:			
DISBURSEMENTS: SEE BELOW:			
TOTAL DISBURSEMENTS FOR COSTS, etc.			\$ 1,064.53
Balance Applied to Plaintiff's Mortgage Indebt., No Money Passed			\$ 38,960.47

TOTAL COSTS AS SHOWN ABOVE	\$1,064.53
LESS DEPOSIT RECEIVED	\$125.00
BALANCE DUE MASTER AS OF DATE OF STATEMENT	\$939.53

**NOTE: PLEASE PROVIDE THE COURT WITH THE DEED AND
THE MORTGAGE SATISFACTION FOR EXECUTION**

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As
Trustee For The Holders Of New Century
Home Equity Loan Trust, Series 2005-A,
Asset Backed Pass-Through Certificates

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the and LaSalle, Bank National
Association, Trustee for Lehman,

DEFENDANT(S).

E28-00174

IN THE COURT OF COMMON PLEAS

RULE TO SHOW CAUSE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2007-CP-38-807

08-24

DEFICIENCY WAIVED

Upon reading the within Petition and upon motion of Peter D. Korn, Esquire of Korn
Law Firm, P.A., Attorneys for the Plaintiff in the above entitled action,

IT IS HEREBY ORDERED that the Defendant Laura T. Toney a/k/a Laura A. Toney, or
any occupant of the property located at 1030 Spring Street, Orangeburg, SC 29117, do show
cause, if any they can, before O. Davie Burgdorf, Master in Equity for Orangeburg County, at the
Orangeburg County Courthouse, Room 305, Orangeburg, South Carolina on **April 1, 2008** at
11:00 A. M. as to why a Writ of Assistance should not be issued by this Court to the Sheriff of
Orangeburg County of South Carolina, ordering and directing him to remove peaceably or by
force the Defendant Laura T. Toney a/k/a Laura A. Toney, or any occupant at the above
referenced property, together with any and all persons claiming under the said defendant and all
of their personal property located within or on the subject premises described in the Petition.

IT IS FURTHER ORDERED that this Rule to Show Cause and the Petition in support
thereof, may be served upon the Defendants or other occupants by either the Sheriff of
Orangeburg County or a private process server. If the Sheriff or private process server is unable
to obtain personal service on the occupant, this Rule and Petition may be conspicuously posted on

FILED FOR RECORD
LISA W. HAZELL
CLERK OF COURT
ORANGEBURG, S.C.
08 FEB 28 AM 9:30

the property with such posting to constitute effective service for the limited purpose set forth in the Petition.

AND IT IS SO ORDERED.



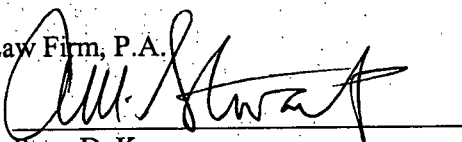
O. Davie Burgdorf
Master in Equity for Orangeburg County

Orangeburg, South Carolina
2/26, 2008

WE SO MOVE:

Korn Law Firm, P.A.

BY:



Peter D. Korn
ATTORNEYS FOR PLAINTIFF

Alan M. Stewart
SC Bar # 15576

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As
Trustee For The Holders Of New Century
Home Equity Loan Trust, Series 2005-A,
Asset Backed Pass-Through Certificates

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the and LaSalle, Bank National
Association, Trustee for Lehman,

DEFENDANT(S).

E28-00174

IN THE COURT OF COMMON PLEAS

PETITION FOR RULE TO SHOW CAUSE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2007-CP-38-807

DEFICIENCY WAIVED

The Petition of the Plaintiff above named would respectfully show unto this Honorable
Court:

1. That the Plaintiff commenced a foreclosure action against the Defendants Laura
T. Toney a/k/a Laura A. Toney, LaSalle Bank National Association, as Trustee for the and
LaSalle, Bank National Association, Trustee for Lehman for the purpose of foreclosing a
mortgage covering the following described property:

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate,
lying and being in the City of Orangeburg, County of Orangeburg, State of South Carolina, being
shown as a portions of Lots 26, 27 and 29, Boulevard Terrace, containing 0.10 acre, as shown on
that plat of survey prepared for Angela Y. Spigner by Donald J. Smith, Jr., RLS, dated January
27, 1996 and recorded in the office of the Register of Deeds for Orangeburg County in Plat Book
75-S at page 332. Being bounded and measuring generally as follows: On the Northeast by Lot
29, property now or formerly of Jerold Keitt, measuring thereon fifty-eight and forty hundredths
(58.40') feet; on the Southeast by portion of Lot 26, 27 and 28, property now or formerly of David
Hodgson, measuring thereon seventy four and ninety six hundredths (74.96') feet; on the
Southwest by Spring Street, sixty and ninety two hundredths (60.92') feet; and on the Northwest
by Lot 6, Block "B", property now or formerly of Lamar Judy, measuring thereon seventy four
and ninety eight hundredths (74.98') feet.

This conveyance is made subject to any and all existing reservations, easements, right-of-way,
zoning ordinances, and restrictive or protective covenants that may appear of record or on the
premises.

FILED
LISA W. HAZELL
CLERK OF COURT
ORANGEBURG, S.C.
FEB 28 AM 9:30

This being the property conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003 and recorded on October 6, 2003, in Book 1006 at Page 315, in the Register of Deeds Office for Orangeburg County, South Carolina.

1030 Spring Street, Orangeburg, SC 29117
TMS # 0173-06-16-009.000

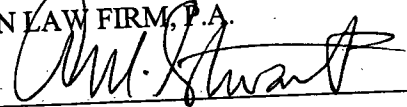
2. That a Judgment of Foreclosure and Sale was issued by this Court on January 10, 2008 and the subject property was sold at a public auction in accordance therewith on February 4, 2008 and the successful bidder at said sale was the Plaintiff.
3. That the proceedings in regard to the foreclosure action are preserved in the Office of the Clerk of Court for Orangeburg County.
4. That the property referenced in the above foreclosure action is occupied and there are within the premises certain items of personal property and furniture which the occupant has failed and refused to remove from the premises, although occupant has been informed on numerous occasions that the property is now owned by the Plaintiff herein.
5. That the Plaintiff is informed and believes that it is entitled to possession of the property as the successful bidder at the said sale in accordance with paragraph Nine (9) of the Judgment of Foreclosure and Sale, which states:

“9. It is further ORDERED ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant, Laura T. Toney a/k/a Laura A. Toney, in possession herein, the Sheriff of Orangeburg County, is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.”
6. That the Plaintiff is informed and believes that it is entitled to a Writ of Assistance to remove the said defendant, or any occupant of the property, together with any and all persons whosoever claiming under him/her, and all of their personal belongings from the subject premises and to put the Plaintiff in possession thereof.
7. That the Plaintiff is informed and believes that under the South Carolina Rules of Civil Procedure, service of this Petition and Rule to Show Cause upon the Defendants or other occupants by either the Sheriff of Orangeburg County or a private process server. If the Sheriff or private process server is unable to obtain

personal service on the occupant, this Petition and Rule may be conspicuously posted on the property, with such posting to constitute effective service for the limited purpose set forth in this Petition.

WHEREFORE, the Plaintiff prays that this Court do issue its Rule to Show Cause, requiring the Defendant Laura T. Toney a/k/a Laura A. Toney, or any occupant of the property, to show cause why a Writ of Assistance should not be issued to the Sheriff of Orangeburg County for the removal of Laura T. Toney a/k/a Laura A. Toney, together with any and all persons whosoever claiming under him/her, and all of his/her/their possessions from the subject property forthwith.

KORN LAW FIRM, P.A.

BY: 

PETER D. KORN

Attorneys for Plaintiff

Alan M. Stewart

SC Bar # 15576

Columbia, South Carolina

February 20, 2008

JP
08.24

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As
Trustee For The Holders Of New Century Home
Equity Loan Trust, Series 2005-A, Asset
Backed Pass-Through Certificates

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle
Bank National Association, as Trustee for the
registered holders of Structured Asset Securities
Corporation, Structured Asset Investment Loan
Trust, Mortgage Pass-Through Certificates,
Series 2004-11 and LaSalle, Bank National
Association, Trustee for Lehman Brothers
Structured Asset Investment Loan Trust Sail
2005-2,

DEFENDANT(S).

F27-02370

RE: Mortgage of Laura T. Toney a/k/a Laura A. Toney to New Century Mortgage
Corporation recorded in Book 1587, page 104, Master in Equity for Orangeburg
County, South Carolina

IN THE COURT OF COMMON PLEAS

SATISFACTION OF MORTGAGE
BY FORECLOSURE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2007-CP-38-807

DEFICIENCY WAIVED

FILED Feb 25, 2008 10:29:02 am
BOOK 01930
PAGE 0068 THRU 0069
INSTRUMENT # 2008000995

Hail Toney
Signature

FILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

The lien of the above mortgage was released by sale under foreclosure on February 4,
2008.

WITNESSES:

Kenee B Wungard
Frank Portierfield

[Signature]

O. Davie Burgdorf
Master in Equity for Orangeburg County

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As
Trustee For The Holders Of New Century Home
Equity Loan Trust, Series 2005-A, Asset
Backed Pass-Through Certificates

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle
Bank National Association, as Trustee for the
registered holders of Structured Asset Securities
Corporation, Structured Asset Investment Loan
Trust, Mortgage Pass-Through Certificates,
Series 2004-11 and LaSalle, Bank National
Association, Trustee for Lehman Brothers
Structured Asset Investment Loan Trust Sail
2005-2,

DEFENDANT(S).

F27-02370

IN THE COURT OF COMMON PLEAS

PROBATE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2007-CP-38-807

DEFICIENCY WAIVED

Personally appeared the undersigned witness and made oath that (s)he saw O. Davie Burgdorf,
Master in Equity, sign, seal and deliver the Satisfaction of Mortgage by Foreclosure; and that deponent
together with the other witness signed their names as witnesses thereto.

Renee B. Wingard

SWORN to before me, this
20 day of February, 2008.

L. Janet Porterfield

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 8-12-2013

EQUITY COURT FOR ORANGEBURG COUNTY**P.O. BOX 9000****ORANGEBURG, SOUTH CAROLINA 29116-9000****Telephone: 533-6286****Fax: 533-5898****C/A: 07-CP-38-807****JR: 2008-24****Deutsche Bank National****SALE: February 4, 2008****-VS-****PURCHASER: Plaintiff****Laura Toney****(Property Sold Subject to Taxes)****PROCEEDS OF SALE/RECEIPTS**

BID	\$40,000.00
PURCHASER(S) COSTS: Preparation of Deed	25.00 *
TOTAL BID AND PURCHASER(S) COST	\$40,025.00

DISBURSEMENTS BY MASTER

PURCHASER(S) COSTS:		
RMC, Recording Deed	-0- *	
RMC, Documentary Stamps	-0- ***	
RMC, Recording Mortgage Satisfaction	5.00	
TOTAL RMC COSTS	\$5.00	
MASTER'S FEES (MASTER REMITS TO COUNTY TREASURER)		
Fee for Foreclosure or Partition	100.00	
Fee for Deed Preparation (Purchaser Cost)	25.00*	
Commission, 1% of Bid; (Min. \$25; Max. \$2,500)	400.00	
TOTAL MASTER'S FEES	\$525.00	
NEWSPAPER, PUBLICATION OF NOTICE OF SALE:		
Date of Ads: Jan. 18, 25 & Feb. 1, 2008 #252810	\$534.53	
GUARDIAN AD LITEM FEE:		
PLAINTIFF'S ATTORNEY'S FEE:		
DISBURSEMENTS: SEE BELOW:		
TOTAL DISBURSEMENTS FOR COSTS, etc.		\$ 1,064.53
Balance Applied to Plaintiff's Mortgage Indebt., No Money Passed		\$ 38,960.47

TOTAL COSTS AS SHOWN ABOVE	\$1,064.53
LESS DEPOSIT RECEIVED	\$125.00
BALANCE DUE MASTER AS OF DATE OF STATEMENT	\$939.53

**NOTE: PLEASE PROVIDE THE COURT WITH THE DEED AND
THE MORTGAGE SATISFACTION FOR EXECUTION**

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR THE HOLDERS
OF NEW CENTURY HOME EQUITY LOAN
TRUST, SERIES 2005-A, ASSET BACKED
PASS-THROUGH CERTIFICATES

CIVIL ACTION COVERSHEET

Plaintiff(s)

LAURA T. TONEY, ET AL

CASE NO:

Defendant(s)

Submitted by: F27-02370

Address: Korn Law Firm
1300 Pickens Street Columbia SC 29201

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filed out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR (certificate attached).

NATURE OF ACTION (Check One Box Below)

☐ Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199)	☐ Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) ☐ Notice/ File Med Mal (230) ☐ Other (299)	☐ Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	☐ Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☒ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
☐ Inmate Petitions ☐ PCR (500) ☐ Sexual Predator (510) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	☐ Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Other (799)	☐ Administrative Law/Relief ☐ Reinstate Driver's License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture (840) ☐ Other (899)	☐ Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Administrative Law Judge (980) ☐ Public Service Commission (990) ☐ Employment Security Comm (991) ☐ Other (999)
☐ Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699)			
☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650)			

Submitting Party Signature:

John B. Kleh

Date:

6/25/07

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

148.

FOR MANDATED ADR COUNTIES ONLY
Florence, Horry, Lexington, Richland, Greenville and Anderson

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG
Deutsche Bank National Trust Company As
Trustee For The Holders Of New Century Home
Equity Loan Trust, Series 2005-A, Asset
Backed Pass-Through Certificates

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle
Bank National Association, as Trustee for the
registered holders of Structured Asset Securities
Corporation, Structured Asset Investment Loan
Trust, Mortgage Pass-Through Certificates,
Series 2004-11 and LaSalle Bank National
Association, Trustee for Lehman Brothers
Structured Asset Investment Loan Trust Sail
2005-2,

DEFENDANT(S).

IN THE CIRCUIT COURT FOR THE
1st JUDICIAL CIRCUIT

(NON-JURY MORTGAGE FORECLOSURE)

CERTIFICATE OF EXEMPTION
FROM ADR

C/A NO:

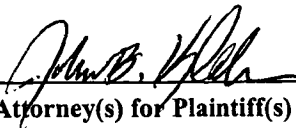
DEFICIENCY WAIVED

FILED FOR RECORD
LISA M. MIZELL
CLERK OF COURT
ORANGEBURG, SC

2007 JUN 26 AM 10:09

I certify that this action is exempt from ADR because:

- ☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus of prohibition;
- ☐ this action is appellate in nature;
- ☐ this is a post-conviction relief matter;
- ☐ this is a contempt of court proceeding;
- ☐ this is forfeiture proceeding brought by the State;
- ☒ this is a case involving a mortgage foreclosure; or
- ☐ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.



Plaintiff/Attorney(s) for Plaintiff(s)

PETER D. KORN / JOHN S. KAY

ALAN M. STEWART / J. SCOTT WALLS

H. GUYTON MURRELL

Defendant/Attorney(s) for Defendant(s)

Date: _____

6/25/07

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As Trustee
For The Holders Of New Century Home Equity Loan
Trust, Series 2005-A, Asset Backed Pass-Through
Certificates,

PLAINTIFF,
vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle Bank
National Association, as Trustee for the registered
holders of Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust, Mortgage
Pass-Through Certificates, Series 2004-11 and
LaSalle Bank National Association, Trustee for
Lehman Brothers Structured Asset Investment Loan
Trust Sail 2005-2,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

DEFICIENCY WAIVED

FILED FOR RECORD
JAN 26 AM 10:09
CLERK OF COURT
ORANGEBURG, SC

2007 JUN 26 AM 10:09

076P-807

F27-02370

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant for foreclosure of a certain mortgage of real estate given by Laura T. Toney to New Century Mortgage Corporation in the amount of Fifty-Four Thousand Four Hundred And 00/100 (\$ 54,400.00) Dollars, dated May 23, 2005, and recorded June 1, 2005 in the Office of the Register of Deeds for Orangeburg County in Book 1587 Page 104.

Thereafter, by virtue of an assignment recorded November 2, 2005, in Book 1641 at Page 51, New Century Mortgage Corporation assigned said mortgage unto Deutsche Bank National Trust Company As Trustee, in Trust for the Benefit of the Certificateholders, New Century Mortgage Securities, New Century Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates making Deutsche Bank National Trust Company As Trustee, in Trust for the Benefit of the Certificateholders, New Century Mortgage Securities, New Century Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates is present lien holder and Plaintiff herein.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

Lot No. 1: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, State of South Carolina, being more particularly shown and delineated on a plat thereof by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, Jr., RLS, and duly recorded in the Office of the RMC for Orangeburg County, in Plat Book 72-S at Page 209, and all metes, bounds, courses, distances and directions as are shown on the said plat are specifically incorporated as a part of this legal description as if stated herein verbatim.

Lot No. 2: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, County of Orangeburg, State of South Carolina, being shown as a portions of Lots 26, 27 and 29, Boulevard Terrace, containing 0.10 acre, as shown on that plat of survey prepared for Angela Y. Spigner by Donald J. Smith, Jr., RLS, dated January 27, 1996 and recorded in the office of the Register of Deeds for Orangeburg County in Plat Book 75-S at page 332. Being bounded and measuring generally as follows: On the Northeast by Lot 29, property now or formerly of Jerold Keitt, measuring thereon fifty-eight and forty hundredths (58.40') feet; on the Southeast by portion of Lot 26, 27 and 28, property now or formerly of David Hodgson, measuring thereon seventy four and ninety six hundredths (74.96') feet; on the Southwest by Spring Street, sixty and ninety two hundredths (60.92') feet; and on the Northwest by Lot 6, Block "B", property now or formerly of Lamar Judy, measuring thereon seventy four and ninety eight hundredths (74.98') feet.

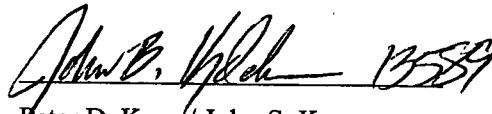
This conveyance is made subject to any and all existing reservations, easements, right-of-way, zoning ordinances, and restrictive or protective covenants that may appear of record or on the premises.

This being the property conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003 and recorded on October 6, 2003, in Book 1006 at Page 315, in the Register of Deeds Office for Orangeburg County, South Carolina.

1030 Spring Street, Orangeburg, SC 29117

TMS # 0173-06-16-009.000

KORN LAW FIRM, P.A.
1300 Pickens Street.
P.O. Box 11264
Columbia, SC 29211-1264



Peter D. Korn / John S. Kay
Alan M. Stewart / H. Guyton Murrell
John B. Kelchner (S.C. Bar #13589)
Brett Kline
Attorneys for Plaintiff

Columbia, South Carolina

June 22, 2007

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company As Trustee
For The Holders Of New Century Home Equity
Loan Trust, Series 2005-A, Asset Backed Pass-
Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney, LaSalle Bank
National Association, as Trustee for the registered
holders of Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust, Mortgage
Pass-Through Certificates, Series 2004-11 and
LaSalle Bank National Association, Trustee for
Lehman Brothers Structured Asset Investment Loan
Trust Sail 2005-2,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

DEFICIENCY WAIVED

FILED FOR RECORD
JUN 26 2007
CLERK OF COURT
ORANGEBURG, SC

2007 JUN 26 AM 10:09

F27-02370

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this
Honorable Court:

1. That the Plaintiff is a business organized and existing under and by virtue of the laws of the State of Delaware; and that the Defendant, Laura T. Toney a/k/a Laura A. Toney, is upon information and belief, a citizen(s) and resident(s) of the County of Orangeburg, State of South Carolina. That the Defendants, LaSalle Bank National Association, is upon information and belief a national association organized and existing under the laws of the United States of America.

2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Orangeburg, State of South Carolina.

4. That on or about May 23, 2005, for value received, Laura T. Toney, did execute and deliver to New Century Mortgage Corporation, a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Laura T. Toney promised to pay to New Century Mortgage Corporation the sum of Fifty-Four Thousand Four Hundred And 00/100 Dollars (\$54,400.00), together with interest thereon at the rate of Ten And 60/100 per cent (10.60%) per annum.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Laura T. Toney, did execute and deliver on May 23, 2005 unto New Century Mortgage Corporation, its successors and assigns, a mortgage covering the following described property:

Legal description and property address:

Lot No. 1: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, State of South Carolina, being more particularly shown and delineated on a plat thereof by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, Jr., RLS, and duly recorded in the Office of the RMC for Orangeburg County, in Plat Book 72-S at Page 209, and all metes, bounds, courses, distances and directions as are shown on the said plat are specifically incorporated as a part of this legal description as if stated herein verbatim.

Lot No. 2: All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, County of Orangeburg, State of South Carolina, being shown as a portions of Lots 26, 27 and 29, Boulevard Terrace, containing 0.10 acre, as shown on that plat of survey prepared for Angela Y. Spigner by Donald J. Smith, Jr., RLS, dated January 27, 1996 and recorded in the office of the Register of Deeds for Orangeburg County in Plat Book 75-S at page 332. Being bounded and measuring generally as follows: On the Northeast by Lot 29, property now or formerly of Jerold Keitt, measuring thereon fifty-eight and forty hundredths (58.40') feet; on the Southeast by portion of Lot 26, 27 and 28, property now or formerly of David Hodgson, measuring thereon seventy four and ninety six hundredths (74.96') feet; on the Southwest by Spring Street, sixty and ninety two hundredths (60.92') feet; and on the Northwest by Lot 6, Block "B", property now or formerly of Lamar Judy, measuring thereon seventy four and ninety eight hundredths (74.98') feet.

This conveyance is made subject to any and all existing reservations, easements, right-of-way, zoning ordinances, and restrictive or protective covenants that may appear of record or on the premises.

This being the property conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003 and recorded on October 6, 2003, in Book 1006 at Page 315, in the Register of Deeds Office for Orangeburg County, South Carolina.

1030 Spring Street, Orangeburg, SC 29117

TMS# 0173-06-16-009.000

6. Thereafter said mortgage was recorded in Book 1587 at page 104 on June 1, 2005 in the office of the Register of Deeds of Orangeburg County.

7. Thereafter, by virtue of an assignment recorded November 2, 2005, in Book 1641 at Page 51, New Century Mortgage Corporation assigned said mortgage unto Deutsche Bank National Trust Company As Trustee, in Trust for the Benefit of the Certificateholders, New Century Mortgage Securities, New Century Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates making Deutsche Bank National Trust Company As Trustee, in Trust for the Benefit of the Certificateholders, New Century Mortgage Securities, New Century Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates is present lien holder and Plaintiff herein.

8. The above referenced instrument constitutes a first lien priority mortgage.

9. That the Defendant, LaSalle Bank National Association, as Trustee for the registered holders of Structured Asset Securities Corporation, Structured Asset Investment Loan Trust, Mortgage Pass-

Through Certificates, Series 2004-11, is made a party by virtue of a Deficiency Judgment against Laura A. Toney a/k/a Laura T. Toney in Civil Action Case # 2005-CP-31-169.

10. That the Defendant, LaSalle Bank National Association, Trustee for Lehman Brothers Structured Asset Investment Loan Trust Sail 2005-2, is made a party by virtue of a Lis Pendens, dated April 11, 2007 and recorded April 13, 2007 in a pending Foreclosure action against Laura A. Toney a/ka Laura T. Toney and identified as Civil Action Case # 2007-CP-38-446.

11. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

12. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

13. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

14. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

15. The monthly payments due on said note and mortgage are in default since June 1, 2006, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of June 1, 2006 the sum of Fifty-Four Thousand One Hundred Fifty-Six And 73/100 Dollars (\$54,156.73), together with interest at the rate of ten and 60/100 per cent (10.60 %) per annum from May 1, 2006 and also for the costs and disbursements of this action, including attorney's fees.

16. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

17. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

18. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and the foreclosure of the mortgage have been performed or have occurred.

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

(1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

(2) That the said Plaintiff's mortgage be declared a first lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid, and

Third, the surplus, if any, be distributed according to law.

(4) For an Order directing and empowering the Sheriff of Orangeburg County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

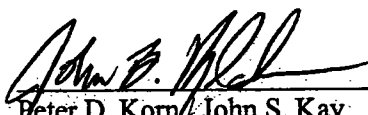
(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) For such other and further relief as may be just and proper.

- (8) For an order satisfying any prior liens that may be of record, but have been paid in full.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817


Peter D. Korn / John S. Kay
Alan M. Stewart / H. Guyton Murrell
John B. Kelchner (S.C. Bar #13589)
Brett Kline
Attorneys for Plaintiff

Columbia, South Carolina
June 22, 2007

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. Section 1601 As Amended

1. The amount of the debt is stated in paragraph 15 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 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, disputed, in writing, the validity of the debt or some portion thereof.
4. If the debtor(s) notify the creditor's law firm in writing within thirty 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) make a written request to the creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor(s) by the creditor's law firm. Written requests should be addressed to Korn Law Firm, P.A., Post Office Box 11264, Columbia, South Carolina 29211-1264.

KORN LAW FIRM, P.A.
1514 PICKENS STREET
P.O. BOX 11264
COLUMBIA, SOUTH CAROLINA 29211-1264
(803) 252-5817

February 14, 2008

Occupant
1030 Spring Street
Orangeburg, SC 29117

RE: Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates vs. Laura T. Toney a/k/a Laura A. Toney, LaSalle Bank National Association, as Trustee for the and LaSalle, Bank National Association, Trustee for Lehman
Docket # 2007-CP-38-807

Dear Sir or Madam:

As I am sure you are aware, the above property was sold at public auction as the result of a mortgage foreclosure action on February 4, 2008. The property was bid in by the Plaintiff. Please let this letter serve as notice on behalf of the Plaintiff that you must take immediate steps to leave the property.

In the event you fail to vacate the premises voluntarily within seven (7) days from the date of this letter, I will have no alternative but to proceed with judicial eviction by the Sheriff.

Please give this matter your most prompt attention and contact me immediately in the event you have any questions.

Very truly yours,

Korn Law Firm

YOUNG, KEFFER & DONNALD, PA

ATTORNEYS AT LAW
23 WEST CALHOUN STREET
SUMTER, SOUTH CAROLINA 29150
803-773-4371 • FAX 773-4374

KENNETH R. YOUNG, JR.*
kyoung@sumterattorney.com

* CERTIFIED MEDIATOR
* ARBITRATORS

JOHN S. KEFFER
jkeffer@sumterattorney.com

EDGAR R. DONNALD, JR.
edonald@sumterattorney.com

September 8, 2008

H. Guyton Murrell, Esquire
Korn Law Firm, P.A.
P.O. Box 11264
Columbia, South Carolina 29211

RE: Deustche Bank vs. Laura Toney, et al
Docket No.: 2007-CP-38-807

Dear Guyton:

I am in receipt of your proposed Order denying the Rule 60 Motion by Mrs. Toney, and imposing sanctions. Mrs. Toney has now brought to my office a copy of a Deed from Deustche Bank to Boulevard Investors, which was apparently filed on August 26, 2008. It appears the Deed was executed on August 20, 2008. You told us at the hearing on August 27, 2008, the property had not been sold and that you would not sell or transfer the property until this matter had been resolved. This was stated in the presence of the Court and myself, and yet it was still sold. Could you please tell me what happened? My client is concerned that she may be charged interest for a debt that has already been satisfied.

Your prompt attention to this matter is most appreciated.

With kindest regards, I am

Sincerely yours,

KENNETH R. YOUNG, JR.

KRYjr/kg

cc: The Honorable O. Davie Burgdorf
Laura Toney

YOUNG, REITER, KEFFER & DONNARD, PA

ATTORNEYS AT LAW
23 WEST CALHOUN STREET
SUMTER, SOUTH CAROLINA 29150
803-773-4371 • FAX 773-4374
E-MAIL: YOUNGASSOCIATES@sc.rr.com

KENNETH R. YOUNG, JR.*
JOHN S. KEFFER
EDGAR R. DONNARD, JR.

LOHMAN D. REITER II, RETIRED

SHAW OFFICE
2381-B HWY 441
SUMTER, SC 29150
803-499-2130

*CERTIFIED MEDIATOR
*ARBITRATORS

September 12, 2008

VIA FAX -803-533-5898

The Honorable O. Davie Burgdorf
Master-in-Equity and
Special Circuit Court Judge
P.O. Box 9000
Orangeburg, South Carolina 29116

RE: Deutsche Band vs. Laura Toney, et al
No.: 2007-CP-38-0807

Dear Judge Burgdorf:

I am in receipt of Mr. Murrell's letter dated September 11, 2008. I just wanted to remind the Court that the purpose of the bond was to allow Mrs. Toney sufficient time in which to employ a handwriting expert and to get that report to the Court. Apparently, Mrs. Toney was able to get the handwriting expert's report before the time for submitting a bond, thereby, rendering the bond unnecessary.

I will deal with the others issues raised by Mr. Murrell's letter when we appear before you on September 16, 2008.

With kindest regards, I am

Sincerely yours,


KENNETH R. YOUNG, JR.

KRYjr/kg
cc: H Guyton Murrell, Esquire
Laura Toney

**KORN LAW FIRM, P. A.
POST OFFICE BOX 11264,
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211
(803) 252-5817**

December 15, 2008

Kenneth Young, Esquire
23 W. Calhoun Street
Sumter, SC 2915016

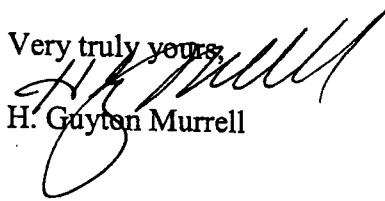
Re: Deutsche Bank v. Laura Toney, et al
Case No. 2007-CP-38-807
File No. F27-02370

Dear Sir:

This is in response to your letter dated September 8, 2008 which I assume is a typographical error. I was unaware of any conveyance of the property. I quickly scanned the transcript from the hearing and did not see any assurance I gave you or the court that the property would not be sold. On page 121 of the transcript, I stated "my client can do nothing with the property while these motions are pending" as it seemed unlikely that an attorney would perform a closing and issue a title policy on a property where there were outstanding post-trial motions as any conveyance would have been subject to the motions. Although any such reconveyance was done without my knowledge or participation, I believe my client was certainly within their rights to do so. I do not recall any order in place barring my client from selling the property.

I do not understand your statement regarding "interest on a debt that had already been satisfied". The debt was satisfied by foreclosure sale. It was my understanding that the court required Ms. Toney to post the bond based upon the possibility that her motion might be successful as well as to cover the attorney fees and costs on what was on its face a frivolous motion.

Very truly yours,


H. Guyton Murrell

cc:
Orangeburg County Master-in-Equity
P.O. Drawer 9000
Orangeburg, SC 29116

February 1, 2010

P.O. Box 722
Bishopville, SC 29010

The Honorable Winnifa B. Clark
Clerk of Court
190 Gibson Street
Orangeburg, SC 29115

Dear Ms. Clark:

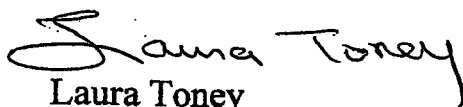
I am writing this letter to inform your office of a document that was misplaced or discarded.

On January 12, 2010, I visited the Clerk of Court's Office and requested to view the file Case No. 2007-CP-38-807. I did not find the enclosed motion that was filed on December 22, 2008.

I am enclosing a copy of the motion and am respectfully requesting that the document in placed back in the file.

If additional information is needed, please call or write. Thank you for your indulgence in this matter.

Sincerely,


Laura Toney
(803) 459-6006

Korn Law Firm
P.O. Box 12369
Columbia, SC 29211-2369

Exhibit 5

1	9	Order Dismissing Bankruptcy Case.....	85
2	10	Order Dismissing Chapter 13.....	87
3	11	Order Dismissing Third Bankruptcy.....	88
4	12	Two Orders Dismissing Fourth Bankruptcy.....	90
5	13	Order Dismissing Chapter 7.....	92
6	14	Order Issued in Appeals Case.....	104

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Missy Graczyk, Court Reporter

128 Laurel Branch Way * Columbia, South Carolina 29212
(803) 528-0022 * MissyCR@bellsouth.net

1 A It was not in bad faith.

2 MR. YOUNG: If it please the Court, I still,
3 I want my objection to be continuing that this is
4 not relevant to these issues.

5 MR. MURRELL: I'm going to submit it into
6 evidence.

7 (Exhibit No. 9 was marked for
8 identification.)

9 **BY MR. MURRELL:**

10 Q Okay. Now, have you finished your answer as to
11 that one and your failure to appear at the first
12 meeting of creditors?

13 MR. YOUNG: You can explain what happened.

14 DEPONENT: My car broke down on I-20, and I
15 was doing it pro se. I did not have an attorney,
16 and I kept messing up the schedule. And it ended
17 up bad faith. I did not know anything about bad
18 faith. I was simply trying to save my home out
19 of bankruptcy since your clients did not respond
20 to my recision letter and the forgeries--

21 MR. MURRELL: Your Honor, I would ask you to
22 please get her to stay on point and not turn this
23 into a personal attack against me and my client.
24 We all know her position in that regard, and
25 every answer should not be the same --

Missy Graczyk, Court Reporter

128 Laurel Branch Way * Columbia, South Carolina 29212
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1 complicated, and I just kept doing it over and
2 over, and I did not know I was doing it in bad
3 faith. I just kept trying to do it over and
4 over, trying to get everything right, and it
5 ended up, you know, the Court said it was bad
6 faith.

7 Q And that's a copy of the final Order in that
8 case, correct?

9 A Uh-huh.

10 Q And that was not appealed?

11 A Right.

12 Q So that's the final decision of the Court in that
13 case?

14 A I didn't know I could appeal. I did not know
15 that.

16 Q Well, I'm not asking you that, ma'am. I'm asking
17 you if that's the final Order, or if there was
18 any appeal by you of that decision.

19 A No.

20 (Exhibit No. 10 was marked for
21 identification.)

22 **BY MR. MURRELL:**

23 Q Let's go through your next case, 2006-5381. And
24 here's an Order, this appears to be an Order of
25 Dismissal for again failing to timely file your

Missy Graczyk, Court Reporter

128 Laurel Branch Way * Columbia, South Carolina 29212

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1 schedules and statements.

2 A It was one schedule, one schedule I did not file,
3 and I submitted that schedule, but it was like
4 one day late. Like I said, I was trying to do it
5 on my own without an attorney. I was doing it on
6 my own without an attorney. It was one schedule
7 I was missing, and I did not do it on purpose,
8 because I wanted it to go through so I could save
9 my home, since your clients wouldn't acknowledge
10 my recision of the--

11 Q Ma'am, please answer my question, and don't get
12 off track.

13 A Yes.

14 Q This is a copy of the Order dismissing your third
15 bankruptcy, correct?

16 A Right.

17 MR. MURRELL: I'd like to submit that into
18 evidence.

19 MR. YOUNG: Again, I object to this on the
20 grounds of relevance.

21 JUDGE BURGDOFF: I'll so note it.

22 (Exhibit No. 11 was marked for
23 identification.)

24 **BY MR. MURRELL:**

25 Q And that's the final Order of the Court in that

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1 A I didn't know I could appeal. I told Judge
2 Waites that I was trying to do it pro se, and I
3 just kept messing up.

4 Q Ma'am, I don't want to get into the specifics of
5 that case, so don't testify about what you said
6 to Judge Waites. I'm asking you if this Order is
7 the Order dismissing your case.

8 A Right.

9 Q And it specifically makes a finding of bad faith;
10 is that correct?

11 A That's what the Court said, but I was just trying
12 to do it pro se.

13 MR. YOUNG: Can I see?

14 MR. MURRELL: Sure, that's right there.

15 (Exhibit No. 12 was marked for
16 identification.)

17 MR. YOUNG: Please the Court. It doesn't
18 say it's bad faith as such in this paragraph you
19 pointed out. It says, "Although filing
20 bankruptcy to save a home from foreclosure is not
21 per se bad faith, a debtor's proclivity--"

22 MR. MURRELL: Skip to the last page. It
23 says, "For the following reasons--"

24 MR. YOUNG: "The foreclosure can be
25 considered as evidence of bad faith." Okay.

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(803) 528-0022 * MissyCR@bellsouth.net

1 try to save my home.

2 Q Hold on, let me -- Case 2007-1978, there's an
3 Order filed May 15, 2007 dismissing your case
4 with prejudice; is that the Order that dismissed
5 your Chapter 7?

6 A Right.

7 Q And that was your 5th bankruptcy?

8 A When I filed the Chapter 7, I requested that the
9 Chapter 7--

10 Q Let's get to the explanation in a minute. Is
11 this the Order that dismissed your Chapter 7?

12 A Yes, sir.

13 MR. YOUNG: May I see that?

14 MR. MURRELL: Sure, I have a copy of all
15 these for you I can give to you if you need them
16 for your file.

17 MR. YOUNG: Okay.

18 MR. MURRELL: Let me submit that into
19 evidence as well.

20 (Exhibit No. 13 was marked for
21 identification.)

22 **BY MR. MURRELL:**

23 Q Ma'am, is that the Order which dismissed your
24 bankruptcy, your fifth bankruptcy?

25 A Yes, sir, that's the Order--

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PROCEEDINGS

1
2 MR. MURRELL: Your Honor, I'm Guyton Murrell
3 appearing for the Plaintiff. I'm just a little
4 confused as to the status of the case. This is a
5 motion by Ms. Toney to vacate a foreclosure. Of
6 course, I'd objected to her presenting testimony
7 rather than by affidavits required by the rules,
8 but it was my understanding the subsequent
9 hearing was for the purpose of presenting
10 testimony from the closing attorney and his

11 paralegal, so I've subpoenaed them to appear here
12 today. And I just wanted to confirm that that's
13 the status of it, and we're picking it up from
14 the conclusion of the Defendant presenting her
15 part of the motion.

16 MR. YOUNG: That's part of it. We've
17 subpoenaed Daniel Green. He was also a signer on
18 some of those documents, and so he's going to
19 testify as well.

20 MR. MURRELL: Your Honor, I didn't get a
21 copy of that subpoena.

22 MR. YOUNG: He didn't get a copy of it, but
23 he's still here, and he knew he was obviously a
24 witness to it, because he signed the documents,
25 so it shouldn't be any surprise.

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1 MR. MURRELL: You're required to provide a
2 copy of the subpoena to the other side, much
3 less, under Rule 7, when you request something in
4 a motion, you're supposed to state what you're
5 requesting and the particular grounds that you're
6 requesting it on. And again, that's so that
7 there's no trial by ambush. I'm going to claim
8 that the documents were done by an out of state
9 agency, which is, of course, perfectly permitted
10 under the rules as long as there's an independent

11 attorney reviewing the documents to make sure
12 they conform, and then gets up on the stand and
13 testifies, oh no, the mortgage broker made the
14 disbursements. And again, this is just right in
15 line with that of, well, you know, I'm not going
16 to follow the rules and give the other side
17 notice that we're going to subpoena somebody to
18 testify. I provided him notice of that, both
19 with subpoenas and by way of letter.

20 MR. YOUNG: And by way of affidavit.

21 MR. MURRELL: And again, I tried to conform
22 to the rules and gave him an affidavit with the
23 relevant documents and the testimony of both the
24 attorney and the paralegal.

25 MR. YOUNG: Mr. Green's a signatory on the

Missy Graczyk, Court Reporter

128 Laurel Branch Way * Columbia, South Carolina 29212
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1 thing. That's what he's here to testify to, and
2 that shouldn't have been any surprise to anyone.

3 JUDGE BURGDORF: Okay. I think if he's a
4 signatory on the thing, I'll let his testimony
5 in.

6 MR. MURRELL: Again, Your Honor, just so my
7 objection is noted that they haven't complied
8 with the rules, and I think this motion is--

9 JUDGE BURGDORF: I'll note that.

10 MR. MURRELL: Both because part of this
11 motion that hasn't been conformed with as well as
12 in line with the previous frivolous motion and
13 her long pattern of bad faith and dilatory
14 tactics practice in other cases.

15 JUDGE BURGDORF: Let's go ahead and proceed.

16 MR. YOUNG: Do you want me to go first with
17 Mr. Green?

18 MR. MURRELL: I guess if the Judge is going
19 to let you present additional evidence, we're
20 still on his part of the motion.

21 MR. YOUNG: We'll call Mr. Green.

22 (Daniel Green, being duly sworn, testified
23 as follows:)

24 **EXAMINATION**

25 **BY MR. YOUNG:**

Missy Graczyk, Court Reporter

128 Laurel Branch Way * Columbia, South Carolina 29212
(803) 528-0022 * MissyCR@bellsouth.net

- 1 Q Mr. Green, would you please state your full name
2 for the record?
- 3 A Daniel Green.
- 4 Q And where do you reside, please?
- 5 A In Sumter, South Carolina.
- 6 Q And how long have you lived there?
- 7 A In Sumter?
- 8 Q Yes, sir.
- 9 A 25, 30 years.
- 10 Q And what do you do for a living, please?
- 11 A I'm a Loan Officer with First Choice Mortgage.
- 12 Q And how long have you been a Loan Officer with
13 First Choice?
- 14 A Two and a half years, somewhere in that ballpark.
- 15 Q And do you know Ms. Laura Toney?
- 16 A Yes.
- 17 Q And did you assist her in processing her loan
18 application for a loan which eventually was made
19 with, I think it was New Century Home?
- 20 A Yes.
- 21 Q And did you, all the information that you
22 submitted, was it truthful?
- 23 A Yes.
- 24 Q And accurate to the best of your knowledge?
- 25 A Yes.

Missy Graczyk, Court Reporter

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1 A Attorney went through the paperwork, yes.

2 Q Did you notice anything that was unusual as far
3 as the closing was concerned?

4 A No. I didn't notice anything.

5 Q All right. Did you hear Mrs. Toney ask any
6 questions of the closing attorney as to the
7 process?

8 A I don't recall anything. Of course, it's been a
9 couple of years ago now. I don't recall, you
10 know, anything that stuck out.

11 Q Did Mrs. Toney bring to your attention anything
12 that was not accurate with respect to any of the
13 documents that she signed?

14 A No.

15 Q I had requested that you bring some documents
16 with you here today; is that correct?

17 A Yes, you did.

18 Q You have some documents with respect to show us
19 her income?

20 A Yes.

21 Q What was her income at that time?

22 MR. MURRELL: Your Honor, I'm going to
23 object. This is going beyond the grounds that
24 are set forth in their motion. You know, their
25 motion says you didn't serve the LP, which is a

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1 on the mortgage, that's an affirmation that Tracy
2 Kirkpatrick had witnessed the signature of Laura
3 Toney. I don't think it states that she was
4 necessarily in the room at the time of the loan
5 closing.

6 MR. YOUNG: Okay. Are you going to call
7 your two witnesses?

8 MR. MURRELL: Yes.

9 MR. YOUNG: Okay.

10 MR. MURRELL: Is that the extent of their
11 case?

12 MR. YOUNG: That will be it right now.

13 MR. MURRELL: Well, I mean, again, if it's
14 their motion, they need to put up their entire
15 case.

16 MR. YOUNG: Then I call Mr. May.

17 (Michael H. May, being duly sworn, testified
18 as follows:)

19 **EXAMINATION**

20 **BY MR. YOUNG:**

21 Q Mr. May, let me ask you a couple of questions
22 here real quick. First of all, state your full
23 name for the record.

24 A Michael H. May.

25 Q And Mr. May, you are a practicing attorney here

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1 in South Carolina?

2 A That's correct.

3 Q And where is your primary office?

4 A 2026 Assembly Street, Suite 104, in Columbia.

5 Q Who do you practice with?

6 A David Ratchford is my business partner.

7 Q And how long have you been practicing law over
8 there?

9 A Practicing law with him?

10 Q Yes.

11 A About, I think since about 2000, 2001.

12 Q Okay. And your primary focus of your practice is
13 what?

14 A Real estate.

15 Q Real estate?

16 A Yes, sir.

17 Q And do you do anything else other than real
18 estate?

19 A An occasional divorce once in a while.

20 Q At my request, did you send me a copy of your
21 loan closing package?

22 A Yes, sir.

23 Q And let me just show you this and ask you whether
24 or not this constitutes your package that you
25 sent to me?

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1 A I believe it is, Mr. Young.

2 MR. YOUNG: We would offer this entire
3 document as an exhibit.

4 MR. MURRELL: I haven't had a chance to
5 review the entire document, Your Honor.

6 MR. YOUNG: I think--

7 MR. MURRELL: I mean, I think it would be
8 appropriate to submit the specific documents that
9 he's going to refer to out of it rather than hand
10 this to me now and say I want to submit all of
11 this. I mean, I think that's a bit--

12 JUDGE BURGDORF: Can you pick specific
13 documents?

14 MR. YOUNG: I'm going to have every document
15 that Mrs. Toney signed. But it's all relevant to
16 this case as far as the loan is concerned.

17 MR. MURRELL: Your Honor, this is a default
18 case. Under the previous motion, she admitted
19 she was served with the pleadings and didn't
20 submit an answer, and all of the allegations of
21 the Complaint are admitted. She's now here on
22 two very specific grounds. You didn't serve me
23 with a lis pendens which has no merit, and that
24 the documents were prepared out of state which is
25 permitted under the rules. Now, they're going

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1 into entirely different areas and submitting
2 files this thick and asking me to not object to
3 it. You know, I haven't been provided this ahead
4 of time and can't logically go through that
5 entire file and say whether or not this is
6 proper, this is not proper. Certainly there has
7 never been anything said previously, certainly
8 not in the motion as to any forgery allegations
9 or anything else. And that would again be
10 entirely contrary to this being a default case.

11 JUDGE BURGDORF: Mr. Young?

12 MR. YOUNG: If it please the Court, this is
13 his file, and quite frankly, the question is
14 whether or not he was present at the loan
15 closing, his secretary's present, Mr. Green
16 obviously has testified that he was present. All
17 of that is being questioned by Mrs. Toney as to
18 who was actually present and who notarized and
19 witnessed her signature. And she contended last
20 time when she testified in front of you that that
21 was not the case in the situation.

22 MR. MURRELL: Your Honor, her testimony was
23 that Mr. May was present. She claimed Ms.
24 Kirkpatrick was not present. And I had her here
25 to testify as to that allegation. Now they're

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1 alleging something entirely different. Again,
2 this is the worse case of trial by ambush that
3 I've seen in quite some time, and that's the
4 whole reason for the rules, to keep a level
5 playing field for the parties, to lead to a true
6 examination of facts and what can logically be
7 contested rather than, you know, letting somebody
8 who has a voluminous history of bad faith and
9 false statements in court actions shoot from the
10 hip. I mean, the Supreme Court has already made
11 a finding of fact that she acts in bad faith, the
12 Bankruptcy Court has already made that finding,
13 and the Circuit Court in Lee County has also made
14 that finding. And this is just another example
15 of it. And you know, bad faith actions are like
16 anything else. If it's sanctioned, you get less
17 of it; if you encourage it, you get more of it.
18 And you know, this leads to a direct denigration
19 of the whole judicial process. I don't know how
20 on earth I'm supposed to logically defend against
21 a case when I have no idea what they're going to
22 allege, and they're just given complete freedom
23 to allege anything and everything. If something
24 doesn't work, then they just allege something
25 else orally at court. I mean, you know, there is

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1 such a thing as notice and due process, and this
2 is entirely contrary to it.

3 MR. YOUNG: I'll go through this thing as I
4 need to put documents in if that's the case.

5 BY MR. YOUNG:

6 Q Mr. May, are these copies of the checks that you
7 issued as a result of this closing?

8 A Yes, sir, they are.

9 Q And did this, monies from the bank, did it go
10 through your trust account?

11 A Yes, sir.

12 Q And then of course, you issued your own checks--

13 A We issued the checks, yes, sir.

14 MR. YOUNG: We would offer this into
15 evidence.

16 MR. MURRELL: Could I see those, please?

17 MR. YOUNG: Yes, sir.

18 MR. MURRELL: To the extent any of these
19 documents pertain to the allegations that are in
20 the written motion, I don't object. To the
21 extent that they're new matters that are trying
22 to be alleged now, I do object, Your Honor.

23 MR. YOUNG: Okay. We're still offering them
24 into evidence, Your Honor, as one exhibit.

25 (Exhibit No. 2 was marked for

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1 identification.)

2 BY MR. YOUNG:

3 Q Mr. May, let me show you what's been marked or
4 shown as instructions for a funding loan, and I
5 ask you whether or not the initials at the bottom
6 are, in fact, Ms. Toney's?

7 A Yes, they sure are, and that is a copy of her
8 driver's license that I got.

9 Q And that's all part of the same document; is that
10 correct?

11 A No, sir. This we get separately when Ms. Toney
12 shows up at closing or any client shows up at
13 closing, we get a copy of the driver's license.
14 This is part of the closing package that comes
15 out of our office that we provide, because I
16 always inquire of our clients whether or not
17 they've been advised that they have the right to
18 choose their own attorney, that's the
19 verification.

20 MR. YOUNG: We would offer this as one
21 exhibit, and then I'm going to ask him some
22 questions about it.

23 MR. MURRELL: If I could see it, Your Honor.
24 I think this is already a part of the record as
25 far as the closing attorney's affidavit, Your

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1 Honor.

2 MR. YOUNG: I would offer this as an
3 exhibit.

4 (Exhibit No. 3 was marked for
5 identification.)

6 BY MR. YOUNG:

7 Q Mr. May, let me show you what's been marked as
8 Court's Exhibit 3, ask you whether or not you had
9 ever done any legal work for Mrs. Toney prior to
10 that day?

11 A We had done two closings for her prior, two
12 different pieces of property.

13 Q Okay. And she did select you as the closing
14 attorney?

15 A On those two, I believe she went through her
16 mortgage broker, Lab Financial Services. They
17 offered her a choice of attorneys. I think she
18 probably went with their recommendation. That's
19 how we got involved with those two closings.

20 MR. MURRELL: Your Honor, I'm going to
21 object to any attorney preference questions
22 since, again, that's not in the pleadings. Is
23 that overruled?

24 JUDGE BURGDORF: Mr. Young?

25 MR. YOUNG: Well, just wanted to know

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1 whether or not he discussed it with her, and
2 whether or not she said she selected him.
3 Obviously, he says she put her initials here.

4 MR. MURRELL: Again, that's nowhere in the
5 motion, Your Honor, and I don't think there's
6 anything in the prior testimony, objection or
7 otherwise.

8 JUDGE BURGDOFF: Yeah, I don't really know
9 what relevance that would have in this motion
10 today.

11 MR. YOUNG: One of the things I'm dealing
12 with, Your Honor, is that Mrs. Toney has stated,
13 and she stated to you, that this closing was not
14 done properly, and that she did not have an
15 opportunity to select her attorney. This is
16 something that I'm finding out now, that she's
17 dealt with him previously.

18 MR. MURRELL: Your Honor, that was not
19 stated. The motion states two grounds that were
20 frivolous on their face. These are grounds that
21 she's brought up in other cases which the courts
22 have found to be lacking credibility. That was
23 one reason why I did attach the document to the
24 proposed affidavit, since she has a history of
25 this type of bad faith behavior. Of course, I

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1 would also note, as I previously did before,
2 she's been through Chapter 13 bankruptcies, which
3 of course, she was found to be in bad faith on.
4 You're required to state any counterclaims you
5 have and affirm your debts. She affirmed these
6 debts, and she stated earlier she had no
7 counterclaims or other claims to allege. And now
8 that, you know, the bankruptcy trustee is passed
9 on those issues, and you know, made the
10 determinations about her estate, she all of a

11 sudden wants to say, oh, well now I want to claim
12 these and get some benefit out of them. Again,
13 Your Honor, that is exactly why my objection
14 should be sustained in this case, and we should
15 deal with what is in the motion.

16 MR. YOUNG: And he files an affidavit,
17 attaches this, and then says I'm not supposed to
18 ask any questions about it? I don't think that's
19 right.

20 JUDGE BURGDORF: That's in the affidavit?

21 MR. YOUNG: That's what he just said.

22 MR. MURRELL: I said there's an affidavit
23 where I attached some of the closing instructions
24 that she had had, but again--

25 JUDGE BURGDORF: That's one of them?

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1 MR. MURRELL: That's one of them, yes, sir,
2 but not in the other cases.

3 JUDGE BURGDORF: Well, if it's attached on
4 this case, I think he has--

5 MR. MURRELL: It is, but not to the extent
6 where he's going to question about other matters.

7 JUDGE BURGDORF: Of the case--

8 MR. MURRELL: That's correct. How many
9 other loans have you done for her? You know,
10 well, let's talk about this other loan. You

11 know, if he wants to ask him did she initial that
12 and choose you in that case, yeah, that's
13 perfectly proper.

14 JUDGE BURGDORF: That's what he just did.

15 MR. MURRELL: Right, but he was also
16 starting to ask him about other loans he had
17 done, and how did you get selected on those other
18 loans.

19 MR. YOUNG: Well, it would make sense, if
20 he's done loans for her in the past that she
21 would select him to do this loan, if he's done it
22 properly and correctly, and she was satisfied
23 with his services. And that's probably how we
24 got here.

25 MR. MURRELL: If she's got a complaint about

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1 her other cases, she needs to take those up in
2 the other counties.

3 JUDGE BURGDORF: I agree with that.

4 MR. MURRELL: I can, and of course, have
5 handed up the order in the previous case where
6 that argument was found to be wholly lacking in
7 credibility. And since that's res judicata, I
8 think if the Court's going to inquire into it,
9 they should inquire into it to the extent that
10 another court's made a decision on that.

11 JUDGE BURGDORF: Yeah, that's not before me
12 today.

13 MR. YOUNG: No, sir, but this is quite
14 relevant as to whether or not she selected him,
15 and that's a proper question.

16 JUDGE BURGDORF: Go ahead.

17 BY MR. YOUNG:

18 Q She selected you as the attorney for this; is
19 that correct?

20 A I do not know for a fact that she selected me. I
21 understand that she had originally had a previous
22 mortgage company, they came to us after we had
23 already done the title search. I assumed, and I
24 believe there's another document in the file,
25 where she signed that she picked us because of

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1 that reason.

2 Q Well, when she initialed here, she didn't tell
3 you she wanted somebody else to close it, did
4 she?

5 A No, certainly not. I asked her if she was aware
6 of the fact that she had the right to choose her
7 own attorney to do this, and I said if that's the
8 case, then initial the appropriate blocks, and
9 she did.

10 Q Okay. This is an affidavit and agreement. Was
11 this signed by Ms. Toney and witnessed by you?

12 A Yes, sir, it was. Affidavit and agreement just
13 says that we will pay her old mortgage off, and
14 we'll send them the amount they tell us to send
15 them, and if there is an underage, in other
16 words, if it's short, then we'll get in touch
17 with her; if it's too much, then they will send
18 her the difference.

19 Q No question, she signed that in your presence?

20 A Yes, sir.

21 JUDGE BURGDORF: We would offer this into
22 evidence, Your Honor.

23 MR. MURRELL: No objection, except to the
24 extent that it's not relevant to the motion
25 that's before the Court.

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1 (Exhibit No. 4 was marked for
2 identification.)

3 BY MR. YOUNG:

4 Q The other documents that were relative to this
5 closing authorization to make corrections and
6 stuff like that, all that was signed in your
7 presence?

8 A Every document was signed in my presence.

9 Q Do you go over everything with the client, or do
10 you just say sign here, sign here, sign here?

11 A No, sir. I go over every single document,
12 explain what the document is, and give them the
13 opportunity to ask any questions about them.

14 Q Okay. And that's Indemnity Agreement, you've
15 gotten her to sign that?

16 A Yes, sir.

17 Q So all these documents that you've provided to me
18 with her signature, those, as far as you're
19 concerned, when your signature appears on that
20 same document, they were signed in your presence?

21 A Every document from the closing itself that has
22 been signed, I was present, yes, sir.

23 Q Okay.

24 A And explained each document.

25 Q Just as a demonstration, as far as the survey,

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1 not getting a new survey?

2 A That's correct.

3 Q She signed that?

4 A She signed that--

5 Q It wasn't necessary for it to be witnessed then,
6 right?

7 A No, sir.

8 Q But it's undated. Is there any reason--

9 A It's undated just because that's done at the
10 closing. If I need to go back and date them,--I
11 will, but it's usually not necessary. Those
12 documents are generated by my office.

13 MR. YOUNG: We would offer this into
14 evidence, Your Honor.

15 MR. MURRELL: Your Honor, I object to the
16 extent that it's not relevant to the issue we've
17 got before us.

18 JUDGE BURGDORF: I don't understand the
19 relevance either exactly, what the survey would
20 have to do with it.

21 MR. YOUNG: It's building upon the fact that
22 Ms. Toney says that some things were done
23 irregularly as far as witnesses are concerned.
24 I'm leading up to it as far as other documents.
25 Mr. May says he was there the entire time, and

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1 everything that was signed was signed by her,
2 nobody signed for her or anything like that, and
3 it's a critical part of this case.

4 MR. MURRELL: Again, I don't understand what
5 not having to have a survey has to do with it.

6 MR. YOUNG: It just shows that she signed
7 another document, he says, in his presence.

8 MR. MURRELL: Again, I would object. It's
9 not in any way related to the issue we have
10 before us as stated in their motion.

11 MR. YOUNG: I'd like to put it in. If the
12 Court objects or says no, I won't.

13 JUDGE BURGDORF: Well, I don't see any harm
14 in putting it in, if you want to go ahead and put
15 it in. You just need to stay on track where
16 we're headed.

17 MR. YOUNG: Yes, sir.

18 (Exhibit No. 5 was marked for
19 identification.)

20 MR. YOUNG: If it please the Court, I
21 believe the mortgage is already in evidence.

22 MR. MURRELL: I know I've attached it to his
23 affidavit, Your Honor.

24 BY MR. YOUNG:

25 Q Let me just show you this. Mr. May, let me show

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1 you a copy of a mortgage, ask you whether or not
2 that was the mortgage that was executed in May
3 of 2005?

4 A Yes, it is.

5 Q You have three witnesses there. Mr. Green has
6 identified his signature as being present. At
7 the time Ms. Toney signed that document, I see
8 where she signed twice, what was the reason for
9 that; do you recall?

10 A Because her name, I believe, is Laura T. Toney.

11 She was listed on the documents as Laura A.
12 Toney. I got her to, I changed the A to a T and
13 got her to initial, but then elected to go ahead
14 and have her sign again as Laura T. Toney just so
15 there wasn't any confusion.

16 Q Other than you and Mr. Green, was Ms. Kirkpatrick
17 in the room at the time she signed?

18 A At the time she signed the mortgage, yes, she
19 was.

20 Q Okay. And Ms. Kirkpatrick signed the notary
21 statement underneath it?

22 A That's correct. No, she, Ms. Kirkpatrick is not
23 a notary. That's another staff member at my
24 office.

25 Q Okay. She notarized Ms. Kirkpatrick's?

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1 A That's correct.

2 Q All right. She was not in the closing?

3 A Ms. Leaphart was in and out of the closing
4 several different times, but I don't believe she
5 was there the entire time as Ms. Kirkpatrick was
6 not there the entire time.

7 Q Let me show you the Settlement Statement for this
8 closing and ask you whether or not you recognize
9 that?

10 A That's it.

11 MR. MURRELL: That should already be in
12 evidence, Your Honor. I think I submitted that.

13 MR. YOUNG: I think you did.

14 BY MR. YOUNG:

15 Q Did Mrs. Toney get \$11,000?

16 A \$11,102.61.

17 Q And the first mortgage to Bank of America was
18 paid off?

19 A That's correct, yes, sir.

20 Q And then all the other fees that were--

21 A Were disbursed according to that, yes, sir.

22 Q Okay. Did you go over the Truth in Lending
23 Statement with Ms. Toney?

24 A Yes, sir.

25 MR. MURRELL: Again, Your Honor, I'm going

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1 to object, since this isn't in their motion. I'm
2 overruled?

3 JUDGE BURGDORF: He's already testified to
4 it, so--

5 BY MR. YOUNG:

6 Q Did you review that with her?

7 A Yes, sir, I sure did.

8 Q And she understood the actual payoff interest
9 rate would be 11 percent?

10 A I explained how the annual percentage rate was to
11 her and how that works to the best of my
12 knowledge. It's kind of confusing, but yes, I
13 did explain it to her.

14 Q Okay. Did she have any questions, do you recall?

15 A I don't recall if she had any questions. Ms.
16 Toney looked at a lot of documents very carefully
17 and took her time, but I don't recall her asking
18 a question about any specific documents.

19 Q No question in your mind that's her signature?

20 A Absolutely, no, sir.

21 Q You have no recollection of her asking you any
22 questions at that time?

23 A I don't remember any questions.

24 Q Okay. Let me show you the note for this closing
25 and ask you whether or not that is Ms. Toney's

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1 signature on the back of that?

2 A Yes, sir. Once again, Laura A. and Laura T.

3 Q Okay. And why did she sign it twice again?

4 A Once again, the documents were drawn by the
5 lender as Laura A. Toney. Where they got Laura
6 A, I have no idea, and we had determined that she
7 was on title as Laura T. Toney, and the lender
8 instructed us to have her sign an affidavit that
9 stated Laura A. and Laura T. were the same
10 person, which we did do that, but just over

11 cautious, I guess, I had her sign it both ways so
12 there was no question.

13 Q All right. With respect to the Uniform
14 Residential Loan Application, did you have
15 anything to do with the preparation of this?

16 A No, sir. That's provided by the lender.

17 MR. MURRELL: Again, Your Honor, this is
18 loan origination, not loan closing. I'd like to
19 continue to note my objection.

20 JUDGE BURGDORF: What relevance?

21 MR. YOUNG: This is very relevant, Your
22 Honor, and the reason is this. Somehow, some
23 way, they've got income here for \$6,000 on this
24 lady. And somebody has put in information about
25 her income which is erroneous. Now she's, I want

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1 to find out, the question is this, is whether or
2 not she signed here on this document and how
3 thoroughly he went over this document with her.

4 MR. MURRELL: Your Honor -- I'm sorry. Are
5 you through?

6 MR. YOUNG: Yes, sir.

7 MR. MURRELL: I'm sorry, I don't mean to
8 interrupt you.

9 MR. YOUNG: No problem.

10 MR. MURRELL: ~~He's not part of the loan~~
11 origination process. This is in no way mentioned
12 in any of the pleadings that they filed in this.
13 I mean again, you know, this is just the worse
14 kind of, it bears no relationship to the motion
15 as they set forth. They alleged one thing, and
16 they're coming in alleging something entirely
17 different. But certainly, he's had no
18 involvement with the loan origination, and as a
19 preview of my argument, this loan originated with
20 New Century Mortgage Corporation. Deutsch Bank
21 now holds it as a holder in due course. So,
22 again, if they want to allege anything against
23 New Century, they can certainly, are free to file
24 any action to do so. But not only is this wholly
25 irrelevant to, and unrelated to the motion that

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1 they filed, you know, this is a claim that they
2 would have against somebody else. My client's a
3 holder in due course and should not be subjected
4 to this, especially not when there's not been any
5 proper notice done under the rules.

6 MR. YOUNG: I think I'm entitled to ask him
7 about this, and this is part of the loan closing
8 package. This was made available as part of the
9 documents that he's relying on to foreclose.
10 This is very much a relevant part of that.

11 MR. MURRELL: Your Honor, this was a default
12 foreclosure case. She's admitted the allegations
13 of the Complaint as was stipulated at the
14 previous frivolous hearing in this case that we
15 had to wait several hours to have when another
16 attorney showed up. And now, without benefit of
17 Substitution of Counsel, we've got another motion
18 that has frivolous grounds on its face, so in the
19 interim, since that hearing, they're now alleging
20 something entirely different against a separate
21 and distinct corporation. I don't understand how
22 I'm supposed to play baseball if I'm blindfolded
23 and turned the opposite direction. I mean,
24 that's not what the rules are supposed to do.
25 The rules are supposed to get a level playing

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1 ground for all parties.

2 JUDGE BURGDOFF: Go ahead, Mr. Young. I
3 mean what, and here again, I question what Mr.
4 Murrell is saying as far as relevance in regards
5 to the motion before me.

6 MR. YOUNG: This is part of what she said
7 her motion was, that this loan package, the loan
8 closing, the loan foreclosure, was defective from
9 the standpoint that documents that she signed,
10 apparently, and I need to ask him that, were
11 bogus or false. But if she signed them, then of
12 course, he has every right to question her about,
13 well, if that's a false document there, why did
14 you sign it? Did you bring it to Mr. May's
15 attention that it was wrong? That would be a
16 proper question.

17 MR. MURRELL: Your Honor, the motion is as
18 stated. Number one, that through further
19 investigation, Defendant Laura Toney has learned
20 that closing documents were prepared by an out of
21 state entity and were not prepared by the closing
22 attorney as required by the South Carolina
23 Supreme Court. I've cited in the affidavit the
24 case law that says as long as an independent
25 attorney inspects it, insures that it conforms

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1 with the law, that's fine. Defendant Toney was
2 not served with a copy of the lis pendens.
3 That's frivolous on its case, and it was
4 admitted. I don't see any of this in the motion.

5 JUDGE BURGDORF: Yeah, that's what's giving
6 me some problem too, is that we're going far
7 field--

8 MR. YOUNG: Well, if he didn't inspect this,
9 if he didn't ask her about the \$6,000 on a
10 teacher's income, what did he do?

11 JUDGE BURGDORF: But that's not a part--

12 MR. MURRELL: That's not the motion.

13 JUDGE BURGDORF: The motion, that's what I'm
14 getting at, what Mr. Murrell said, about the
15 motion, this was a two-pronged motion, and
16 neither of these prongs, one is obviously, the
17 lis pendens aspect is obviously wrong, no
18 question there. But the other part being an out
19 of state, that's the only other prong of the
20 motion. I guess what I'm trying to say is,
21 should you file another motion regarding all
22 these things you're questioning the attorney on,
23 then that might open the door for all these
24 questions--

25 MR. MURRELL: Your Honor, let me set forth a

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1 clear distinction. Ms. Laura Toney filed this
2 motion. She's already been found to be in bad
3 faith and dilatory tactics. Mr. Young did not
4 file this motion, but Mr. Young is an attorney
5 like me, we're part of a brotherhood, and I
6 assume he takes Rule 11 as seriously as I do.
7 You make a thorough investigation, and you have a
8 basis to allege something before you file a
9 motion. Now, I understand he's stepped in to
10 advocate for her at this state, and I certainly
11 don't fault him for that, but I assume he's going
12 to thoroughly investigate it, and if there's not
13 a basis for it, you know, an attorney, the way
14 the rules are set up, will use some caution, and
15 may tell the client, I don't have a good faith
16 basis to file that. And that's where we are. I
17 mean, you know, I don't think they should get the
18 benefit of arguing things that aren't in the
19 motion when, you know, nobody's liability is on
20 the line.

21 JUDGE BURGDORF: Let's, let me break here at
22 this point, and can I just talk to the attorneys,
23 have everybody, all the witnesses leave at this
24 point?

25 MR. YOUNG: Yes, sir.

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(Off the record from 11:26 a.m. to
11:28 a.m.)

BY MR. YOUNG:

Q Mr. May, let me show you the Uniform Residential
Loan Application that was part and parcel of the
documents that you produced. Did you review that
with Ms. Toney?

A Yes, sir, I did. Normally, what I'll say is,
this is a copy of the loan application that your
lender printed up from the information you

provided them. Please make sure it's accurate,
and if it is, initial at the bottom of each page,
and then sign on the third page.

Q And did she review it in your presence?

A To the best of my knowledge, she did, yes, sir.

Q And did she initial it--

A She initialed the bottom of the first two pages,
and she signed the third, both Laura T. and Laura
A.

Q Let me show you something on this. When you saw
her income of \$6,000 a month, did you question
that with her?

A I don't recall questioning that with her, no, I
don't. I had no reason to.

Q And did she raise that question with you saying

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1 that, "Mr. May, there's something wrong here.
2 This shows an income of 6,000, when the truth is
3 that my income is about 3?"

4 A If she had done that, I would have stopped the
5 closing. I would not have proceeded.

6 Q That's your practice?

7 A Something like that, yes, sir. I have to protect
8 the lender also, and if that was brought to my
9 attention, then I would not have continued the
10 closing.

11 MR. YOUNG: We would offer this into
12 evidence, Your Honor.

13 MR. MURRELL: Just to the extent of my
14 earlier objections, Your Honor.

15 (Exhibit No. 6 was marked for
16 identification.)

17 MR. YOUNG: Your Honor, I'm almost through.

18 BY MR. YOUNG:

19 Q Frankly, I think we can just summarize. Mr. May,
20 all these documents you provided that have either
21 Mrs. Toney's initials or her signature, on the
22 day of closing, was all of that done in your
23 presence?

24 A Yes, sir.

25 Q Did anybody from your office, that you know of,

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1 go back and prepare any documents realizing that
2 Mrs. Toney's signature was not on it and sign it
3 for her or put her initials on it?

4 A No, sir.

5 Q Now, is that a practice in your office to do
6 anything like that?

7 A We've never done that, no, sir.

8 Q Okay.

9 MR. YOUNG: That's all the questions I have
10 at this time.

11 MR. MURRELL: I'm going to try to make this
12 brief, Your Honor.

13 **EXAMINATION**

14 **BY MR. MURRELL:**

15 Q Mr. May, did you previously review and sign,
16 after making proper revisions, an affidavit which
17 has been submitted to the Court?

18 A Yes, sir, I did.

19 Q Is this a file copy of that affidavit?

20 A I believe it is.

21 Q And does it truthfully state your knowledge of
22 the case, both based upon your recollection and
23 the documents that are in your file?

24 A Yes, it does.

25 Q And are you familiar with the case law regarding

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1 real estate closings, Doe versus McMaster, State
2 vs. Buyer Services Company and related cases?

3 A Yes, sir, I am.

4 Q And in this particular closing from Ms. Laura
5 Toney, did your office perform the four duties
6 that are set forth in those cases to the best of
7 your knowledge?

8 A Yes, sir, we sure did.

9 Q Your office commissioned and reviewed the Title
10 Search?

11 A Absolutely. We normally, we have several
12 abstractors who, or Title Searchers who go out
13 and search the title, they send the Title Search
14 to us, and then I review it and make sure it's
15 okay.

16 Q And typically, you use that to issue a Lender
17 Title Policy?

18 A Yes, sure do.

19 Q Okay. So--

20 A That all came out of our office under my
21 supervision, yes, sir.

22 Q And do you receive and review the loan documents?

23 A We normally get the loan documents, back in '05,
24 sometimes they are overnighted to us, sometimes
25 they're emailed. We generally get them, usually

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1 the day of, sometimes the day prior, and take
2 enough time to go through the documents and make
3 sure that they are in accordance with the
4 accepted policies and statutes of South Carolina.

5 Q And in this particular instance, there was a
6 minor discrepancy regarding her name, Laura A.
7 and Laura T?

8 A Yes, sir.

9 Q And so in fact, a name affidavit was executed to
10 deal with that issue?

11 A Well, the name affidavit is normally a document
12 that is in the file sent to us by the lender. I
13 believe that whoever the processor was that
14 actually processed the documents in my office
15 noted the difference between the Laura A. and
16 Laura T. and added that to that document, and I
17 got her to sign the documents that it was the
18 same person.

19 Q And did you personally attend and conduct the
20 real estate closing in this particular loan?

21 A Yes, sir, I did.

22 Q And did you explain the documents and review them
23 with Ms. Toney?

24 A I went over every single document with her, yes.

25 Q And all of the documents which have previously

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1 been submitted into evidence that were attached
2 to your affidavit, that is her signature, and you
3 can state that emphatically, under oath?

4 A Under oath, and I understand what perjury is,
5 yes.

6 Q And did your law firm make the disbursements of
7 the various payments coming out of the loan?

8 A That's correct. We get the HUD, we get either a
9 wire or a check, and it goes into our trust
10 account, and then we make the disbursements, and
11 I believe the checks are already in evidence.

12 Q Okay. And so this attorney's trust check account
13 number 4018, that's issued by your trust account?

14 A That's correct.

15 Q And those are the funds that Ms. Toney received
16 from this particular closing?

17 A That's correct, sir.

18 Q And according to your records, that was
19 negotiated by Ms. Toney?

20 A I believe it is, that what you're referencing
21 here is the copy of the check that we received
22 from the bank, both sides, and does indicate that
23 she, or at least somebody signed Laura T. Toney
24 to the backside, and that appears, I'm pointing
25 to the fingerprint on the front side of the

1 check, appears to be a fingerprint, I don't know
2 if that's actually hers or not, but it was
3 fiduciary.

4 Q And certainly no disbursements were made by the
5 mortgage broker?

6 A There may be some confusion on that. Sometimes
7 the mortgage broker, or in this case the Loan
8 Officer, will pick up the check on behalf of
9 their client. I don't know if that was the case
10 in this one or not. I don't know if Ms. Toney
11 came to our office and picked it up, or if Mr.
12 Green picked it up for her.

13 Q But there's no question that your law firm did
14 the disbursements from the trust account as
15 required by law?

16 A No question at all.

17 Q Okay. And, let's see, did your office
18 subsequently determine whether or not the prior
19 mortgage that had been paid off through these
20 funds had been satisfied of record?

21 A Yeah, and I'm not sure exactly how we came about
22 that knowledge, but it was brought to our
23 attention that that had not been satisfied of
24 record, and I believe we did an attorney sat to
25 satisfy that.

1 Q Okay. And that's a copy that's attached to your
2 affidavit?

3 A Yes, it is.

4 Q Okay. So, you can state under oath that you
5 fully performed all the duties required of you in
6 this loan closing?

7 A As far as I know, yes, sir.

8 Q And all those were in conformance with state and
9 federal requirements and with your ethical duty
10 as an attorney?

11 A I believe they were.

12 MR. MURRELL: No further questions, Your
13 Honor. Oh, just one, I'm sorry.

14 BY MR. MURRELL:

15 Q Was Ms. Kirkpatrick there at the time that she
16 indicated her witnessing of Ms. Toney's signature
17 on those documents?

18 A Yes, for the mortgage at least, yes.

19 Q Okay. No further questions.

20 MR. YOUNG: Just a couple of followup.

21 EXAMINATION

22 BY MR. YOUNG:

23 Q Mr. May, you indicated that the checks that were
24 signed, I take it Ms. Kirkpatrick has signing
25 authority on your checks?

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1 A Yes, sir.

2 Q They're dated the day of the closing, May 23?

3 A Yes, sir.

4 Q Were they issued that same day?

5 A That's hard for me to say, Mr. Young. Generally,
6 this is not owner occupied, so it would have
7 funded the same day, it would have scheduled to
8 fund the same day. If we had gotten the wire in
9 on the date that it closed, then we would have
10 disbursed the funds that day. If not, we would

11 have disbursed after we got the funds in.
12 Sometimes it happens that even though they fund
13 it the same day, it gets cued at our bank, if
14 it's a wire, and they will not deposit it and
15 show it into our account until perhaps the next
16 day. So I don't know when it was actually given
17 to her.

18 MR. YOUNG: Okay. That's fine. That's all
19 the questions I would have.

20 MR. MURRELL: No further questions.

21 MR. YOUNG: Okay. Call Ms. Kirkpatrick to
22 the stand.

23 (Tracy L. Kirkpatrick, being duly sworn,
24 testified as follows:)

25 EXAMINATION

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1 BY MR. YOUNG:

2 Q Ms. Kirkpatrick, would you please state your full
3 name for the record?

4 A Yes, Tracy L. Kirkpatrick.

5 Q And where do you live, please?

6 A Lexington, South Carolina.

7 Q And by whom are you employed?

8 A Ratchford and May.

9 Q And how long have you been employed there?

10 A Ten years.

11 Q Ten years?

12 A Yes, sir.

13 Q And what are your primary duties there?

14 A Process, prepare packages, disbursements, answer
15 phones.

16 Q Loan closing paralegal?

17 A No, sir.

18 Q Assistant lawyer, or what?

19 A That would be nice.

20 Q Okay. You've heard Mr. May testify with respect
21 to several documents which your name appears on
22 with respect to the mortgage and that sort of
23 thing?

24 A Yes, sir.

25 Q Were you present when Ms. Toney signed these

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- 1 documents?
- 2 A Yes, sir.
- 3 Q Ms. Kirkpatrick, let me show you the document; is
- 4 that your signature there?
- 5 A Yes, sir.
- 6 Q Did you witness her signing that?
- 7 A Yes, sir.
- 8 Q That's the mortgage; is that correct?
- 9 A Yes, sir.
- 10 Q And did you later, then, appear before Ms.
- 11 Leaphart?
- 12 A As far as I remember, yes, sir.
- 13 Q Okay. And were you present when Mr. May was
- 14 reviewing the loan closing documents with Mrs.
- 15 Toney?
- 16 A Just the mortgage.
- 17 Q Just the mortgage?
- 18 A Yes, sir.
- 19 Q And do you normally remain in the closing, or are
- 20 you in and out?
- 21 A In and out. I come in to witness mortgages if
- 22 I'm available.
- 23 Q Okay. And there's no question that's your
- 24 signature?
- 25 A None at all.

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1 Q And the signature on the check, do you have check
2 signing authority?

3 A Yes, sir, I do.

4 Q And did you issue this check to Mrs. Laura Toney
5 on May 23? Is that your signature?

6 A That's my signature, yes, sir.

7 Q Is that check issued on that day, or at a later
8 day; do you recall?

9 A I don't recall. It has that date on it, but I
10 could have wrote the checks that day and prepared
11 them for another day. I don't know if it was a
12 non-owner occupy, if there was a refinance, I'm
13 not sure.

14 Q Okay. One second, please. No further questions.

15 MR. MURRELL: I'll try to make it brief,
16 Your Honor.

17 EXAMINATION

18 BY MR. MURRELL:

19 Q Ms. Kirkpatrick, did you review and sign an
20 affidavit that has been filed with the Court?

21 A Yes, I did.

22 Q And is it true and correct, to the best of your
23 knowledge and recollection?

24 A Yes, sir, it is.

25 Q And you understand what the concept of perjury

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1 is?

2 A Yes, sir, I do.

3 Q And that it's punishable by the Court, by a fine
4 and imprisonment?

5 A Yes.

6 Q And you're stating before the Court and before
7 God almighty that this is a truthful statement as
8 set forth in your affidavit?

9 A Yes, sir.

10 Q And you witnessed Ms. Toney sign the mortgage?

11 A Yes, sir.

12 MR. MURRELL: No further questions, Your
13 Honor.

14 MR. YOUNG: No additional questions. We
15 call Ms. Toney to the stand.

16 JUDGE BURGDORF: It's ten to 12. We won't
17 have enough time to do her in ten minutes. I
18 don't want to-- it may be a good time--

19 MR. YOUNG: Do you break for lunch at this
20 time?

21 JUDGE BURGDORF: I need to break around 12.

22 MR. YOUNG: Yes, sir. Well, let's do that
23 now if that's okay with you.

24 (Off the record from 11:41 a.m. to
25 1:05 p.m.)

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1 Q Ms. Toney, let me show you the mortgage which is
2 dated May 23, 2005. Are those your initials?

3 A Yes.

4 Q First page of that mortgage?

5 A Yes, sir.

6 Q Is that your signature on the last page, next to
7 the last page?

8 A Yes, sir.

9 Q So you signed that, and those are your initials
10 there too; is that right?

11 A Yes, sir.

12 Q Okay. Now, when you signed, were the three
13 people that are listed here, Ms. Kirkpatrick,
14 Mr. May and Mr. Green, present when you signed
15 it?

16 A The only people in that room were me, Mr. May and
17 Mr. Green. Ms. Kirkpatrick, I saw her for the
18 first time in my life this morning. As a matter
19 of fact, when I got these documents, I noticed
20 that her ink was darker than the other signature.
21 And I looked at it, I said, "I don't know this
22 person." So, you know, I'm not a handwriting
23 expert, but she signed later. She was not in the
24 room, she was not in the room at all. She did
25 not sign anything in my presence.

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1 Q So there's no question that's your signature?

2 A That's my signature.

3 Q All right. This check for \$11,102.61, did you
4 receive that check?

5 A Yes, sir.

6 Q Is that your endorsement?

7 A Yes, sir.

8 Q And did you get the money?

9 A Yes, sir.

10 Q This is your Loan Closing Statement. Is that
11 your signature at the bottom of this Loan Closing
12 Statement?

13 A That's not my signature.

14 Q That's not your signature?

15 A That's not my signature, no, sir, it's not. That
16 is not my signature. It's not.

17 Q Okay. But all the other payouts, the actual
18 \$11,102.61 that was called for that you received,
19 you got the money?

20 A Yes, sir.

21 Q But you're saying you just didn't sign that?

22 A I didn't, that's not my signature.

23 Q How about the name affidavit; is that your
24 signature?

25 A That's not my signature right here, and this is

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1 not my signature. Now, Laura A. Toney, that's my
2 signature. The first one is my signature. The
3 other three, they're not my signatures. They're
4 not. But the first one is.

5 Q All right. I got one other question for you, and
6 then turn you loose. I need a copy of that note.

7 MR. MURRELL: Now, it should be into
8 evidence already as part of--

9 MR. YOUNG: Yeah, I know, I just wanted to
10 show her. Your Honor, I apologize. I just think
11 it's important she identify the note and say
12 whether or not she signed that. Does your file
13 have the note in it, Your Honor?

14 JUDGE BURGDORF: I think this is it.

15 MR. MURRELL: It's been submitted into
16 evidence, at least as part of the main
17 foreclosure case, Your Honor.

18 MR. YOUNG: Can I see it, please?

19 MR. MURRELL: Here's a copy from the Loan
20 Origination File which I also received, so you
21 can refer to that.

22 MR. YOUNG: Thank you. And I would assume
23 the note is already in evidence.

24 MR. MURRELL: I know it was submitted as a
25 part of the main foreclosure case.

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1 MR. YOUNG: Sure. That would be a natural
2 course to do that.

3 BY MR. YOUNG:

4 Q Ms. Toney, let me show you a note which is dated
5 May 23, 2005, and I ask you whether or not this
6 is your signature on the note?

7 A No, sir, that's not my signature. Now -- no,
8 this is not my signature. Not, no, see, that's
9 not my signature. That's not my signature, no,
10 sir.

11 Q You deny you signed the note?

12 A That's not my signature, neither one.

13 MR. YOUNG: Your Honor, is the note in
14 evidence? I need to make absolutely sure.

15 MR. MURRELL: It definitely was submitted as
16 part of the foreclosure case, Your Honor.
17 There's not a question about that.

18 JUDGE BURGDORF: I see the mortgage in here,
19 but I don't see the note, unless it's not part of
20 the affidavit.

21 MR. YOUNG: Can we make a copy of this?

22 MR. MURRELL: It was Exhibit 1 as part of
23 the record, but we can certainly submit that one
24 into evidence.

25 JUDGE BURGDORF: It's not in the affidavit.

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1 MR. MURRELL: Oh no, not in the affidavit,
2 but in the main foreclosure case--

3 JUDGE BURGDORF: Oh, okay.

4 MR. YOUNG: Can we submit this?

5 MR. MURRELL: We can certainly submit that.
6 As I say, it is part of the record, but I have no
7 objection to submitting that.

8 (Exhibit No. 8 was marked for
9 identification.)

10 **BY MR. YOUNG:**

11 Q Ms. Toney, you will probably misinterpret my
12 question here, but I'm a little bit lost. If you
13 didn't sign the note, I can't imagine Mr. May
14 letting you sign the mortgage. Are you positive
15 about that?

16 A That's not my signature.

17 Q All right. You understand that the loan process
18 on through the lawyer's office, and you get the
19 benefit of the closing by them paying off the
20 mortgage and giving you a check for the \$11,100?

21 A Right.

22 Q And you deny those are your signatures?

23 A Those are not my signatures.

24 Q All right. Is there anything else you want this
25 Court to know?

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1 MR. MURRELL: I mean, she said she didn't
2 bother to read this.

3 DEPONENT: I didn't say I didn't read it. I
4 didn't say I didn't read it, I said I didn't see
5 it.

6 **BY MR. MURRELL:**

7 Q So, you say you didn't see Paragraph 4 that
8 alleged you signed the note?

9 A No, I didn't see it.

10 Q The Complaint also alleged that you were in
11 default from May 1, 2006 forward in the payments.

12 Did you read that part of the Complaint?

13 A I don't recall everything that was in the
14 Complaint.

15 Q Do you dispute that you're behind on the
16 payments?

17 A I was behind on the payments.

18 Q From May of 2006 forward?

19 A I don't know the exact amount -- I can't--

20 Q Would you dispute that it was May, 2006 forward?

21 A I can't recall. I can't give you a date.

22 Q Can you dispute that?

23 A I don't know, because I don't know the answer. I
24 don't know how many months I was behind. I
25 don't.

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1 Q So -- okay. So, you have no idea what you were
2 behind, but you were behind?

3 A I was behind.

4 Q So can you dispute that you were behind after the
5 mortgage got assigned to my client?

6 A I don't recall. I don't recall.

7 Q Okay.

8 A But I was under the impression, when a mortgage
9 company buys out, they take on the liability.

10 Q Ma'am, I'm not asking you for a legal opinion.

11 A Okay.

12 Q I'm asking you when you went into default on the
13 payments.

14 A I did. I was in default.

15 Q Okay. And everything that you've alleged today
16 from the loan closing deals with the company that
17 you took the loan out with New Century, correct?

18 A Yes.

19 Q Okay. You've not alleged anything that you're
20 alleging that Deutsche Bank was involved with or
21 did at the loan closing, correct?

22 A Correct.

23 Q And you don't deny that you were behind on the
24 payments that you were supposed to make to my
25 client, correct?

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1 A Mr. Murrell, Mr. Murrell--

2 MR. MURRELL: Please instruct the witness to
3 answer yes or no.

4 JUDGE BURGDORF: Please answer the question.

5 DEPONENT: Yes, sir.

6 **BY MR. MURRELL:**

7 Q Just briefly, ma'am, you had a previous motion in
8 this case, correct?

9 A Yes.

10 Q And that was withdrawn and denied, correct?

11 ~~MR. YOUNG: What do you mean by withdrawn~~
12 and denied?

13 MR. MURRELL: She moved to withdraw it, and
14 I asked that it be denied, and the Court denied
15 it.

16 DEPONENT: I don't--

17 **BY MR. MURRELL:**

18 Q You don't recall coming down here with Attorney
19 Joe Henry?

20 A Yes.

21 Q Okay. And now, we've come down here again today.

22 A Yes.

23 Q Okay. Now, your testimony before that you had --
24 who did you receive your -- no, when your
25 attorney questioned you about the proceeds from

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- 1 this loan, you don't dispute that you received
2 the money from the loan?
- 3 A Yes, I received the money.
- 4 Q And you don't dispute that they paid off your
5 prior mortgage to Bank of America?
- 6 A No, I don't.
- 7 Q Okay. And you don't dispute that you negotiated
8 that check?
- 9 A No, I don't.
- 10 Q And that's your signature on the check?
-
- 11 A Yes.
- 12 Q Is that your fingerprint on the check?
- 13 A I guess it is, yes.
- 14 Q Okay. And who did you get the check from?
- 15 A I got it from Mr. May the same day, the day of
16 the closing.
- 17 Q And your testimony previously under oath was that
18 you got it from the broker; is that correct?
- 19 A I don't recall saying--
- 20 Q You don't recall saying that?
- 21 A Not on this loan. I think this check came
22 directly from the attorney's office. I believe
23 this check came from the attorney's office, I
24 believe.
- 25 Q Okay. So, I'm going to ask you, a copy of the

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1 transcript from the May 6 hearing, on Page 16,
2 Line 10 through 17, right there, where Mr. Young
3 questions you, "Ms. Toney, I know you're going to
4 be asked this question. Did you get the
5 \$11,102.61 as a result of this closing?" And
6 your answer was?

7 A I recall getting a check. I don't recall the
8 amount.

9 Q Hold on, hold on, let me finish this. And then
10 he asked you, "Did you get it from the attorney
11 or from someone else?" And your response was?

12 A I received it from the broker; I got it from the
13 broker.

14 Q Okay. So now your testimony is different--

15 A Okay, can I answer that?

16 Q I'm asking you--

17 A Are you going to let me answer it?

18 Q Yes, ma'am, as soon as--

19 A Mr. Green--

20 Q Hold on.

21 A Mr. Green was there, Mr. May was there, and I was
22 there. The checks were disbursed in the same
23 office with all of us. He gave all the checks
24 over to the broker, and the broker handed it over
25 to me. But Mr. May disbursed the money in the

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1 office while we were all there right after the
2 loan closing.

3 Q Okay. So May 6, you didn't go into detail and
4 said I got it from the broker, correct?

5 A If--

6 Q I need a yes or no, ma'am.

7 A That doesn't even make sense.

8 MR. YOUNG: If it please the Court, what
9 difference does it make?

10 JUDGE BURGDOFF: I think maybe you're
11 getting long beyond--

12 MR. MURRELL: Your Honor, this is my point.
13 She clearly sought to mislead the Court, if not
14 commit perjury, when she said she got it from the
15 broker. Her motion was frivolous on its face,
16 they didn't serve an LP -- doesn't matter -- the
17 document was prepared out of state -- that
18 doesn't matter. This is the only thing that I
19 could discern that gave cause to any concern
20 whatsoever where she gave the impression that the
21 broker did the disbursements, which is absolutely
22 prohibited. That's not the case, and the
23 documents have shown otherwise. That's why she's
24 coming to court now with a whole new bag of
25 tricks.

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1 JUDGE BURGDORF: I believe she just
2 explained that everyone was in the room; is that
3 correct?

4 DEPONENT: We were in an office, we were all
5 in the same office.

6 JUDGE BURGDORF: Same office, the broker and
7 the attorney?

8 DEPONENT: Right, and he paid me with a
9 check.

10 JUDGE BURGDORF: So it's not a matter of
11 who, and I'm not trying to give evidence, but
12 it's not a matter of who actually handed her the
13 check, they were all there together, so--

14 MR. MURRELL: Well, again, Your Honor--

15 JUDGE BURGDORF: I think she answered the
16 question is what I'm saying.

17 MR. MURRELL: That's not what she said, and
18 I'll submit to the Court that that's merely
19 attempting to gloss over what I would submit
20 would be perjury. No further questions.

21 **EXAMINATION**

22 **BY MR. YOUNG:**

23 Q Okay. Ms. Toney, did you intend to mislead the
24 Court or anyone when you said that you got a
25 check from the broker?

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- 1 A No, I didn't. We were all in the same room,
2 Mr. May, Mr. Green and myself, and right after
3 the loan closing, Mr. May came in with the
4 checks.
- 5 Q Have you ever denied that you had the money, that
6 you got the money?
- 7 A No, I got the money.
- 8 Q And have you ever denied that you signed the
9 mortgage?
- 10 A No, I signed the mortgage.
- 11 Q And you mortgaged your house in order to get them
12 to pay off Bank of America and to get the
13 \$11,000?
- 14 A Yes, I did.
- 15 Q And you signed the mortgage?
- 16 A I signed the mortgage.
- 17 Q Now, something that bothers me a lot -- are you
18 still denying that you signed the note, didn't
19 sign the note?
- 20 A I didn't sign the note. I did not.
- 21 Q You're positive about that?
- 22 A I'm positive, I did not sign that note, and I did
23 not sign an application with \$6,000 on it. I
24 don't know where that application came from. I
25 don't know where it came from, but it was not

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1 executed by me.

2 Q Do you want the Court to know anything else?

3 A No, that's it.

4 MR. YOUNG: Okay. Your Honor, that's the
5 entirety of our case.

6 MR. MURRELL: Your Honor, I do have a motion
7 for sanctions. I'd like to hand up an affidavit
8 of attorney's fees, I think that's the original.
9 And I'd certainly have the Court take into
10 consideration not only the pattern of bad faith
11 and dilatory tactics and other judicial
12 proceedings which directly relate to this one,
13 but the dilatory tactics and frivolous motions
14 filed in this case. And again, I think this,
15 appearing today -- I'm speaking right now, ma'am
16 -- this is a perfect example of it in that the
17 argument she's presented today is wholly
18 different from the argument she had in her
19 written motion, which is not conforming with Rule
20 7, but more importantly, just goes to show that
21 she changes her argument to fit whatever she
22 thinks she can have success with, and it's not
23 based upon the facts to put it in the best way
24 possible.

25 MR. YOUNG: If it please the Court, what Ms.

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1 Toney wants me to ask you is whether or not you
2 can continue this until she can get a handwriting
3 expert to, in an effort, I think, to demonstrate
4 to the Court that she did not sign the note and
5 other documents that are contained in the loan
6 closing package, to wit one of them being the
7 loan application that shows \$6,000 income. I
8 think she denied, if you remember, there's two
9 signatures on that. She said one, the first one
10 looked like hers, and then she denied that.

11 She's denied signing the note, and she's denied
12 her initials on several documents and other
13 signatures. And what she's asking now is that
14 this matter be continued until such time as she
15 can retain the services of a handwriting expert
16 to demonstrate to the Court that those initials
17 and those signatures are, in fact, not hers.

18 MR. MURRELL: Your Honor, back in May of
19 2006, we served her with a Complaint that she
20 admits getting saying you signed this note.
21 She's been fully on notice of what we're
22 alleging. We've conformed with the rules in
23 every way possible. Again, what she's arguing
24 today and what she's asking for regarding a
25 continuance, are not even contained in her motion

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1 today. And it's repugnant to the integrity of
2 the Court to give dignity to this type of
3 argument.

4 DEPONENT: Your Honor--

5 JUDGE BURGDORF: Ms. Toney, you have an
6 attorney present. He has to ask me the
7 questions.

8 DEPONENT: Yes, sir. I'm so sorry.

9 MR. YOUNG: What do you want me to ask him?

10 DEPONENT: I did not see these documents

11 until recently, you know. I never did get a
12 packet; my packet did not have signatures on it.

13 MR. YOUNG: I sent you a complete copy of
14 everything. 228

15 DEPONENT: And when you gave me, that's when
16 I realized that there were forgeries, when I
17 received your packet from Mr. May. It's not as
18 if I had this information since the time the
19 foreclosure was filed. I just recognized the
20 forgeries when I received the packet from you.

21 MR. MURRELL: Your Honor, this is a Rule 60
22 motion, and again, what they're arguing is not
23 what's in their written motion. But is this
24 newly discovered evidence when I serve her with a
25 Complaint that says we allege you signed this

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1 note? How can you not say that was easily
2 discoverable by her. She knows whether or not
3 she signed a note. She admitted the debt in
4 bankruptcy. And you know, again, this is, you
5 know, she's trying this argument on for size
6 since nothing else has seemed to gain any
7 traction to her. And Your Honor, I'd ask the
8 Court to make it a level playing field, and you
9 know, although she's certainly entitled to her
10 day in Court, she's entitled to file a motion, as
11 long as it's not frivolous, and entitled to an
12 appeal, but she's not entitled to act with
13 impunity when she's clearly in violation of both
14 Rule 11 and with regards to testifying
15 truthfully. And I think the documents and the
16 testimony clearly show that, as well as, of
17 course, a well established track record by
18 previous courts, both at the State Court level
19 and the US Bankruptcy Court level as well as the
20 South Carolina Court of Appeals, that this is not
21 a truthful defendant. She does not act in good
22 faith, she'll act dilatory, and she will act in
23 bad faith if given the opportunity and the
24 encouragement.

25 MR. YOUNG: I would ask you to give her a

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1 few more days before you rule to see, and let
2 her, it's at her expense, let her retain a
3 handwriting expert and see. And we'll submit the
4 results of that both to Mr. Murrell and to the
5 Court.

6 MR. MURRELL: Your Honor, we waived
7 deficiency in this case, and although I have
8 filed a motion for sanctions because of costs
9 which have been incurred, both with regards to
10 the previous motion, which was obviously
11 frivolous, and as to this one which is frivolous
12 on its face, but there comes a point in time in
13 which my client should not be subjected to what
14 is just plain harassment, much less myself. I
15 mean, you know, I try to--

16 JUDGE BURGDORF: Okay, my question, I guess,
17 Mr. Young, would be just what purpose would it
18 serve, if in fact, the handwriting expert does,
19 in fact, say that it was not the same signature?

20 MR. YOUNG: As an officer of the Court, I
21 would tell you that I cannot imagine in my
22 wildest imagination that Mr. May would have
23 allowed her to sign a mortgage if she had not
24 first signed the note, one follows the other.
25 But she says she didn't sign the note. I wasn't

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1 there, I don't know. She was. But if I'm a
2 closing attorney, you're not signing the mortgage
3 until you sign the note first, and we'll go
4 through that. But she says she didn't sign it.
5 There's only one way that I know to prove,
6 without any doubt, whether or not she signed it,
7 and that is to have an expert render an opinion.
8 And this is not going to be cheap for her,
9 because I can tell you that handwriting experts
10 that I've used lately, it costs you about \$1,500
11 to get the initial opinion, then they want to
12 charge you another \$1,000 or so to come and
13 testify. All we're asking for is an opinion. So
14 she's going to have to come up with \$1,500,
15 \$2,000 probably to get somebody even to consider
16 and to take the various documents as submissions,
17 and then compare them to the note.

18 JUDGE BURGDORF: Are you aware of the fact
19 that she has already hired a handwriting expert
20 in other matters before this Court? He's
21 testified in this court.

22 MR. YOUNG: Oh, he has?

23 JUDGE BURGDORF: Yes, sir.

24 MR. YOUNG: Well, I guess she could hire the
25 same one. That's the disadvantage I have coming

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1 into this case late. I don't know if that person
2 has even looked at this one. He may or may not,
3 I don't know.

4 JUDGE BURGDORF: I don't know whether he has
5 either.

6 DEPONENT: He hasn't.

7 MR. YOUNG: So I don't know what the
8 testimony would be, I have no idea. But I can
9 tell you this, and I'm just being as candid with
10 the Court as I can, as I said just a minute ago,

11 I can't imagine Mr. May having proceeded through
12 the closing and not having her sign the note
13 first. And so, but she says she didn't, so I
14 think that I've got to go with that.

15 MR. MURRELL: Your Honor, putting aside the
16 obvious findings of dilatory tactics and bad
17 faith, what would a handwriting expert do? It
18 would be an opinion by somebody, gee, I think
19 this is or is not, as opposed to eyewitness
20 testimony by both an officer of the Court and a
21 paralegal who, you know, do for a living loans.
22 You learn how to do it, you do it the right way,
23 and you do it the same way every single time.
24 They have testified under oath that she signed
25 these documents. And I don't see, if she got a

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1 handwriting expert that she paid enough money to
2 get the, or went through enough to get the
3 opinion she wanted, how that would possibly
4 overrule eyewitness testimony by reliable
5 witnesses.

6 JUDGE BURGDORF: How long would you ask for
7 a continuance? How much longer?

8 MR. YOUNG: I'd say 45 days, 30 days,
9 however long it takes her to get somebody. I
10 mean, if I were the Court, because, Mr. Murrell's
11 position, I understand it, he's tired of dealing
12 with this thing. You say 30 days? Give her
13 30 days to get you a report, and if she doesn't
14 have it then, that's too bad.

15 JUDGE BURGDORF: When you say a report, are
16 you talking about just a--

17 MR. MURRELL: Your Honor, am I required to
18 get a conflicting report? I mean, it is--

19 JUDGE BURGDORF: What I'm asking, if you're
20 going to have a handwriting expert, I think Mr.
21 Murrell has a right to cross-examine him and all
22 that.

23 MR. YOUNG: Certainly, if the handwriting
24 expert found it wasn't her handwriting, then I
25 would think he would have the right, but he may

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1 very well verify that it is, in fact, her
2 handwriting.

3 MR. MURRELL: How is this not a compulsory
4 counterclaim that should have been alleged one
5 year ago? I mean, my client's not only had to
6 pay me to continue to litigate this, but now
7 they're supposed to pay me to litigate this issue
8 as well as hire my own conflicting expert, as
9 well as my client can do nothing with the
10 property while these motions are pending. I

11 mean, Your Honor, that's -- you know, I
12 understand allowing pro ses, although she's not
13 pro se anymore, to have their day in court, but
14 there comes a point at which, you know, I don't
15 understand how the system is supposed to
16 function, and how an attorney is supposed to bear
17 under this burden. You know, I am a single
18 parent, I've got four kids by myself, and I do
19 the best I can. But, you know, I have a hard --
20 I don't think it's reasonable to do that, unless
21 you require Ms. Toney to post a bond. I mean,
22 like I said, I think it should be ended today,
23 but we're going to let her continue to run with
24 this line when there's such an obvious proof of
25 bad faith, and she just continue it with

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1 impunity.

2 JUDGE BURGDORF: I think your idea of
3 posting a bond would not be a bad idea.

4 MR. MURRELL: Like I said, my first option,
5 my preference is to have this dismissed because
6 of its obvious lack of any merit both in terms of
7 what you've heard today, and in that it bears no
8 relation to the motion she's filed.

9 JUDGE BURGDORF: Well, I mean, as I say, I
10 like to give everybody a chance to do what they
11 feel like they have to do. I hate to put anybody
12 through any hoops that they shouldn't have to go
13 through. But then on the other hand, to make
14 justice prevail and make sure that we've covered
15 all the bases, I want to be as fair to both sides
16 as I possibly can. And the way I see it is, I
17 think a handwriting expert, if she's adamant
18 about this, then so be it. But on the other
19 hand, on your side, I think you deserve to have
20 the protection of the bond that should it not be,
21 should a handwriting expert not, should she say
22 that it's not her, or it is her signature rather,
23 that there should be some sort of, basically,
24 protection for your side.

25 MR. MURRELL: Against my client who's a

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1 holder in due course. But I mean, I don't, Your
2 Honor, again, my client took this loan as a
3 holder in due course. She can allege all this
4 against the loan originator who is in business in
5 California. I would state, as an officer of the
6 court, I investigated on the internet, they're
7 still in business. She can allege all this
8 against them.

9 JUDGE BURGDORF: Her attorney has asked for
10 it, and here again, in order to allow him to get
11 into the case more, I would rather--

12 MR. MURRELL: I understand, Your Honor, but
13 none of this is in the written motion that they
14 filed, and I'm having to, to the best I can--

15 JUDGE BURGDORF: I understand completely.

16 MR. MURRELL: Under ambush--

17 JUDGE BURGDORF: I understand completely.

18 MR. MURRELL: So, I would object, for the
19 record, that I don't think the rules should be
20 discarded for Ms. Toney's benefit.

21 JUDGE BURGDORF: Well, the only thing we're
22 talking about here is one simple deal, and that's
23 to have a handwriting expert examine the note to
24 determine authenticity of the handwriting.
25 That's the narrow focus of this thing, and we've

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1 already gone through the rest of this testimony,
2 we've waited this long, gone through all this.
3 If she wants to spend this kind of money to do
4 that--

5 MR. MURRELL: But how is my client not going
6 to have to spend the corresponding amount?

7 JUDGE BURGDORF: Well, that's, you know, the
8 question is, as Mr. Young pointed out, if the
9 handwriting expert says it's her handwriting,
10 that ends it.

11 MR. MURRELL: I mean, the research I've done
12 on handwriting experts, they're not held in that
13 high of regard. It's not, I've tested the ink,
14 and it dates to such and such. It's, my opinion
15 is this is or isn't. And that's supposed to be
16 weighed against eyewitness testimony? I don't
17 think it's fair to have my client have to fight
18 in the dark.

19 JUDGE BURGDORF: I understand where you're
20 coming from. I understand completely where
21 you're coming from, a hundred percent. But I
22 still think if that's the one thing it's going to
23 take, then I think let's do it and not have
24 anymore left to do. Let's just get rid of it.

25 MR. MURRELL: Are they going to be permitted

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1 to raise any other issues?

2 JUDGE BURGDORF: No.

3 MR. MURRELL: Since additional issues have
4 been raised today--

5 JUDGE BURGDORF: Absolutely not.

6 MR. MURRELL: And the Court's going to note
7 my continuing objection to the arguments that
8 were raised today that were not in the written
9 motion?

10 JUDGE BURGDORF: Absolutely. We're talking
11 about one narrow thing, and that's the
12 handwriting expert. And if it turns out that
13 they say that it's her signature, I would agree
14 with Mr. Young, I can't imagine it not being,
15 because no closing attorney would ever have a
16 person sign a mortgage and not have them sign the
17 note. I looked at the note and the mortgage, and
18 it looks like the same signature to me, but I'm
19 not an expert. But anyway, that's, I'm going to
20 rule that way; I just want to ask you what you
21 would feel would protect your client.

22 MR. MURRELL: Well, I think a bond should be
23 posted in the appropriate amount of the value of
24 the property as well as the attorney's fees we've
25 incurred today. I mean, she's got all the money

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1 in the world to litigate while my client
2 continues to have to pay insurance on the
3 property, keep the property secure, and pay taxes
4 on it, foregoing a potential appeal. I mean, how
5 long is my client required to, how on earth are
6 we supposed to run a banking system in this
7 United States under these conditions.

8 JUDGE BURGDORF: I don't want to get into
9 the whole --

10 MR. MURRELL: Well Judge, I just, you know,
11 I understand Ms. Toney is zealous in her
12 advocacy, that, you know, I don't feel like it's
13 a level playing field. We've obeyed the rules,
14 we've stuck to the rules, I do long written
15 returns and research it--

16 JUDGE BURGDORF: I understand.

17 MR. MURRELL: And I'm, you know, arguments
18 are pulled out of a hat when I come into court.

19 JUDGE BURGDORF: I understand completely.
20 That's why I'm limiting it to just, just a
21 narrow, very, very, very narrow, one point and
22 one point only.

23 MR. YOUNG: Please the Court, on the amount
24 of the bond, Mr. Murrell's request for the value
25 of the property is too, since, they're not out,

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1 even at the end of thirty days, they've still got
2 the property. It's not like it's going to be
3 diminished in value, certainly a bond which would
4 pay the interest for the month would be probably
5 appropriate.

6 JUDGE BURGDORF: And attorney's fees.

7 MR. YOUNG: And the value of his attorney's
8 fees, I think that would be appropriate.

9 JUDGE BURGDORF: I do too.

10 MR. YOUNG: But to go beyond that would be
11 excessive.

12 JUDGE BURGDORF: I believe so too. So I
13 think bond would be an amount of, with attorney's
14 fees of about \$5,000, and the interest, we do
15 have, what is our interest fee, Mr. Murrell? You
16 would probably be able to find that quicker than
17 anybody else.

18 MR. MURRELL: Let's see. Looks like it was
19 10.6 percent off of a principal balance of
20 \$54,156.73, well, off of the judgment. Let me
21 see if we calculated what it was per day when we
22 did the sale way back when. Your Honor, how many
23 days is she going to be required before she posts
24 the bond? I'd like that to be the first hoop
25 she's got to jump through.

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1 JUDGE BURGDORF: Well, that's what I was
2 getting ready to say, that that needs to be done
3 basically immediately. When I say immediately,
4 within the next however many days you think--

5 MR. YOUNG: Seven to ten days.

6 JUDGE BURGDORF: Seven days would be, I
7 think, yeah, by next week, since Monday's a
8 holiday.

9 MR. YOUNG: You want me to make it next
10 Thursday?

11 JUDGE BURGDORF: Next Thursday, that'll be
12 fine.

13 MR. YOUNG: Okay, Thursday.

14 JUDGE BURGDORF: And if we don't have it by
15 Thursday, Mr. Murrell's motion for denial will be
16 granted.

17 MR. MURRELL: I also have a motion for
18 sanctions as well, Your Honor. Is that going to
19 be reserved?

20 JUDGE BURGDORF: We're going to reserve that
21 too, here again, by next Thursday, and if the
22 bond hasn't been posted, then your motion's
23 granted.

24 MR. YOUNG: So it's Thursday, the 4th.

25 MR. MURRELL: If I can just confirm that in

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1 writing; do you have an email, and I'll send you
2 an email copy of it?

3 MR. YOUNG: Sure.

4 MR. MURRELL: I mean, it's easy enough to
5 calculate off the amount of the decree.

6 MR. YOUNG: Okay, it's
7 KYoung@sumterattorney.com. You can tell all
8 these young lawyers email everything.

9 JUDGE BURGDORF: Anything else you want to
10 put on the record?

11 ~~MR. YOUNG: I think we've covered it all.~~

12 JUDGE BURGDORF: Okay.

13 MR. YOUNG: Thank you very much.

14 JUDGE BURGDORF: And by the way, assuming
15 that the bond is posted by next Thursday, we have
16 30 days, not from that date, but from today in
17 which to get some sort of report from--

18 MR. MURRELL: And Your Honor, what documents
19 are going to be examined? I mean again, this
20 is--

21 JUDGE BURGDORF: Just the note.

22 MR. MURRELL: Just the note, that's the only
23 document?

24 JUDGE BURGDORF: Oh, and the statement.

25 MR. MURRELL: The Attorney Preference?

Missy Graczyk, Court Reporter

128 Laurel Branch Way * Columbia, South Carolina 29212
(803) 528-0022 * MissyCR@bellsouth.net

1 seated?

2 JUDGE BURGDORF: Sure, please, please.

3 MR. YOUNG: I mean no disrespect to the
4 Court by not standing.

5 JUDGE BURGDORF: No, please, make yourself
6 comfortable.

7 (Marvin H. Dawson, Jr., being first duly
8 sworn, testified as follows:)

9 **EXAMINATION**

10 **BY MR. YOUNG:**

11 Q Mr. Dawson, good afternoon. You're under oath,
12 and you've been sworn. Please state your full
13 name for the record.

14 A Marvin H. Dawson, Jr., known also as Mickey
15 Dawson.

16 Q All right, sir. And Mr. Dawson, how old are you,
17 please?

18 A Tomorrow, I'll be 70.

19 Q Well, happy birthday tomorrow.

20 A Thank you.

21 Q Where do you live, please?

22 A Spartanburg, South Carolina.

23 Q And what do you do for a living?

24 A I'm a Forensic Document Examiner, commonly
25 sometimes called Handwriting Expert.

Missy Graczyk, Court Reporter

128 Laurel Branch Way * Columbia, South Carolina 29212
(803) 528-0022 * MissyCR@bellsouth.net

1 objection. He's going to testify in cross on it,
2 so, he's testified to it, so --

3 MR. YOUNG: Can I have these marked, please?

4 (Exhibit Nos. 1 and 2 were marked for
5 identification.)

6 **EXAMINATION**

7 **BY MR. YOUNG:**

8 Q Mr. Dawson, just to clear up a couple of things,
9 you don't go out and dig through public records
10 and everything to find signatures, you examine
11 what's provided to you; is that correct?

12 A That's normal procedure, yes, sir.

13 Q And you take documents that individuals say these
14 are other documents that I have signed, this is a
15 questioned signature, run the comparison for me;
16 isn't that right?

17 A Yes, sir.

18 Q And that's what you did in this case?

19 A Yes, sir.

20 Q Thank you.

21 MR. YOUNG: That's all the questions I would
22 have; if Mr. Murrell has anymore.

23 MR. MURRELL: Not of this witness. He can
24 be excused.

25 JUDGE BURGDOFF: I think that's the only

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128 Laurel Branch Way * Columbia, South Carolina 29212
(803) 528-0022 * MissyCR@bellsouth.net

1 Q So you got the money that's reflected on the HUD
2 Settlement Statement?

3 A Yes.

4 Q And there's no question that these loan proceeds
5 paid off the prior mortgage?

6 A No.

7 Q And it was your intent to sign a note to get the
8 loan; is that correct?

9 A Well, I thought all of the necessary documents
10 were there for me to sign.

11 Q Ma'am, it's a yes or no question. Did you intend
12 to sign the note to get the loan proceeds?

13 A I wanted to sign all of the necessary documents
14 for the loan.

15 Q So you got the full benefit of the loan proceeds?

16 A Yes.

17 Q And did you include this mortgage as a debt on
18 your bankruptcy schedule?

19 A Yes, I did, but I found out about the forgery
20 long after the bankruptcy.

21 Q Ma'am, I'm asking you if you included it as a
22 secured mortgage on your bankruptcy schedule?

23 A Yes, I did.

24 Q And did you affirmatively state on Schedule B,
25 Paragraph 21, that you did not have any defenses,

Missy Graczyk, Court Reporter

128 Laurel Branch Way * Columbia, South Carolina 29212
(803) 528-0022 * MissyCR@bellsouth.net

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF BISHOPVILLE

3 DEUTSCHE BANK NATIONAL,

4 Plaintiff,

5 vs.

CASE NO. 2007-CP-38-807

6 LAURA T. TONEY, ET AL.,

7 Defendants.

CERTIFIED COPY

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9

T R I A L

10

BEFORE THE HONORABLE JUDGE OLIN D. BURGDORF

11

12

DATE: Tuesday, February 8, 2011

13

14

TIME: 3:02 p.m.

15

16

LOCATION: Orangeburg County Courthouse
190 Gibson Street
Orangeburg, South Carolina

17

18

REPORTED BY: JANNI S. JARDINE
Court Reporter

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1 APPEARANCES OF COUNSEL:

2

3 ATTORNEYS FOR THE PLAINTIFF

4 DEUTSCHE BANK NATIONAL:

5

KORN LAW FIRM, P.A.

6

BY: H. GUYTON MURRELL, ESQUIRE

1300 Pickens Street

7

Columbia, South Carolina 29201

803-252-5817

8

LAURA T. TONEY, PRO SE

9

10 ALSO PRESENT:

11

NIKKI GLEATON, COURT REPORTER

12

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(INDEX AT REAR OF TRANSCRIPT)

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25

MR. MURRELL: Do want me to go ahead

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1 and voice my objections, or do you want to go ahead
2 and preface the case?

3 THE COURT: Well, this is Ms. Toney's
4 motion.

5 MR. MURRELL: Granted, but I have
6 some -- some objections to the motion being heard.

7 THE COURT: Okay. Go ahead.

8 MR. MURRELL: Okay. If it please the
9 Court, Guyton Murrell appearing on behalf of the
10 plaintiff. I have several objections to this
11 motion.

12 Number one, this motion was all -- as I
13 understand it, this is a motion, a supplemental
14 motion, on her Rule 60 motion, which previously
15 had, I think, about four hearings on it. And there
16 was a motion before that. And I would remind Your
17 Honor that in a related foreclosure action,
18 Ms. Toney was previously found under -- found to be
19 a bad faith litigant. And that finding was also
20 echoed by the bankruptcy court with her, I believe,
21 six or seven bankruptcies at the time that this
22 matter was heard. And she subsequently had another
23 bankruptcy which I wanted to show the court has
24 been dismissed. Here's a copy of the PACR
25 statement as well as a copy of the order of

1 dismissal.

2 Do you have any objections to that
3 coming into evidence, Ms. Toney?

4 MS. TONEY: I don't see the necessity
5 or the relevancy of it, but if it's -- I don't -- I
6 don't see why that has anything to do with this
7 case.

8 MR. MURRELL: Okay.

9 MS. TONEY: But then again, you always
10 use the bankruptcy to discredit me, so --

11 MR. MURRELL: Your Honor, if I could
12 respond to her relevancy --

13 MS. TONEY: You're still singing the
14 bankruptcy song, so go ahead.

15 MR. MURRELL: Are you ready for me to
16 respond now, ma'am?

17 MS. TONEY: Okay.

18 MR. MURRELL: Number one, there's a
19 general principal that if an automatic stay
20 potentially is in effect, the court needs to be
21 assured that that's not in place.

22 Number two, when this matter was
23 previously scheduled for a hearing on February the
24 11th of 2009, at the insistence of Ms. Toney, and
25 at which point she sent out a defective notice

1 so I sent out a corrective notice showing -- giving
2 notice to Betsy Polk with Scott Law Firm for a
3 junior lien interest, which I note Ms. Toney has
4 not provided her interest of today. But after
5 conferring with her attorney in the bankruptcy
6 matter, Shawn French, as well as Joey Goodwin, the
7 Chapter 13 trustee, I wanted to confirm with both
8 of those individuals that I was appearing at the
9 hearing scheduled for February 11th, 2009, solely
10 to protect my client's interest. Was not my

11 hearing, and I did not want to be accused of
12 violating the automatic stay, which, of course, is
13 exactly what I was accused of when I walked into
14 the court that day.

15 This -- also, I believe the record was
16 previously shown that I was previously accused of
17 violating the bankruptcy stay in a Lee County case
18 which Judge Newman found to be a false allegation
19 and without any merit, so I wanted to submit that
20 into evidence --

21 MS. TONEY: Okay.

22 MR. MURRELL: -- showing that there is
23 not a bankruptcy stay in effect and that her most
24 recent bankruptcy case of which I am aware of was
25 dismissed by order filed April 21st of 2009. And

1 that is in the public record, so I would also move
2 the Court to take additional notice of that.

3 MS. TONEY: I would like to object to
4 that, Your Honor, because, as he knows, this case
5 is now with the South Carolina Court of Appeals.
6 Any decision that was made with Judge Newman is now
7 with the Court of Appeals, so I don't see the
8 relevancy of having that submitted here.

9 MR. MURRELL: Your Honor, she didn't
10 appeal Judge Newman's order, so that's the law of
11 the land, as well as the bankruptcy court cases.

12 THE COURT: Okay.

13 MR. MURRELL: Okay.

14 THE COURT: Okay. I don't know the
15 value as to say that it's not in bankruptcy at this
16 point.

17 MR. MURRELL: And that is also relevant
18 to another one of my arguments, Your Honor. Not
19 only was this specific motion previously scheduled
20 on February the 11th of 2009, at which point her
21 bankruptcy attorney contacted the court by
22 telephone, but Ms. Toney did not appear. And the
23 court, at that hearing, ruled that they were going
24 to treat her motion as abandoned since she did
25 not -- did not appear.

1 I also wanted to note to the Court that
2 her bankruptcy -- most recent bankruptcy was
3 dismissed on April 21st of 2009, and we're in court
4 today. Obviously that leads to a laches and waiver
5 argument as well, to have waited such an extremely
6 long time before ever bringing anything new up on
7 the case. Again, the notice of hearing is
8 defective as to the junior lienholder.

9 In getting to the procedure of this
10 particular motion, there have been no affidavits
11 submitted or any other evidence, so if the Court
12 did deem that the motion was not abandoned, then I
13 think she would be limited to, really, the record
14 that is already in the case.

15 But I did want to very briefly note the
16 very tortured history of this case, Your Honor.
17 There was a default foreclosure for which she
18 received notice. There was initially a hearing
19 that was attended by one or two gentlemen, and that
20 was deemed as dismissed and withdrawn when we
21 presented the court with proof that she had
22 received notice of the hearing.

23 She then filed a motion claiming that
24 the account -- that the closing had not been done
25 by a licensed attorney in South Carolina. I

1 submitted affidavits on behalf of Michael May, as
2 well as his closing assistant, showing that it had
3 been closed. She then claimed that Mr. -- Attorney
4 May had not done the disbursements for the account,
5 that that had been done by the mortgage broker,
6 which would have been in violation of South
7 Carolina law. Submitted affidavits on that -- on
8 that as well -- as well as subpoenaed them to
9 appear, and they appeared on -- on that issue and
10 gave convincing evidence, including cancelled
11 checks from their -- from their trust account
12 statement.

13 She then claimed that she did not sign
14 the note, and the Court set forth a very specific
15 order that in order to have another hearing or to
16 take any further evidence on the case, Ms. Toney
17 was required to compensate my client a set amount
18 for the fees and costs that had been incurred and
19 that were intended -- that were envisioned to be
20 incurred with defending the next hearing, or it
21 would be deemed a -- and it would be enforceable as
22 a sanction of the court.

23 That was never done, and, certainly,
24 this being a Court of Equity, I think Ms. Toney --
25 and, again, that order is not under appeal either.

1 And, you know, she comes into a Court of Equity
2 with an extremely long history of bad faith
3 litigation and inequitable conduct, dilatory
4 conduct, and, quite frankly, untruthful conduct to
5 this court and to several courts.

6 It would be my argument that she needs
7 to show compliance with the previous orders of the
8 court before she can try to avail herself of the
9 equitable powers of the court, especially where she
10 set up the hearing, accused me of violating the
11 stay, didn't appear at the hearing, didn't comply
12 with the previous court orders, went through, by my
13 count, I think an eighth bankruptcy, that got
14 dismissed. And then almost a full calendar year
15 after it being dismissed, she's now decided she
16 wants to have another hearing.

17 Your Honor, you know, I think it --
18 it's not only unfair to my client to continue to
19 generate fees and costs defending this action but
20 it also denigrates the dignity of the court to have
21 to continue to have to entertain these frivolous
22 motions. That's my initial objection.

23 THE COURT: Okay.

24 MS. TONEY: Okay. Your Honor, I'm here
25 for the order that was signed by you December 254

1 2008, and I want to submit this as Exhibit 1.

2 MR. MURRELL: Your Honor, I don't think
3 it has to be submitted as an exhibit if it's part
4 of the court record, but I'd be more than happy to
5 review it if she's going to argue about it.

6 Again, Your Honor, this was, I believe,
7 the last order entered by the court, but it
8 certainly was not the first order entered by the
9 court.

10 MS. TONEY: And in this order, Your
11 Honor, you ordered me to pay the Korn Law Firm \$566
12 a month, in which \$66 of that was interest on a
13 mortgage that had already been sold to a third
14 party. Mr. Murrell talks about being dishonest --

15 MR. MURRELL: I'm going to object.
16 That's -- that's not evidence -- that's not a fact
17 that's in evidence, Your Honor.

18 MS. TONEY: Mr. Murrell talks about
19 being dishonest. When he was in here defending his
20 client, he never did inform the court that the
21 house had already been sold months ago. This is my
22 motion for a reconsideration. I would like to
23 submit this to the Court as Exhibit 2.

24 MR. MURRELL: Your Honor, again, she's
25 arguing things that aren't in the court record and

1 have not been submitted by way of affidavit.

2 MS. TONEY: And also, Your Honor, I
3 would like to -- this motion disappeared out of the
4 records in the clerk -- I'm not accusing you of
5 taking it out of the files, Mr. Murrell, but this
6 motion disappeared out of the clerk of court's
7 office. I was looking through the file, and, all
8 of a sudden, it was not there, so I had to write
9 the clerk of court to let them know that this
10 motion was just suddenly -- magically disappeared,
11 and --

12 MR. MURRELL: Your Honor, can I
13 interrupt for a second? Did she communicate with
14 the clerk of court regarding the court record and
15 didn't copy me as an attorney of record? Is that
16 what I'm understanding?

17 MS. TONEY: What now?

18 MR. MURRELL: Did you contact the clerk
19 of court regarding a matter of the -- of the
20 pleadings in the court record and didn't copy me as
21 an attorney of record?

22 MS. TONEY: Oh, yes I did. I sent you
23 a copy of the letter that I sent the clerk of
24 court. This motion --

25 MR. MURRELL: Where -- where's that 256

1 letter, ma'am?

2 MS. TONEY: Right here.

3 MR. MURRELL: I don't recall getting
4 that.

5 MS. TONEY: Right here. This
6 is -- and I'm going to admit that as Exhibit Number
7 5.

8 MR. MURRELL: I don't believe I ever
9 got this, Your Honor.

10 ~~MS. TONEY: Well, it was sent to you.~~

11 It was cc'd to you.

12 This motion, like I said -- my motion
13 for reconsideration disappeared out of the clerk's
14 record. I guess that's how they were able to get a
15 clear title to sell the house.

16 MR. MURRELL: Your Honor, I'm going to
17 object to that statement and ask the Court strike
18 it. That's not a proper argument. To make
19 disparaging remarks and accuse me of stealing
20 things from the court record.

21 MS. TONEY: I didn't -- I said --

22 MR. MURRELL: She just said that's how
23 they were able to clear title to sell the house.
24 That's clear acquisition and clearly improper on
25 the record. I would ask you to rule on that

1 objection.

2 MS. TONEY: I didn't interrupt you,
3 Mr. Murrell, when you were throwing all these --
4 look, please don't interrupt me. Let me finish
5 saying what I have to say. I gave you the courtesy
6 of listening to you. Please give me the same
7 courtesy.

8 MR. MURRELL: No, ma'am, you didn't,
9 but I have to make timely objections when you make
10 ~~such remarks on the record.~~

11 Again, Your Honor, I would ask you to
12 strike that from the record.

13 MS. TONEY: This is -- this is a
14 letter -- this letter was sent to the clerk of
15 court, and I asked them to put this back into the
16 record because it disappeared. This is my motion
17 for reconsideration, Exhibit Number 2, I would like
18 to submit. Who do I give this to?

19 MR. MURRELL: I mean, Your Honor, I
20 don't have any objection to anything that's in the
21 court record. I certainly would strongly deny any
22 accusations she's tossing my way about inequitable
23 conduct or dishonest conduct, and I think the
24 record in this and the previous cases speak for
25 themselves. But, again, I've set forth specific

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1 objections, and I think she needs to respond
2 specifically to those objections before we get into
3 the merits of the case -- or the merits of the
4 motion, if it's even properly before the court.

5 THE COURT: Well, that's all the -- the
6 matter that revolves before me today is the motion
7 for reconsideration of this order.

8 MS. TONEY: Right.

9 THE COURT: That's my understanding.

10 MS. TONEY: This is my --

11 MR. MURRELL: Right. But part of my
12 objection was that this Court -- she insisted on
13 setting up a hearing, and the Court ruled at the
14 hearing she did not attend that it was going to be
15 deemed as abandoned.

16 MS. TONEY: And you were saying --

17 MR. MURRELL: And I don't think the
18 court has ruled in that issue.

19 MS. TONEY: You said something about a
20 junior lienholder. I got no knowledge or --
21 receive any knowledge of that, Mr. Murrell. This
22 is all new to me about a junior lienholder. And I
23 don't recall you ever showing up at a bankruptcy
24 hearing. I don't ever -- I don't even know what
25 the last

1 one -- not the last one --

2 MR. MURRELL: Your Honor, I don't think
3 she is making a lot of sense. I think the court
4 record speaks for who is a party, and as I said,
5 the junior lienholder came into -- into play
6 because I previously corrected the defective notice
7 that she sent out.

8 MS. TONEY: Judge Burgdorf, I'll just
9 sit down until --

10 MR. MURRELL: That's why I didn't send
11 out a corrected one of this one.

12 MS. TONEY: -- you give me permission
13 to speak because --

14 THE COURT: Okay. Go ahead, Ms. Toney.

15 MS. TONEY: I don't want to be
16 continued to be interrupted by Mr. Murrell.

17 THE COURT: Go ahead, Ms. Toney. Go
18 ahead, Ms. Toney.

19 MS. TONEY: Okay.

20 MR. MURRELL: Your Honor, if I could
21 just reserve all my objections.

22 THE COURT: Just reserve objections.

23 MS. TONEY: Okay. This is Exhibit 2.

24 This is the motion for reconsideration that was --

25 disappeared out of the clerk of court's record 2600

1 I give this to you? And I would like to submit
2 this into evidence.

3 This is Mr. Murrell's return to the
4 defendant's motion for reconsideration as Exhibit
5 3.

6 THE COURT: And I believe these are
7 already in the -- in the case.

8 MS. TONEY: Yes, sir. And this is the
9 special warranty deed where the house was sold
10 August 26th, 2008. Mr. Murrell came into court
11 months after that and pretended that the house was
12 not even sold. This is Exhibit Number 4.

13 And, Your Honor, this is Exhibit Number
14 5. This is a letter that I inform Ms. Clark that
15 the order of reconsideration disappeared from the
16 file, and I requested that the order of
17 reconsideration is placed back in the file. This
18 is a letter. It was cc'd to the Korn Law Firm.
19 This was written February 1st, 2010 -- as Exhibit
20 Number 5.

21 And, Your Honor, my last exhibit is
22 Exhibit Number 6. This is a copy of the transcript
23 in which Mr. Murrell stood in your court and made
24 untrue statements. First of all, he misled the
25 court indicating the property was not sold. On 261

1 Page 121 of the transcript, he said, As well as my
2 client can do nothing with the property while these
3 motions are pending. Also, on Pages 125, Line 25,
4 Page 126, Lines 1 through 4, he stated, I mean,
5 she's got all the money in the world to litigate
6 while my client continues to pay insurance on the
7 property, keep property secure, and pay taxes.
8 He's talking about a house that was sold months
9 ago.

10 ~~And you can't tell me that, Mr. Murrell~~

11 -- I'm sorry, Your Honor.

12 You knew this house was already sold,
13 so you made false--

14 MR. MURRELL: Your Honor, although I
15 reserve my objections, I'm going to observe her
16 speaking directly to me.

17 MS. TONEY: Okay. Okay.

18 MR. MURRELL: She can make her
19 arguments to the Court.

20 MS. TONEY: Okay. And also, Your
21 Honor, on Page 121 of the transcript, he said --
22 these were his words -- The plaintiff also
23 misrepresented material fact in the compensation of
24 attorney fees. On Page 121, Lines 5 through 6 in
25 the transcript, n August 27, 2008, hearing verified

1 the plaintiff had already received compensation for
2 its service. He said -- Mr. Murrell, he said, I
3 mean, my clients not only have to pay me to
4 litigate this -- you know, he's saying now that his
5 client had already paid him. And one of my major
6 concerns is he wanted compensation. He wanted me
7 to pay him interest on a loan that had already been
8 sold to a third party months ago. The Korn Law
9 Firm, \$66.66 a month of interest on a -- like I --
10 on a mortgage that he knew that was already sold.

11 He came in here and misrepresented a
12 material fact knowing that the property was already
13 sold to a third person and then ordered me -- "you
14 ordered me, Your Honor, but he knew that the house
15 was already sold, and he wrote an order wanting me
16 to pay the Korn Law Firm \$66.66 a month of interest
17 on a loan that was already sold to a third party,
18 plus the \$500 he said he wanted to be compensated.

19 But he made a statement on Page 121,
20 Lines 5 and 6, stating that he had already been
21 paid -- compensated by his clients. So, to me, he
22 was trying to get paid twice. And, Your Honor,
23 this is Exhibit Number 6, excerpts from the
24 transcripts when he made the statements.

25 MR. MURRELL: Your Honor, I'm going 263

1 object to any excerpts. The whole transcript needs
2 to come in, not any selective passages she's
3 decided she prefers over others.

4 MS. TONEY: And, Your Honor, I
5 understand about the bankruptcies and all of that,
6 and I knew he was going to come in here with the
7 same method of trying to discredit me about my
8 bankruptcies and all of that, but the truth will
9 come out, that he came in here, he misrepresented a
10 material fact, knowing that the property was sold
11 months ago. Months ago, that property was sold to
12 a third person. And he wrote an order for me to
13 pay him \$500 a month and, Your Honor, \$66.66 on
14 interest of a mortgage that was no longer in force.
15 And I'm asking you, Your Honor, to vacate it and
16 reverse it, and I'm also asking for punitive
17 damages.

18 THE COURT: Anything further?

19 MS. TONEY: Sir?

20 THE COURT: Anything further,
21 Ms. Toney?

22 MS. TONEY: No, sir.

23 THE COURT: Anything, Mr. Murrell?

24 MR. MURRELL: Well, Your Honor, I

25 don't -- I don't understand where punitive damages

1 would come from. I'm unaware of any statute that
2 she cited.

3 However, the -- you can sit down now.
4 It's my turn to talk.

5 MS. TONEY: I'll let -- I'll let the
6 judge tell me to sit down. That's -- that's his
7 call, not yours, unless you want to take his job,
8 too.

9 THE COURT: It's his turn, Ms. Toney.

10 MS. TONEY: Yes -- yes, sir.

11 THE COURT: Go ahead.

12 MR. MURRELL: Okay. Your Honor, I'm
13 not going to speak to the Court's motivation in
14 issuing an order, but it was pretty clear from the,
15 at best, untrue -- unconsciously untrue, statements
16 that were easily disproved -- by Ms. Toney that --
17 that necessitated hearing after hearing after
18 hearing.

19 You know, it's pretty easily determined
20 whether or not an attorney disbursed funds from its
21 trust account. She claimed he didn't. He did.
22 You know, we -- affidavits weren't good enough. We
23 had to drag everybody in here for a day and dig out
24 copies of cancelled trust fund checks.

25 At one of the hearings -- I think it 265

1 was maybe the second or third -- I had a gentleman
2 who was interested in this particular piece of
3 property, and I consulted a -- this isn't part of
4 the record, but as an officer of the court, I'll --
5 I'll certainly explain what happened.

6 I tried my best to try to work out a
7 sale on that property because he was very
8 interested, and I could not get a title company to
9 issue a title policy, despite the fact that the
10 foreclosure order wasn't under appeal and despite
11 the fact that there wasn't a lis pendens issued.
12 So I told him, I'm sorry, you know. I assume you
13 want title insurance, and I don't think anybody
14 will close it without title insurance being issued.

15 However, it subsequently came to
16 light -- and it was news to me -- that a closing
17 did take place with some other individual. I don't
18 think the person that was on that deed was the one
19 that had contacted me. And it was done by, I
20 think, a Ms. Rhett, who is an attorney in Atlanta.
21 I did check, and she was registered and licensed in
22 South Carolina, so there didn't appear to be any
23 problem with that sale. And I believe it was done
24 on the 28th, with our hearing on the 27th. So, I
25 mean, I wasn't contacted directly, and it wasn't 265

1 even a public record, if I had checked at the time.

2 But, nonetheless, it's pretty clear my
3 client incurred legal fees and costs for which I
4 sought reimbursement from the Court. Now, you
5 know, she may have a problem with me and my client
6 and our billing between us, but, you know, that's
7 not her affair. That's my client's affair. And
8 the Court decided whether or not she merited being
9 sanctioned for what was clearly untrue statements
10 made to the Court motivated by a desire to delay
11 and frustrate the action has been done in the
12 previous case. Some of that's on appeal. A lot of
13 those orders are not on appeal. The bankruptcy
14 orders are certainly not on appeal. And she was
15 found to be a bad faith litigant in those and
16 actually barred from filing in bankruptcy court for
17 a period of time.

18 MS. TONEY: I object, Your Honor.

19 There is a bankruptcy Chapter 7 --

20 MR. MURRELL: Your Honor, I would like
21 to finish --

22 MS. TONEY: -- on appeal.

23 MR. MURRELL: -- my argument, if I
24 could.

25 MS. TONEY: It is -- but don't -- don't

1 make false statements, because they're transcribing
2 this stuff.

3 MR. MURRELL: Your Honor --

4 MS. TONEY: It is on appeal.

5 MR. MURRELL: I mean, the Court's
6 pretty well aware of the actions of this litigant
7 and how egregious they've been. And, you know,
8 there have been personal attacks on me and, you
9 know, that's the cost for doing business at time.
10 I did divorce, so it's made my skin a little thick,
11 I suppose. But, nonetheless, there comes a point
12 at which it cease being injurious to the -- to the
13 attorney and becomes a bit of a farce in the courts
14 to continue to let someone proceed in this matter.
15 I mean, I -- you know, we came down
16 here for a hearing that she did not attend, and the
17 Court ruled that it was going to be deemed
18 abandoned. The order prior to that said, If you
19 don't post this bond, you can't go forward. We did
20 go forward. We -- we've relaxed or ignored every
21 rule for the benefit of Ms. Toney, and, you know,
22 every allegation she's made has -- has not --
23 there's no merit to her opposition of this
24 foreclosure.

25 It was a default foreclosure. She got

1 notice of it, and she didn't appear. Everything
2 she's kicked up since then has -- has had no merit
3 to it. And I'm not going to attack her the same
4 way she's attacked me, but, Your Honor, there just
5 is no merit to this case. It's frivolous. The
6 court previously issued an order to discourage
7 that, and my argument would be that the Court
8 should enforce that order. She should show she's
9 in compliance with the previous orders, and, you
10 know, the Court should -- should not make myself
11 and my client continue to defend these -- these
12 motions which are without any merit whatsoever.
13 Those are my initial objections to this case."

14 MS. TONEY: May I speak? May I -- Your
15 Honor, I have a concern about the missing file with
16 the clerk of court. I have a problem with
17 Mr. Murrell coming in misrepresenting a material
18 fact knowing the house was sold months ago, didn't
19 let the courts know. You are -- you are
20 responsible for whatever your client does, because
21 you are representing that particular client.

22 Also, I have a problem with paying the
23 Korn Law Firm interest on a mortgage loan -- on a
24 mortgage that was sold months ago, before the
25 hearing, 600 -- I mean, \$566 --

1 MR. MURRELL: Your Honor, all she is
2 doing is repeating herself. And I would object to
3 this being repetitious..

4 MS. TONEY: You've -- you've -- that's
5 what you've done all the time, too, Mr. Murrell.
6 You repeat yourself all the time.

7 \$66.66 in interest to the Korn Law Firm
8 on a mortgage that was already sold to a third
9 party.

10 MR. MURRELL: I'm forced to repeat
11 myself when I have frivolous motion after frivolous
12 motion after frivolous motion.

13 THE COURT: Okay. Where is it -- where
14 is it in the order that that's --

15 MS. TONEY: It's -- I think it's on the
16 last page, Your Honor. And, also, Your Honor,
17 the -- the transcript -- if I have to copy the
18 transcript and just submit the whole transcript to
19 the Court, I'll be willing to do that, because I do
20 have it in possession -- in my possession. But the
21 statements that were made by Mr. Murrell clearly
22 state that he had already been compensated by his
23 clients.

24 MR. MURRELL: Your Honor, why has there
25 not been any addressing of why she did not appear

1 at the hearing that she scheduled back a year ago,
2 February the 11th, is -- about two or three days
3 short of a year? I don't think I've received a
4 response to that. Her -- I mean, her -- her
5 attorney called and accused me of violating the
6 automatic stay, but we still haven't had an answer
7 why she didn't appear at the hearing she scheduled.

8 MR. TONEY: Well, still I haven't -- I
9 haven't heard you address the fact that you tried
10 to get me to pay you interest on a mortgage loan
11 that was already sold to a third party.

12 MR. MURRELL: Do you want me to address
13 that, Your Honor?

14 THE COURT: Please.

15 MR. MURRELL: That was not interest on
16 a mortgage loan.

17 MR. TONEY: Yes, it was. The \$66.

18 MR. MURRELL: That order -- ma'am.

19 I mean, Your Honor, it's hard to talk
20 over her.

21 THE COURT: Yeah. Just let him finish,
22 Ms. Toney.

23 Go ahead.

24 MR. MURRELL: Your Honor, my -- my
25 client had continuously been subjected to fees and

1 costs defending frivolous motions. I estimated
2 costs and projected costs and submitted that to the
3 court, and the court signed off on it. I didn't
4 ask for --

5 You know, the closing was not done
6 through me. It was not done with my knowledge.
7 And I still think it's entirely reasonable, not
8 only as actual fees and costs, but certainly by way
9 of sanctions. I mean, you have somebody that
10 accused an attorney of doing an improper closing,
11 and was categorically shown to be an untrue
12 statement after everyone's inconvenienced and
13 dragged in here and called liars.

14 And then we have another motion here.
15 That's shown to be -- every motion hearing was
16 something new. We never dealt with -- with what
17 her motion was about because I would respond to
18 that, do a written response, do supporting
19 affidavits. Then she'd find something else she
20 wanted to do, and that's all we've done is -- is
21 motion after motion after motion after motion with
22 absolutely no merit to it whatsoever.

23 And, again, you have a clear path
24 behind this litigant, you know, of other courts
25 stepping up and defending the integrity of their

1 courts saying, Yes, she's a bad faith litigant, and
2 we're not going to stand for it. And,
3 unfortunately, I don't think that's going to stop.

4 MS. TONEY: All -- may I speak, Your
5 Honor?

6 All the bad faith is with you,
7 Mr. Murrell, and it will -- it will manifest itself
8 in the future.

9 You still haven't -- even after --
10 after you found out that the house was sold, you
11 said you had no knowledge of the house being sold,
12 but you was -- you were later notified. You still
13 didn't try to do anything to -- to vacate this
14 order or --

15 MR. MURRELL: Ma'am, I haven't had you
16 brought into court for -- for contempt of court for
17 violating a court order, but I certainly think
18 that's within the court's jurisdiction to do on
19 their own. But --

20 MS. TONEY: As a matter of fact, you
21 told Mr. French that you would be willing to do
22 away with this.

23 MR. MURRELL: Your Honor, we're
24 now getting into ex-parte statements by way of
25 settlement with another attorney. You know, she 272

1 fine with using an attorney when it's to her
2 benefit, but, you know, again, you sat there and
3 listened to me be accused of violating the
4 automatic stay. Oh, my client has assured me that
5 she did not schedule this hearing. I had to bring
6 in her notice of hearing after I had talked to her
7 attorney and the trustee to make sure I didn't
8 violate the automatic stay after I had already been
9 accused of violating the automatic stay previously.
10 She's the one that's -- that's abused and ignored
11 bankruptcy court, and they -- they sanctioned her
12 for it.

13 THE COURT: Well, these -- these issues
14 are not before me today. I don't think -- I think
15 these issues have certainly been litigated and gone
16 over many times. And today we're just hearing for
17 the consideration of my order that was issued.

18 And I find nothing has been presented
19 to me for -- first of all, I'm not sure that I even
20 have jurisdiction at this point because of the time
21 frame. Usually these things have to be brought
22 very soon after the order is issued. And so,
23 basically, what I'm getting is -- you know, I don't
24 find anything that is new, anything that's -- that
25 we haven't heard before. And, therefore, I would

1 have to deny in this order -- motion for
2 reconsideration.

3 MS. TONEY: May I speak, Your Honor?
4 I've tried repeatedly --

5 THE COURT: Ma'am, I've already spoken.
6 I've already issued my order.

7 MS. TONEY: Okay.

8 THE COURT: And that's all I can do
9 right now.

10 MS. TONEY: I've tried repeatedly to
11 have a hearing before you, but every hearing I -- I
12 called to try to schedule with you, it was
13 cancelled. I tried repeatedly to schedule a
14 hearing on this motion. I did. I even wrote you a
15 certified letter.

16 THE COURT: I have no idea about that.

17 MS. TONEY: Yes, sir, I did. So you're
18 saying he's entitled to \$66.66 in interest on a
19 mortgage that was sold to the Korn Law Firm.

20 THE COURT: All I am saying is that
21 your motion today --

22 MS. TONEY: Yes, sir.

23 THE COURT: -- has been denied based on
24 there hasn't been anything presented new to me that
25 would justify changing my old order.

1 MS. TONEY: Okay.

2 THE COURT: If it was something new
3 that I could change the order that I've done wrong
4 on, I would do it, but normally it's rare to -- to
5 overturn my order, especially in this length of
6 time. That's -- that's probably -- but the order
7 that I issued stands as-is, and, you know, I'm
8 assuming an appeal would certainly lie. I don't
9 know any reason why it wouldn't.

10 Mr. Murrell, would you -- an appeal --

11 MR. MURRELL: I've got a very bad head
12 cold, Your Honor. I'm sorry. One more time.

13 THE COURT: An appeal on what I'm
14 saying today, that's the next step.

15 MR. MURRELL: I don't want to issue her
16 any type of advisory opinion in filing an appeal.

17 THE COURT: I'm not -- I'm not -- I'm
18 not saying -- I'm just saying I would assume.

19 MS. TONEY: Yes, sir.

20 THE COURT: In other words, as far as I
21 am concerned, this is your decision.

22 MS. TONEY: Yes, sir, because -- yes,
23 sir, because I don't think it's -- it's fair or I
24 question the legality of paying a law firm interest
25 on a mortgage that was sold months before this

1 particular hearing. And he knew about the house
2 being sold, and I was ordered to pay the Korn Law
3 Firm interest on the mortgage, and I do have some
4 concern about that.

5 MR. MURRELL: Is this hearing
6 concluded, Your Honor?

7 THE COURT: Uh-huh.

8 (The hearing was concluded at
9 3:32 p.m.)

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1 seated?

2 JUDGE BURGDORF: Sure, please, please.

3 MR. YOUNG: I mean no disrespect to the
4 Court by not standing.

5 JUDGE BURGDORF: No, please, make yourself
6 comfortable.

7 (Marvin H. Dawson, Jr., being first duly
8 sworn, testified as follows:)

9 EXAMINATION

10 BY MR. YOUNG:

11 Q Mr. Dawson, good afternoon. You're under oath,
12 and you've been sworn. Please state your full
13 name for the record.

14 A Marvin H. Dawson, Jr., known also as Mickey
15 Dawson.

16 Q All right, sir. And Mr. Dawson, how old are you,
17 please?

18 A Tomorrow, I'll be 70.

19 Q Well, happy birthday tomorrow.

20 A Thank you.

21 Q Where do you live, please?

22 A Spartanburg, South Carolina.

23 Q And what do you do for a living?

24 A I'm a Forensic Document Examiner, commonly
25 sometimes called Handwriting Expert.

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(803) 528-0022 * MissyCR@bellsouth.net

1 Q And how long have you been engaged in document
2 examination?

3 A Maybe 36 years, 37 years.

4 Q Would you please -- does the Court need to know
5 his educational background?

6 JUDGE BURGDORF: No. We've already gone
7 through all that, I think there's no necessity.

8 MR. MURRELL: It's nothing beyond the
9 curriculum vitae, is it? Although, as I say, I
10 just got handed that.

11 MR. YOUNG: Then, I would offer him as an
12 expert in the field of Forensic Handwriting
13 Analysis.

14 MR. MURRELL: I'm going to object to the
15 extent that he can qualify as such when the
16 documents he's got aren't capable of being
17 verified under any scientific basis. You know,
18 not only the rules, but as you correctly noted in
19 the transcript, I mean, you can look at it and
20 tell if you think it's her signature same as he
21 can.

22 JUDGE BURGDORF: Well, we just qualified him
23 basically as an expert now. I think that's--

24 MR. MURRELL: Well, I mean, I'd object,
25 because I don't think the field is subject to

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1 verifiable -- on a scientific basis.

2 JUDGE BURGDORF: Well, I think that goes to
3 the weight of the evidence rather than the
4 admissibility of it, I think, so I'm going to
5 qualify him as an expert--

6 MR. MURRELL: Okay. I mean, as I said, to
7 the extent that I've just gotten this stuff
8 handed to me, I mean, I'd object.

9 JUDGE BURGDORF: Now, I got a copy of this
10 at least last week.

11 MR. MURRELL: I got a copy of his, of the
12 initial report. It didn't have any of his
13 curriculum vitae. And it was mailed to my
14 office; it was faxed to yours.

15 JUDGE BURGDORF: Oh, okay.

16 MR. MURRELL: So I obviously don't know
17 anything about his qualifications. Now the
18 report I didn't get at the same time you did,
19 because it was faxed to you, and it was mailed to
20 me.

21 JUDGE BURGDORF: Okay. There are two cases,
22 parallel cases, and I'm getting them confused.

23 MR. YOUNG: First of all, I apologize to Mr.
24 Murrell that it wasn't faxed to him, and I hope
25 the next document got faxed at the same time--

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1 MR. MURRELL: I haven't received the other
2 document, and I hope there aren't going to be
3 anymore.

4 MR. YOUNG: I thought they had one other
5 thing they were sending to you. They faxed it to
6 the Court and then faxed you.

7 JUDGE BURGDORF: There was one thing that
8 was faxed to me that didn't have copied to Mr.
9 Murrell. In fact, I was going to ask you about
10 that, dated September 3.

11 MR. MURRELL: I think that was the initial
12 handwriting analysis that he submitted, because
13 she was supposed to post the bond on the 4th. So
14 that one was mailed to my office.

15 JUDGE BURGDORF: Okay. But you just didn't
16 have it on here, that's why I was wondering.
17 Nonetheless, I will hold Mr. Murrell's objection,
18 and I'll qualify him as an expert.

19 BY MR. YOUNG:

20 Q Mr. Dawson, now that you've been qualified as an
21 expert, did you have an opportunity to look at a
22 note that bore the signature of Laura A. Toney?

23 A I did.

24 Q Do you have a copy of that with you?

25 A I should have, yes, sir. Yes, I have a copy of

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1 that, Page 3 of that document.

2 Q 3 of 3?

3 A Page 3 of 3, sir.

4 Q Did you examine that and compare that with other
5 signatures of Mrs. Toney to arrive at an opinion
6 as to whether or not that is, in fact, her
7 signature?

8 A I did.

9 Q And what was your conclusion?

10 A That based upon examination of a poor machine

11 copy, I stated there are indications that this
12 may not be her signature.

13 Q All right. And would you please explain to the
14 Court why you think this may not be her
15 signature?

16 A I brought a chart to better explain that.

17 Q Would you please show him that, and tell him why?

18 A I sure will. Would you hold this for me please?

19 Q And also, go into the control factors that you
20 used.

21 A Yes, sir. The protocol on this examination is
22 the same that we would use on any handwriting
23 case, using the ASTM standards. And that is, we
24 have referred to, referred to the questioned
25 signatures, examined them for any unnaturalness,

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1 flowing of the line, shading of the line, things
2 that would suggest genuineness. And then we
3 examined them to see if they have very blunt
4 initial strokes, a very heavy line, a drawn look,
5 which is generally representative of a
6 non-genuine signature. Then we took the specimen
7 signatures, and once again, verified those as
8 common authorship, and then compared the specimen
9 to the questioned, looking for any similarities
10 or differences, or unique writings, very subtle

11 agreements or disagreements, attempt to reach a
12 conclusion. The chart I have in front of me,
13 first thing, we look at the A, and you'll notice
14 under the questioned, the Q5 reference as a
15 questioned signature, you'll notice the A is down
16 below the line, very heavily drawn, and looks
17 like a pen stopped at the top, and maybe one on
18 the baseline. To the right is an A on the K1,
19 that specimen, and it's very nicely made, and you
20 do not have any stops, starts. The number 2 item
21 would be a terminal stroke of the R, appears to
22 have a slight direction change. If you will
23 notice, it comes down from the peak of the R, and
24 sort of stops, and then changes direction.
25 That's not a natural pen movement. To the right

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1 of that is a K14, and you'll see it goes up and
2 comes down at a nice level straight movement.

3 Q K1 would be a known sample?

4 A Yes, sir, known sample. On Item 3, we're looking
5 at the A again; this is a very roughly made A.
6 You have an initial stroke starting around, there
7 would appear to be a stop. That white
8 transparent spot probably is going to be from the
9 pen. That is not a lift or anything. It's just,
10 but you see where the line is not continuous

11 straight across. Bottom of the A, there is a
12 lift up in there. You have to look at it very
13 carefully, and up and down. The A of all the
14 specimen signatures is made nice, round, and with
15 no stops, starts or problems. The O, you'll
16 notice, is very blocked up on the questioned, the
17 Q50. It's very heavy all the way around. You
18 have pen stroke coming through, down through this
19 part of the O. Ink is built up on several sides,
20 almost as if there's some retracing or touching
21 up.

22 Q What O are you talking about in her signature?

23 A This is Q5A, it would be the O in Toney.

24 Q The top signature of that note?

25 A I'll have to reference this, sir. Yes, it would

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1 be. Yes, sir, that's correct. To the right of
2 that would be one of the known Os, and you see
3 it's nice, smooth, and it does have an opening
4 there. Looking at 5, the N in the Q5A signature
5 is blocked up and set up against the staff, the N
6 and the K14 is open and very firmly made. Item
7 6, you look at the E in Q5A, the E is traced
8 over, it would appear to be, left side 9:00
9 position. Pen skips, but right below that, you
10 can see where there's a stop in the construction

11 of the E. There is also more of a vertical
12 construction and wider. Her Es normally would
13 slant back to the left, and would be oblong, and
14 very nicely made. Number 7, in the Q5AY, you
15 have an eyelet, lefthand staff, and normally, she
16 does not put an eyelet in that staff. Continuing
17 on down on Number 8, the R--

18 Q A is the B section, which would be the signature
19 below?

20 A Yes, sir, that is correct, sir.

21 Q So this is the second signature that appears on
22 the note?

23 A Yes, sir, that is correct. Number 8, we see the
24 R is very heavy, built up, and it looks like a
25 retracing in there. The normal R is tinted, and

1 it's very nicely made, smoothly made pressure.
2 Number 9, the O in Q5B has the initial stroke
3 going into it and around. Generally, in Q14,
4 generally her O is open and without initial
5 stroke.

6 Q All right. That differs even from the O that's
7 directly above that signature, does it not?

8 A That is correct.

9 Q So the two Os there as exhibits differ from each
10 other; is that right?

11 A That is true, on the questioned and the note.
12 Number 10, the E is closed, and the questioned is
13 closed up, it's tinted, it's retraced. Normally,
14 her E is open and has a left-hand slant.

15 Q Now, that E differs from the one above that too,
16 doesn't it? Signature above it on the note?

17 A Yes, it does. Number 11, the bow of the Y is
18 tinted, it's a very shallow type bow as far as
19 the width goes. Normally her bow, the Y is open
20 and broad. So these are the differences. I
21 noted, these are the differences I noted in this
22 examination, and I had requested the original
23 document for this, Your Honor.

24 Q All right. Now, can you please tell the Court
25 why you did not choose to compare the L's in

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1 Laura?

2 A I didn't feel as though I needed to. I think the
3 lower case letters was of such a problem that I
4 needed to address the uppercase letters.

5 Q Does that apply likewise with the T?

6 A Yes, sir.

7 Q Did you form an opinion as to whether or not the
8 signatures on the note were authentic? In other
9 words, that of Mrs. Laura Toney?

10 A The signatures in question?

11 Q Yes, sir.

12 A I did not.

13 Q You did not?

14 A No. I said there are indications they may not be
15 true.

16 Q Indications?

17 A The reason I did not raise that level anymore is
18 the lack of quality in what I had to work with.

19 Q So the evidence is far from conclusive, I think,
20 is what you're saying?

21 A That is correct, sir.

22 Q Likewise, if they had shown similarities to her
23 other signatures, you would have reached the
24 conclusion that they were, in fact, Ms. Toney's
25 signature; is that right?

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1 A Let me get off the little document stuff here and
2 answer your question. I know you asked what time
3 it is, but Your Honor, we're dealing with machine
4 copies, and you have a decent amount of writing.
5 If there is a gross difference, we can do an
6 elimination depending on how much weight we give
7 to it. We cannot give an identification on a
8 machine copy. We may say that there's a reason
9 to believe that's a genuine signature, or we
10 might even say it's a genuine signature based on
11 what we have to work with. But there will always
12 be a qualification on that under remarks that's
13 qualified upon examination of the original
14 document. The reason is, the signature in
15 question could be a cut and paste through
16 Microsoft, it could be a carbon tracing, it could
17 be a genuine signature placed on that document.
18 So therefore, when you have a machine copy, you
19 do not give an identification, but you can work
20 very closely with elimination. That is addressed
21 under examination limitations, which is in the
22 report, sir. So that's the reason why. If I had
23 had the original, and I could see the, what
24 appears to be pen stops, pen lifts, etc., it
25 would reinforce that this is, indeed, a

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1 non-genuine signature. If I had the original,
2 and I saw that the problems here with the
3 signatures were created by some other means,
4 mechanical means, then they would be approached
5 differently.

6 Q Without the original documents then, you simply
7 can't tell to an exact science, anyway?

8 A Yes, sir.

9 Q Being that we don't have the original, and being
10 that the best we've got are these copies--

11 A Yes, sir.

12 Q --and you found so many discrepancies in the
13 signature itself, is it likely, in your opinion,
14 Ms. Toney signed this document?

15 A I would go back to my case report. There are
16 indications she did not.

17 Q She did not. Thank you. Please answer any
18 questions Mr. Murrell would have.

19 **EXAMINATION**

20 **BY MR. MURRELL:**

21 Q Mr. Dawson, what did you use in the examination?
22 Now, you mentioned the handwriting samples that
23 Ms. Toney provided you, correct?

24 A Yes, sir. Those came from Board of Education
25 files.

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1 Q Did you get those, or she provided those to you?

2 A She provided those to me, sir.

3 Q Okay. What else did you use for examination?

4 Did you just use the samples that she provided
5 you and the documents that she asked you to
6 examine?

7 A That is correct.

8 Q Did you use anything else whatsoever in your
9 examination?

10 A No, I did not.

11 Q Okay. Is a person's handwriting the same at all
12 times?

13 A No.

14 Q What can alter their handwriting?

15 A It's called natural variation. You can write
16 your signature a hundred times, no two times
17 would be alike. Natural variation, or even
18 awkward letter forms from time to time. However,
19 even though there is natural variation, the
20 formation of the letter forms, letter
21 combinations, remain the same. In other words,
22 the habits remain the same.

23 Q Has it, is it your understanding that a person's
24 signature can change or be altered, whether
25 greatly or slightly, based upon their mental or

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1 physical condition?

2 A We do take, it may be, if it's of a lesser
3 occurrence and more occurrence. I do a lot of
4 the elder law that's become popular in the past
5 six or eight years, and many times, you get
6 hospital beds, or Hospice, and you see a lot of
7 tremor. You see a lot of off baseline, etc., but
8 you still see the very unique and subtle
9 agreements or disagreements which will lead the
10 examiner to a certain area where you do further
11 examination of. It's possible that the person
12 could break their wrist, and that's why we ask
13 for contemporary standards to remove any
14 suggestions like that.

15 Q What do you mean by contemporary standards?

16 A If the questioned document is September of 2004,
17 we try to get September 2004 collected examples.
18 Sometimes, it depends on the habits. If the
19 individual writer's habits are so consistent
20 within the specimen, then you can eliminate a lot
21 of problems.

22 Q So the documents you used, I guess you would say
23 as your control factors, were documents provided
24 by Ms. Toney from some other file?

25 A That's true, and they were, by looking at those

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1 and examining those, they were naturally
2 executed--

3 Q In your opinion?

4 A Yes, sir, based upon 35 years of experience and
5 training. They were naturally executed, and they
6 flowed very nicely, and they had all the
7 characteristics you would expect from a genuine
8 signature.

9 Q And were those done on the same exact date as the
10 documents that were in question?

11 A No. I think they varied some in date. I do not
12 recall the exact dates.

13 Q So did Ms. Toney provide you with any documents
14 from this closing or on the exact date that she,
15 that were not in question as her signature?

16 A I don't believe so. I think what I had of her
17 handwriting, what I wanted, was collected
18 signatures where there would be no challenge as
19 to authenticity.

20 Q So, you used what Ms. Toney provided you?

21 A As I've answered before, yes, sir.

22 Q Okay. Do you know whether or not the document
23 she provided you used the same pen that she, that
24 was used on these documents that were being
25 questioned?

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1 A That wasn't the issue.

2 Q Okay. Does every pen write the exact same?

3 A Technically, I think the answer would be no, but
4 generally, you have a Bic 44 that's going to
5 write the same unless the point or the tip has
6 been damaged, or the pen is defective. And
7 that's caused by minute granular things getting
8 into the bulb and scratching it or whatever.

9 Q So pens can vary, depending upon the type of pen
10 and depending upon its condition?

11 A True, but the pen doesn't write the letter and
12 the subtle agreements and disagreements, the
13 writer does.

14 Q But do some pens write thicker than others?

15 A Certainly.

16 Q Do some pens have a damaged ball and the ink
17 plots up at the end?

18 A From time to time. However, you see, one you've
19 judged there, even though it may be a bold line,
20 you know, like that, and that's where you're
21 heading. You can also see the shading of the
22 ink, the release of pressure, and that is, of
23 course, some natural genuine characteristics,
24 even through a felt tip. But when it's heavy,
25 broad, all the way through, slowly executed,

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1 blunt initial and terminal strokes, normally
2 that's not a genuine writing.

3 Q Did you have Ms. Toney -- okay, you testified you
4 didn't use any control documents from the same
5 date as the alleged documents. Did you have her
6 write out a sample for you in your presence?

7 A No, I did not. I do not like that, because then,
8 under cross-examination, they can allege that
9 she's playing games with me. I wanted all normal
10 courses of business signatures to eliminate that
11 suggestion.

12 Q So, you used documents that she told you were her
13 signature, but you did not know that to be a
14 fact?

15 A I felt that by the source of the documents, they
16 were genuine documents. They had witnesses on
17 them. There may have been one or two notarized--

18 Q Is that reflected in your report? I didn't see
19 that in any of the documents you handed in with
20 your report, being notarized or witnessed.

21 A I wasn't asked that, I was asked was it--

22 Q Well, I'm asking you if it's in your report.

23 A No.

24 Q Okay. Did you -- you said all you used were the
25 handwriting samples, so you didn't interview Ms.

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1 Toney about her physical condition at the time,
2 or if she was on any medication or anything like
3 that?

4 A I didn't feel that I needed to. I was after the,
5 I was examining the evidence, and she wasn't the
6 evidence. The evidence was in front of me.

7 Q Well, but I thought that you testified that a
8 person's mental and physical condition can alter,
9 slightly, the way they write their signature?

10 A I did, but I also qualified that by saying the
11 construction of the letters and letter
12 combination remain the same, even though
13 pictorially, it may seem awkward.

14 Q How many examinations have you done for Ms.
15 Toney?

16 A Two, sir, both of them on the table.

17 Q Okay. I thought you did one for the Lee County
18 case, and you did one for this case?

19 MS. TONEY: They are included.

20 MR. MURRELL: Now, Your Honor, she can't
21 coach the witness. I would object to that.

22 DEPONENT: Let me answer your question. In
23 the first hearing, I understood there was a Lee
24 County issue. I was not there, I was not aware
25 of it, I had no idea what y'all were talking

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1 about.

2 MR. MURRELL: Your Honor, I wasn't in that
3 hearing, but I'm a little confused why he was
4 admitted as an expert and testifying on an
5 Orangeburg County case using evidence from a Lee
6 County matter.

7 JUDGE BURGDORF: No, no. I think -- this
8 doesn't need to be on the record.

9 (Off the record, briefly.)

10 MR. MURRELL: Your Honor, I've asked you for
11 the witness not to talk to the--

12 JUDGE BURGDORF: Mr. Young, he's in charge
13 of the witness.

14 MR. MURRELL: I know, but you know, he's
15 discussing--

16 MR. YOUNG: I agreed that she shouldn't have
17 said something, but she'd like to say something
18 to the Court now if you would permit her.

19 MR. MURRELL: Your Honor, I need to finish
20 my cross-examination.

21 JUDGE BURGDORF: Yeah. Let him finish.
22 Then she can, y'all can have the lead.

23 BY MR. MURRELL:

24 Q So you've done two examinations for Ms. Toney?

25 A Yes, that is correct.

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1 Q And you used the same control documents on each
2 case?

3 A Yes, sir.

4 Q And both times, low and behold, you have found
5 indications that it's not her signature?

6 A No. The first time I think it was qualified as
7 not her signature, this time it's indications
8 they're not.

9 Q Okay, but you didn't examine the bankruptcy
10 petition where she affirmed this debt, did you?

11 A Sir, I think I've answered that, with all due
12 respect. I think I've answered that what, about
13 four or five times now? I have not examined
14 that. You have what I've examined.

15 Q It just got handed to me, sir, and I have not had
16 much of a chance to review it, so I'm just trying
17 to make sure I'm covering my bases.

18 A I can appreciate that, yet for another time, sir,
19 I have examined nothing except what's there. I
20 can assure you that to the best of my knowledge,
21 I have examined no case files. The only thing
22 I've examined would be from her Board of
23 Education, her signature, and whatever these
24 documents are listed in my report. There's only
25 five entries, you can glance at them and see

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1 exactly what they are, or I can publish it,
2 either way.

3 Q And let me couch this appropriately, sir. You're
4 limited by what you're provided, correct?

5 A Yes.

6 Q No further questions.

7 MR. YOUNG: Please the Court, at this time,
8 I would like to offer into evidence Mr. Dawson's
9 first report dated December 12, 2007, and his
10 supplemental report dated September 2, 2008.

11 JUDGE BURGDORF: Now, that is, I know it was
12 in here, it was introduced in the other case,
13 LaSalle case. I'm not sure that's -- has that
14 been introduced in this case?

15 MR. MURRELL: Absolutely not, Your Honor.

16 MR. YOUNG: And we'd offer it into evidence
17 along with his chart so it can be part of the
18 record.

19 MR. MURRELL: I'm going to renew my
20 objection, Your Honor. I mean, this has been
21 trial by ambush from day one.

22 JUDGE BURGDORF: I understand your
23 objection.

24 MR. MURRELL: I'm sorry, the day--

25 JUDGE BURGDORF: I understand your

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1 objection. He's going to testify in cross on it,
2 so, he's testified to it, so --

3 MR. YOUNG: Can I have these marked, please?

4 (Exhibit Nos. 1 and 2 were marked for
5 identification.)

6 EXAMINATION

7 BY MR. YOUNG:

8 Q Mr. Dawson, just to clear up a couple of things,
9 you don't go out and dig through public records
10 and everything to find signatures, you examine
11 what's provided to you; is that correct?

12 A That's normal procedure, yes, sir.

13 Q And you take documents that individuals say these
14 are other documents that I have signed, this is a
15 questioned signature, run the comparison for me;
16 isn't that right?

17 A Yes, sir.

18 Q And that's what you did in this case?

19 A Yes, sir.

20 Q Thank you.

21 MR. YOUNG: That's all the questions I would
22 have; if Mr. Murrell has anymore.

23 MR. MURRELL: Not of this witness. He can
24 be excused.

25 JUDGE BURGDORF: I think that's the only

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1 Q So you got the money that's reflected on the HUD
2 Settlement Statement?

3 A Yes.

4 Q And there's no question that these loan proceeds
5 paid off the prior mortgage?

6 A No.

7 Q And it was your intent to sign a note to get the
8 loan; is that correct?

9 A Well, I thought all of the necessary documents
10 were there for me to sign.

11 Q Ma'am, it's a yes or no question. Did you intend
12 to sign the note to get the loan proceeds?

13 A I wanted to sign all of the necessary documents
14 for the loan.

15 Q So you got the full benefit of the loan proceeds?

16 A Yes.

17 Q And did you include this mortgage as a debt on
18 your bankruptcy schedule?

19 A Yes, I did, but I found out about the forgery
20 long after the bankruptcy.

21 Q Ma'am, I'm asking you if you included it as a
22 secured mortgage on your bankruptcy schedule?

23 A Yes, I did.

24 Q And did you affirmatively state on Schedule B,
25 Paragraph 21, that you did not have any defenses,

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1 A Mr. Murrell, Mr. Murrell--

2 MR. MURRELL: Please instruct the witness to
3 answer yes or no.

4 JUDGE BURGDORF: Please answer the question.

5 DEPONENT: Yes, sir.

6 BY MR. MURRELL:

7 Q Just briefly, ma'am, you had a previous motion in
8 this case, correct?

9 A Yes.

10 Q And that was withdrawn and denied, correct?

11 MR. YOUNG: What do you mean by withdrawn
12 and denied?

13 MR. MURRELL: She moved to withdraw it, and
14 I asked that it be denied, and the Court denied
15 it.

16 DEPONENT: I don't--

17 BY MR. MURRELL:

18 Q You don't recall coming down here with Attorney
19 Joe Henry?

20 A Yes.

21 Q Okay. And now, we've come down here again today.

22 A Yes.

23 Q Okay. Now, your testimony before that you had --
24 who did you receive your -- no, when your
25 attorney questioned you about the proceeds from

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1 himself testifying. No affidavits, just the
2 lawyer testifying. And I believe that was
3 incorrect, and I realize that somebody might not
4 have objected to it, but we raise that objection
5 now as not being proper and would ask the Court
6 to reverse itself on the mortgage foreclosure on
7 that basis as well.

8 MR. MURRELL: Your Honor, I object. That's
9 not anywhere in the motion.

10 JUDGE BURGDORF: That's -- I think the only
11 thing I saw in the motion was basically a lis
12 pendens not being served and then the witness
13 only closing. That was the only thing--

14 MR. YOUNG: I saw the lis pendens, quite
15 frankly, on the party, that doesn't make any
16 difference to me, and I don't think that's a
17 valid objection or something that would have any
18 merit. I do have, however, believe that she may
19 have some point on the witness only closing. And
20 so, I realize you might not want to hear the
21 other part about the testimony, your own
22 documents in this file speak to that, and I would
23 simply draw the Court's attention to the, what's
24 called the Transcript of Testimony with respect,
25 and it shows the attorney being present, and I

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1 MR. YOUNG: Thank you. I really can't speak
2 to what has taken place in the past, because I'm
3 not familiar, nor do I know what's taken place in
4 the past. And I don't know if she's done it one
5 time, two times, three times. I don't know the
6 representations that were made to other judges
7 other than to you and with respect to the
8 allegation that this was a witness only closing.
9 But it seems to me that this state is serious
10 about no witness only closings. Then if that
11 information comes to the light of any court who
12 has had any jurisdiction over that particular
13 documentation or foreclosure, then equity and the
14 principles of equity dictate that that should be
15 void ab initio, and if the Court finds out that
16 something was afoul in something like that, such
17 as a witness only closing that shouldn't be
18 granted, then the Court has a duty to correct
19 itself and to correct the situation and not to
20 allow it. And I think anytime a Court has
21 something -- I don't think anybody came to you
22 during the initiation of the proceedings and said
23 this is the witness only closing, or it draws
24 into question, if they knew it was a witness only
25 closing and proceeded on with it, is that right?

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1 MR. MURRELL: Objection, Your Honor, that's
2 speculation and arguing facts which aren't in
3 evidence.

4 MR. YOUNG: She's raised the question
5 witness only closings. I would like to present
6 testimony through Ms. Toney as to what
7 information she has that it is a witness only
8 closing. She was present at the closing, and
9 so--

10 JUDGE BURGDORF: I'll let you.

11 MR. YOUNG: She needs to be sworn.

12 (Ms. Laura Ann Toney, being duly sworn,
13 testified as follows:)

14 MR. YOUNG: If it please the Court?

15 JUDGE BURGDORF: Yes.

16 **EXAMINATION**

17 **BY MR. YOUNG:**

18 Q Ms. Toney, would you please state your full name
19 for the record?

20 A Laura Ann Toney.

21 Q And Ms. Toney, you are one of the defendants in
22 this matter by the Deutsche Bank and the
23 foreclosure proceeding, Civil Action Number
24 2007-CP-38-807 in the Common Pleas Court for
25 Orangeburg?

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1 it? Your Honor, I object to this one in that
2 it's an unsigned copy.

3 MR. YOUNG: Do you have a signed copy?

4 MR. MURRELL: Yes, I do.

5 MR. YOUNG: That's better. Let's put that
6 in.

7 (Exhibit No. 1 was marked for
8 identification.)

9 **BY MR. YOUNG:**

10 Q Ms. Toney, I know you're going to be asked this
11 question. Did you get \$11,102.61 as a result of
12 this closing?

13 A I recall getting a check. I don't recall the
14 exact amount.

15 Q Did you get it from the attorney or from someone
16 else?

17 A I received the broker, I got it from the broker.

18 MR. YOUNG: Okay. I'll hand this up to the
19 Court.

20 **BY MR. YOUNG:**

21 Q Ms. Toney, did you get other documents from
22 anyone else?

23 A No, sir.

24 Q Let me show you these set of documents, ask you
25 whether or not you got those?

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1 **BY MR. MURRELL:**

2 Q Okay. Well, have you previously filed actions
3 where you've made misrepresentations to the Court
4 in order to obtain orders?

5 DEPONENT: Now, are you--

6 MR. YOUNG: I'm going to object to that as
7 not being relevant to the case.

8 MR. MURRELL: It goes to her credibility,
9 Your Honor.

10 JUDGE BURGDOFF: I'll allow it.

11 DEPONENT: If you're referring to with Judge
12 Newman, that was an independent action that you
13 reversed, and you made it look as if I was
14 misrepresenting a material fact, but this was an
15 independent action to enforce a rescission. And
16 being that it was an independent action, I felt
17 that it was okay to hire another attorney.

18 **BY MR. MURRELL:**

19 Q Ma'am, what I'm asking you is, did you obtain an
20 ex parte injunction order in another foreclosure
21 case by misrepresenting to the Court that I
22 knowingly violated an automatic stay of the
23 Bankruptcy Court?

24 A I don't quite understand your question.

25 Q Did you get an ex parte order from Judge Newman

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1 by setting forth in your application that an
2 automatic stay of Bankruptcy Court had been
3 violated?

4 A I don't recall that. I recall going before Judge
5 Newman, because you and the bank refused to
6 acknowledge a valid rescission letter.

7 Q But that issue was --

8 A And I hired another attorney to represent me in
9 an independent action, because you refused to
10 acknowledge a forgery, you refused to acknowledge
11 a valid rescission letter, so I hired another
12 attorney to represent me in an independent action
13 to enforce the rescission.

14 Q And Judge Newman determined that you had not
15 followed the rules with getting that other
16 attorney; is that correct?

17 A You wrote the orders for him to sign.

18 Q It was sent to your attorney to review, was it
19 not?

20 A I don't recall whether you sent it or not, but I
21 know that you wrote the orders, but it was no way
22 or none of my intentions to misrepresent. I was
23 just trying to enforce the rescission that you
24 and the bank refused to acknowledge. And also,
25 you submitted a forged document of attorney

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(803) 528-0022 * courtreporter@sc.rr.com * (803) 749-9006

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

IN RE:

Laura Ann Toney,

Debtor(s).

C/A No. 07-00234-JW

Chapter 13

ORDER

FILED
FEB 15 2007

United States Bankruptcy Court
Columbia, South Carolina 29201

FEB 15 2007

L.O.

This matter comes before the Court upon a Motion to Impose Stay (the "Motion") filed by Laura Ann Toney ("Debtor") pursuant to 11 U.S.C. § 362(c)(4)(B).¹ The Chapter 13 Trustee, Countrywide Home Loans, Inc., and Speedee Cash each filed an objection to the Motion. The United States Trustee and Chase Home Finance each made an oral objection to the Motion at the hearing.

Debtor filed three Chapter 13 bankruptcy cases during 2006 before she filed this current case. In all cases, Debtor has been *pro se*. Debtor filed her first Chapter 13 case (C/A No. 06-03028-jw) on July 20, 2006. The first case was dismissed for failure to appear at the § 341 meeting of creditors. On September 29, 2006, Debtor filed a second Chapter 13 case (C/A No. 06-04333-dd). Debtor's second case was dismissed for failure to file schedules, statements, and/or her Chapter 13 plan. On November 27, 2006, Debtor filed her third Chapter 13 case (C/A No. 06-05381-dd). Debtor's third case was also dismissed for failure to file schedules, statements, and/or her Chapter 13 plan. Debtor filed the present case on January 17, 2007.

Because Debtor was involved in three bankruptcy cases that were pending and dismissed during the one year period preceding the filing of this current case (C/A No. 07-00234-jw), the stay provided by § 362(a) did not go into effect when Debtor filed this

¹ Internal references to the Bankruptcy Code (11 U.S.C. § 101 et. Seq.), as amended by the

current case. 11 U.S.C. § 362(c)(4)(B). Under § 362(c)(4)(D)(i)(I), there is a presumption that Debtor did not file this case in good faith. In light of this presumption, Debtor must demonstrate, by clear and convincing evidence, that she filed this case in good faith in order to have the automatic stay imposed in this case. 11 U.S.C. § 362(c)(4)(B). In instances arising under § 362(c)(4), where a debtor had pending two or more cases within the year which were dismissed, the substantial change in circumstances must occur since the dismissal of the next most recent case. In re Ray, No. 06-01920-JW, slip. op. at 2 (Bankr. D.S.C. May 26, 2006).

Apparently, Debtor's first Chapter 13 case failed because she failed to attend her first meeting of creditors. Debtor asserts that she attempted to attend the meeting of creditors, but was unable to attend due to car trouble. Debtor's second case was dismissed for failure to timely file Schedules A through J, Statement of Financial Affairs, Statement of Income Calculation, payment advices, Statement of Increased Income/Expenses, Chapter 13 Plan and Pro se Statement of Assistance. Debtor asserts that she timely mailed these documents to the clerk of court, but due to circumstances beyond her control, the documents failed to arrive in time to be filed. Debtor's third case was dismissed for failure to file her Pro se Statement of Assistance. Debtor asserts that she thought she had included this document when she filed her schedules. The court's records indicate that she was later contacted by court personnel and advised that the Pro Se Statement of Assistance was due, but she failed to comply. To further support her claim that she has filed this case in good faith, Debtor asserts that she has recently contacted an attorney, who will take her case if it is not dismissed.

Debtor can overcome the presumption that this case was filed not in good faith by presenting clear and convincing evidence that she had a substantial excuse for her failure to file the required documents in her previous case under § 362(c)(4)(D)(i)(II). Debtor's previous cases have all been dismissed for failure to comply with the Bankruptcy Code, Rules of Bankruptcy Procedure or Local Bankruptcy Rules. Debtor has presented a series of excuses for the dismissal of her prior cases. Even if substantial excuses existed for the failure to file the required documents in Debtor's first two cases, Debtor's only explanation for her failure to file this document in her next most previous case is that she thought she had filed it with her other documents. Mere inadvertence or negligence is not a substantial excuse. See §362(c)(4)(D)(i)(II). This Court previously stated in In re Maret, No. 96-72959-W, slip. op. at 5 (Bankr. D.S.C. Sept. 8, 1996):

"Although a debtor is free to represent [herself] in [her] bankruptcy case, that choice does not excuse the debtor from complying with the requirements of the Bankruptcy Code, the Bankruptcy rules, and the Local Rules. As one court stated: 'Once Debtor determined to represent herself pro se she undertook the responsibility to comply with the relevant rules of procedural and substantive law ... and, therefore, she is to be graced with no special treatment as a reward for her decision to represent herself.' In re Kleinman, 136 B.R. 69, 71 (Bkrty. S.D.N.Y. 1991). See Hughes v. Ruffin (In re Ruffin), No.94-1795-19 BC, slip. op. at 3 (D.S.C. Nov. 28, 1994); In re Clawson, No. 92-72412 (Bkrty. D.S.C. Feb. 7, 1995)."

Moreover, when a serial filer offers a series of excuses for the dismissal of each case, the Court will weigh the excuses presented against the prejudice caused to creditors from the automatic stay and the failure of the cases to reach confirmation.

Debtor can also overcome the presumption that this case was filed not in good faith by presenting clear and convincing evidence that there has been a substantial change in her financial or personal affairs since the dismissal of the next most previous case

under § 362(c)(4)(D)(i)(II). The only change in circumstances that Debtor has asserted

is that an attorney has agreed to take her case if it is allowed to continue. A comparison of Debtor's personal and financial situation in her third case with her personal and financial situation in the current case does not indicate a substantial change in circumstances. Since the filing and dismissal of Debtor's third case, Debtor's employment has not changed. Furthermore, Debtor's monthly net income has not materially changed. Debtor's proposed plan payments have also decreased from \$300.00 per month in her previous case to \$250.00 in this current case. This case is also the fourth case filed by Debtor within the past six months in order to stay the foreclosure of her home, which is a strong indication that this case was filed in bad faith. Debtor has presented no other evidence giving the Court reason to believe that Debtor can fully perform a confirmed plan in this case.

In light of the totality of the circumstances attendant in this case, Debtor has failed to demonstrate, by clear and convincing evidence, that she filed this current case in good faith.² There are also procedural defects associated with the filing of the Motion: Debtor failed to file the Motion with her bankruptcy petition pursuant to Local Bankruptcy Rule 4001-1(c)(2)³ and Debtor failed to serve all creditors with the Motion pursuant to Local Bankruptcy Rule 4001-1(b)(2). Therefore, it is hereby

ORDERED that Debtor's Motion to Impose the Stay is denied. As a condition for allowing this case to continue, it is further ordered that any dismissal of this case shall be

² The Court's findings are limited to the context of this Motion and nothing in this Order shall be construed as res judicata to prevent Debtor, the trustee, or any party in interest from challenging or establishing that this case or plan was filed or proposed in good faith for purposes of 11 U.S.C. §§ 1307 or 1325. See *In re Charles*, 332 B.R. 538, 542 (Bankr. S.D. Tex. 2005) (holding that Congress, by enacting § 362(c)(3), intended the courts to conduct an early triage of a case and determine whether a case is doomed to fail or whether a case has a reasonable likelihood of success.)

³ Debtor's current petition for bankruptcy was filed on January 17, 2007. Debtor's Motion was filed until January 23, 2007.

with prejudice to prohibit Debtor from filing a case under Chapters 11, 12, and 13 of the Bankruptcy Code for a period of one (1) year from the date of dismissal.

AND IT IS SO ORDERED.


UNITED STATES BANKRUPTCY JUDGE

Columbia, South Carolina
February 15, 2007

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

IN RE:

Laura Ann Toney,

Debtor(s).

C/A No. 07-00234-JW

Chapter 13

ORDER

FILED
O'clock & min. M
FEB 20 2007

United States Bankruptcy Court
Columbia, South Carolina (DC)

ENTERED

FEB 26 2007

L.O.

This matter comes before the Court upon a Rule to Show Cause (the "Rule") requiring Laura Ann Toney ("Debtor") to appear and show cause why she has engaged in repetitive bankruptcy filings. Debtor filed the present case, *pro se*, on January 17, 2007. Debtor serially filed three Chapter 13 bankruptcy cases during 2006 before she filed this current case. Debtor filed her first Chapter 13 case (C/A No. 06-03028-jw) on July 20, 2006. The first case was dismissed for failure to appear at the § 341 meeting of creditors. On September 29, 2006, Debtor filed a second Chapter 13 case (C/A No. 06-04333-dd). Debtor's second case was dismissed for failure to timely file Schedules A through J, Statement of Financial Affairs, Statement of Income Calculation, payment advices, Statement of Increased Income/Expenses, Chapter 13 Plan and Pro se Statement of Assistance. On November 27, 2006, Debtor filed her third Chapter 13 case (C/A No. 06-05381-dd). Debtor's third case was dismissed for failure to file her Pro se Statement of Assistance, as required by local rules.

Debtor appeared at the hearing on the Rule and provided explanations for the failure of her previous cases. With respect to her first case, Debtor asserts that she attempted to attend the meeting of creditors, but was unable to attend due to car trouble. Debtor asserts that she timely mailed the required documents in her second case to the clerk of court, but due to circumstances beyond her control, the documents failed to arrive in time to be filed. As to her third case, Debtor asserts that she thought she had included her Pro se Statement of Assistance when she

filed her schedules. She also asserted that she has filed each of her bankruptcy cases to save her home from foreclosure.

Debtor's serial filing of four cases in the past six months is suspect and may indicate abuse of the bankruptcy process. Under § 362(c)(4)(D) there is a presumption of bad faith filing when Debtor has had two or more previous bankruptcy cases pending within the past year. This Court has found that the lack of good faith in filing a chapter 13 case can constitute cause to dismiss the case. In re Harris, No. 06-05030-jw, slip. op. at 3 (Bankr. D.S.C. Dec. 28, 2006). As a serial filer, Debtor has the burden to show a substantial change of circumstances since the prior dismissal and that the current case is filed in good faith. Id. at 3-4; In re Hartley, 187 B.R. 506 (Bankr. D.S.C. 1995). To determine whether Debtor's fourth filing is filed in good faith, the Court will examine the following non-exclusive factors: Debtor's past bankruptcy filings, which includes a determination of whether Debtor has experienced a change in circumstances warranting a fourth filing; the time elapsed between the third and fourth filing; Debtor's pre-petition behavior; and the effect of Debtor's repeated filings on creditors. In re Brown, No. 03-07515, slip. op. at 4 (Bankr. D.S.C. Sept. 26, 2003).

Debtor's past bankruptcy filings are a relevant factor in determining whether Debtor's current case is filed in good faith. Debtor must prove with detailed testimony and convincing evidence that she is entitled to a fourth opportunity to file a bankruptcy petition. In re Maret, No. 96-75003, slip. op. at 14 (Bankr. D.S.C. Nov. 14, 1996). A substantial change in circumstances between the last filed case and the pending case may demonstrate that the current case was filed in good faith. Id. In response to Debtor's motion to impose the automatic stay, this Court previously analyzed whether Debtor had rebutted the presumption that the case was filed not in good faith by showing either a substantial excuse for her failure to file documents in her previous
313
227

cases under § 362(c)(4)(D)(i)(II) or showing a substantial change in Debtor's financial or personal affairs since her next most previous case. The Court found that Debtor presented no persuasive evidence of either a substantial excuse for her failure to file documents or a substantial change in circumstances. The Court denied Debtor's motion to impose the stay and found that Debtor failed to demonstrate, by clear and convincing evidence, that she filed this current case in good faith.

Another factor to be considered is the period of time that elapsed between the dismissal of Debtor's third case and the filing of the fourth case. Debtor's third case was dismissed on January 2, 2007. The current case was filed fifteen days later on January 17, 2007. The close proximity in the dismissal of Debtor's previous case and filing of the current case is evidence of a lack of good faith.

The pre-petition conduct of Debtor is also a factor to be examined. In re Brown, No. 03-07515-W, slip.op. at 6 (Bankr. D.S.C. Sept. 26, 2003). Prior to filing her current case, Debtor filed three chapter 13 bankruptcy cases in a six month period. Debtor informed the Court that she filed these cases to stop the foreclosure of her home. Although filing bankruptcy to save a home from foreclosure is not *per se* bad faith, a debtor's proclivity for repeatedly filing to stave off foreclosure can be considered as evidence of bad faith. In re Casse, 219 B.R. 657, 661 (Bankr. E.D.N.Y. 1998). Serial bankruptcy filings that are designed solely to delay creditors by imposing the automatic stay without benefiting creditors in any way are an abuse of the bankruptcy laws. Id.

The Court will also consider the effect of Debtor's fourth filing on her creditors. Debtor has repeatedly filed bankruptcy to frustrate or delay enforcement of her secured creditors' foreclosure rights. These creditors have incurred additional costs as a result of being unable to

complete their foreclosure proceedings. Two such creditors appeared at the hearing and supported dismissal. The prejudice caused to the creditors in this case weighs heavily in favor of a finding that Debtor filed her current case with a lack of good faith.

Finally, the Court finds that all parties had adequate notice of the probability of dismissal of the case as a result of repetitive filings; however, if Debtor seeks to continue this case despite the Court's prior ruling that denied the imposition of the stay, thereby allowing secured creditors to continue foreclosure, Debtor may file a written objection to dismissal with the Court within ten (10) days. In the event of a timely objection, the Court may issue a further order with or without a hearing.

For the foregoing reasons, the Court finds that Debtor filed her fourth bankruptcy in bad faith and that cause exists to dismiss the case with prejudice to bar a refiling under Chapters 11, 12 or 13 of the Bankruptcy Code for a period of one (1) year. Therefore, it is hereby

ORDERED that Debtor's Chapter 13 case be dismissed subject to the Court retaining jurisdiction to consider dismissal with prejudice and other sanctions pursuant to 11 U.S.C. § 105, 28 U.S.C. § 1927, and this Court's inherent authority to regulate litigants and address improper conduct.

AND IT IS SO ORDERED.

Columbia, South Carolina
February 26, 2007


UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE

Laura Ann Toney

DEBTOR(S)

CHAPTER 13

CASE NO. 07-00234W

ORDER CONFIRMING TERMINATION OF AUTOMATIC STAY PURSUANT TO 11 U.S.C. §362(j)

As the filing of the within case occurred within one year of the dismissal of the three previous cases filed by the Debtor pursuant to 11 U.S.C. §362(e)(4)(A)(i), the automatic stay did not go into effect upon the filing of the present case.

The Debtor has not filed a motion to impose the automatic stay as required by 11 U.S.C. §362(c)(4)(b) and Local Rule of Bankruptcy Procedure 4001-1(c).

NOW THEREFORE, IT IS ORDERED that the motion to confirm termination of the automatic stay pursuant to 11 U.S.C. §362(j) filed by Speedee Cash is granted, permitting Speedee Cash to pursue collection attempts against the Debtor's 1997 Ford Explorer, VIN #1FMDU32P1VUA15202.

The claimant agrees to waive any claim that may arise under 11 U.S.C. Section 503(b) or Section 507(b) as a result of this Order. The claimant further agrees that any funds realized from the sale of the collateral, in excess of all liens, costs, and expenses, will be paid to the Trustee.

FILED
clock & min. M
MAR 27 2007

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

IN RE:

Laura Ann Toney,

Debtor(s)

C/A No. 07-00234-JW

Chapter 13

AMENDED ORDER DISMISSING
CASE WITH PREJUDICE

By Order entered February 26, 2007, this case was dismissed for repetitive filing in bad faith. The Court found that cause existed to dismiss the case with prejudice, but provided Debtor with the opportunity to file a written objection to the dismissal with the Court within ten days. Having received no written objection from Debtor, it is hereby

ORDERED that Debtor's Chapter 13 case is dismissed with prejudice to bar a refiling under Chapters 11, 12, or 13 of the Bankruptcy Code for a period of one (1) year.

AND IT IS SO ORDERED.

Columbia, South Carolina
March 27, 2007


UNITED STATES BANKRUPTCY JUDGE

ENTERED
MAR 27 2007
L.O.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

FILED

it _____ O'clock & _____ min _____ PM

MAY 15 2007

United States Bankruptcy Court
Columbia, South Carolina

In re:

Laura Ann Toney,

Debtor.

Case No. 07-01978-DD
Chapter 7

ENTERED

MAY 15 2007

KRW.

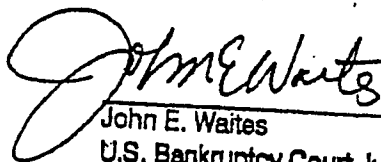
ORDER DISMISSING CASE WITH PREJUDICE

This proceeding is before the Court on the motion of the debtor to dismiss this case. The United States Trustee (UST) objected to the debtor's motion. The debtor failed to appear at the hearing on the motion. The UST and the attorney for LaSalle Bank National Association appeared at the hearing and recommended that any dismissal be with prejudice for one year.

The debtor, acting *pro se*, has now filed five bankruptcy cases in only nine months. In the debtor's most recent previous case, Case No. 07-00234-JW, this Court found that the debtor had filed her case in bad faith and dismissed the case with prejudice, prohibiting her from refiling under chapters 11, 12 or 13 for a period of one year.¹ The debtor filed her pending case under chapter 7 on April 13, 2007, and by letter dated April 16, 2007, asked the court to dismiss the case. The Court concludes that this case was also filed in bad faith. The debtor has failed to file schedules and statements or to attend and submit to questions under oath at the meeting of creditors as required by the Bankruptcy Code. The debtor also failed to attend the hearing on her motion. It is, therefore

¹ The Court's order finding bad faith and dismissing Case No. 07-00234-JW was entered on February 26, 2007. The order was amended by a subsequent order entered on March 27, 2007, prohibiting the debtor from refiling under chapters 11, 12, or 13 for one year.

ORDERED that the debtor's case is dismissed with prejudice to bar a refiling under any chapter of the Bankruptcy Code in any district for a period of one (1) year from the entry of this order.


John E. Waites
U.S. Bankruptcy Court Judge
District of South Carolina

5/15/07
Date

Case No. 06-05381-DD
(If known)

In re _____
Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	0			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	0			
14. Interests in partnerships or joint ventures. Itemize.	0			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	0			
16. Accounts receivable.	0			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	0			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	0			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	0			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	0			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	0			

In re _____
Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	RECEIVED, WIFE, JURY, OR CREDITORS	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars.	0			
23. Licenses, franchises, and other general intangibles. Give particulars.	0			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	0			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		→ 1989 Mercedes		3,000.00
26. Boats, motors, and accessories.		1999 Ford F150 Truck		9,000.00
27. Aircraft and accessories.				
28. Office equipment, furnishings, and supplies.				
29. Machinery, fixtures, equipment, and supplies used in business.				
30. Inventory.				
31. Animals.				
32. Crops - growing or harvested. Give particulars.				
33. Farming equipment and implements.				
34. Farm supplies, chemicals, and feed.				
35. Other personal property of any kind not already listed. Itemize.				
Total				\$ 12,000.00

continuation sheets attached Total
(Include amounts from any continuation
sheets attached. Report total also on
Summary of Schedules.)

In re Laura Ann Toney
DebtorCase No. 06-05381-1
(If known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." In providing the information requested in this schedule, do not include the name or address of a minor child. Simply state "a minor child."

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	0			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and home stead associations, or credit unions, brokerage houses, or cooperatives.	0			
3. Security deposits with public utilities, telephone companies, landlords, and others.	0			
4. Household goods and furnishings, including audio, video, and computer equipment.	1	Personal Property		50,000.00
5. Books, pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	1			
6. Wearing apparel.	1			
7. Furs and jewelry.	1			
8. Firearms and sports, photographic, and other hobby equipment.	0			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	0			
10. Annuities. Itemize and name each issuer.	0			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c); Rule 1007(b)).	0			

United States Bankruptcy Court – District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 06-03028-jw

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Laura Ann Toney
PO Box 722
Bishopville, SC 29010

SSN: xxx-xx-6990

Entered By The Court
8/30/06

ORDER OF DISMISSAL
(PURSUANT TO LOCAL BANKRUPTCY RULE 2003-1)

Filed By The Court

8/30/06

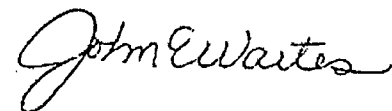
Clerk of Court
US Bankruptcy Court

It appears that notice of possible dismissal of the above captioned case for the failure of the debtor(s) or the attorney for the debtor(s) to appear at the meeting of creditors (or at a continued or special meeting of creditors) or for the failure to appear prepared to proceed, was given pursuant to Local Bankruptcy Rule 2003-1.

IT IS ORDERED that:

1. This case is dismissed;
2. The clerk shall close the case;
3. Any fees due to the Clerk of Court pursuant to 28 U.S.C. §1930 and the appendix thereto, including filing fees, shall be paid within ten (10) days of the entry of this order, unless otherwise ordered by the court;

Columbia, South Carolina
August 30, 2006



Chief United States Bankruptcy Judge

Document 25

United States Bankruptcy Court – District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 06-04333-dd

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Laura Ann Toney
PO Box 722
729 Chatmon St
Bishopville, SC 29010

SSN: xxx-xx-6990

Entered By The Court
11/15/06

ORDER OF DISMISSAL
FOR FAILURE TO FILE TIMELY
LISTS, SCHEDULES, STATEMENTS
AND OTHER DOCUMENTS

Filed By The Court
11/15/06
Tammi M. Hellwig
Clerk of Court
US Bankruptcy Court

It appears that notice of possible dismissal of the above captioned case was given pursuant to South Carolina Local Bankruptcy Rule 1007-2, South Carolina Local Bankruptcy Rule 9010-4, and/or South Carolina Local Bankruptcy Rule 3015-1 and that the following documents:

SCHEDULES A TO J, STATEMENT OF FINANCIAL AFFAIRS, STATEMENT OF INCOME CALCULATION, PAYMENT ADVICES, STATEMENT OF INCREASE INCOME/EXP, CHAPTER 13 PLAN, AND PRO SE STATEMENT OF ASSISTANCE.

required by Federal Rules of Bankruptcy Procedure 1007, 1019 and/or 3015(b), and the Local Rules of the Court have not been filed by the above named debtor(s) within the time periods set forth therein.

IT IS ORDERED that:

1. Pursuant to South Carolina Local Bankruptcy Rule 1007-2, South Carolina Local Bankruptcy Rule 9010-4, and/or South Carolina Local Bankruptcy Rule 3015-1, this case is dismissed;
2. The clerk shall close the case;
3. Any fees due to the Clerk of Court pursuant to 28 U.S.C. §1930 and the appendix thereto, including filing fees, shall be paid within ten (10) days of the entry of this order, unless otherwise ordered by the court;

Columbia, South Carolina
November 15, 2006


United States Bankruptcy Judge

Document 30

United States Bankruptcy Court – District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 06-05381-dd

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Laura A Toney
PO Box 722
Bishopville, SC 29010

SSN: xxx-xx-6990

Entered By The Court
1/2/07

ORDER OF DISMISSAL
FOR FAILURE TO FILE TIMELY
LISTS, SCHEDULES, STATEMENTS
AND OTHER DOCUMENTS

Filed By The Court
1/2/07
Tammi M. Hellwig
Clerk of Court
US Bankruptcy Court

It appears that notice of possible dismissal of the above captioned case was given pursuant to South Carolina Local Bankruptcy Rule 1007-2, South Carolina Local Bankruptcy Rule 9010-4, and/or South Carolina Local Bankruptcy Rule 3015-1 and that the following documents:

Statement of Assistance for Pro Se

required by Federal Rules of Bankruptcy Procedure 1007, 1019 and/or 3015(b), and the Local Rules of the Court have not been filed by the above named debtor(s) within the time periods set forth therein.

IT IS ORDERED that:

1. Pursuant to South Carolina Local Bankruptcy Rule 1007-2, South Carolina Local Bankruptcy Rule 9010-4, and/or South Carolina Local Bankruptcy Rule 3015-1, this case is dismissed;
2. The clerk shall close the case;
3. Any fees due to the Clerk of Court pursuant to 28 U.S.C. §1930 and the appendix thereto, including filing fees, shall be paid within ten (10) days of the entry of this order, unless otherwise ordered by the court;

Columbia, South Carolina
January 2, 2007


United States Bankruptcy Judge

Document 36

STATE OF SOUTH CAROLINA

COUNTY OF LEE

Laura Toney,

PLAINTIFF,

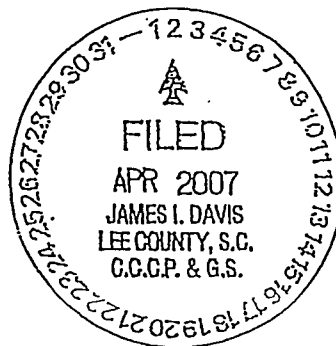
vs.

LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust,
Mortgage Pass-Through Certificates,
Series 2004-11,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A NO:2007-CP-31-66

ORDER DISSOLVING TEMPORARY
RESTRAINING ORDER



This is an action seeking to stay a foreclosure sale scheduled for April 2, 2007 in a separate action, LaSalle Bank v. Laura Toney, Case No. 2005-CP-31-168. This present action was commenced upon an Application for Temporary Restraining Order, Preliminary Injunction and Permanent Injunction filed March 22, 2007. A Summons, verified Complaint and affidavit were also filed on March 22, 2007. Based upon the representations set forth in the application and complaint, this Court issued an Order Granting Temporary Restraining Order filed March 23, 2007 that provided for the foreclosure sale to be stayed pending a hearing to be held March 27, 2007.

Appearing at the hearing were the Plaintiff herein Laura Toney and her attorneys in the present action Joseph Henry and Nathaniel Roberson. Appearing on behalf of the Defendant LaSalle Bank was its counsel of record in the pending foreclosure action, H. Guyton Murrell. At the hearing, attorney Murrell submitted a Return to the Application for Injunction and Restraining Order and the Court received evidence and heard arguments from both parties.

At the commencement of the proceedings, the Court took judicial notice of the pleadings, evidence and orders filed of public record in the pending foreclosure action, LaSalle Bank v. Laura Toney, Case No. 2005-CP-31-168. The Court took judicial notice of the four (4) Chapter 13 Bankruptcy filings by the Plaintiff Laura Toney and the Orders and filings therein.

The record in the pending foreclosure action reflects that Laura Toney is represented by attorney David Weeks. There is a letter dated January 11, 2006 to the Lee County Clerk of Court

and to opposing counsel confirming his representation of the mortgagor and requesting that any future correspondence be addressed to his law office. Pursuant to Rule 11(c) S.C.R.C.P., an attorney may be changed by consent, or upon cause shown, and upon such terms as shall be just, upon application, by order of the court, and not otherwise. The Rule further provides that written notice of change of attorney must be served as provided by Rule 5. The Court finds that this rule has not been complied with in this matter.

As to the issue of the continuing jurisdiction of the hearing officer over any matters related to the foreclosure action, Rule 53(c) S.C.R.C.P. provides that once a matter has been referred, the master of special referee shall exercise all power and authority which a circuit judge sitting without a jury would have in a similar matter. In the foreclosure action, the case was initially referred to the Lee County Master-in-Equity. The Lee County Master-in-Equity notified the moving party and the Clerk of Court in writing that he had a conflict that precluded his hearing the matter. The foreclosure action was subsequently referred to the Clarendon County Master-in-Equity, the Honorable W.C. Coffey, Jr., by Order of Reference executed the Honorable Thomas Cooper filed June 16, 2006. Although the hearing was held outside of Lee County, the Order of Reference was without any language limiting the authority of Judge Coffey or requiring Judge Coffey to hear the case within Lee County. Therefore, Judge Coffey sat with the same authority to adjudicate the foreclosure action as a circuit judge.

As to the contention in this action that the foreclosure is a separate matter, Rule 12(b) S.C.R.C.P. provides that every defense, in law or fact, to a cause of action in any pleading, whether a claim, counterclaim, cross-claim, or third-party claim, shall be asserted in the responsive pleading thereto. A review of the pending foreclosure action shows that the pending case involves the same claims between the same parties. The foreclosure action has been referred to Judge Coffey and he has jurisdiction over the case.

The Court further notes that a Notice of Motion pursuant to Rule 59(e) S.C.R.C.P. was filed on March 23, 2007 in the foreclosure action. The Temporary Restraining Order was signed by this Court on the same day. The findings in the Temporary Restraining Order are based on the representation that in the application and Complaint of a Bankruptcy proceeding that imposed an automatic stay on the foreclosure action. The Court has taken judicial notice of the Order filed February 15, 2007 wherein the Honorable John Waites, U.S. Bankruptcy Judge for the District of South Carolina, ruled that no automatic stay existed under the last Chapter 13 Bankruptcy filed by the debtor Laura Toney. Those issues are part and parcel of the foreclosure proceeding and must be heard by the judge with the requisite jurisdiction under the Order of Reference.

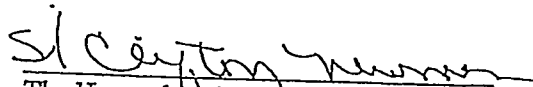
THEREFORE, IT IS ORDERED that the Temporary Restraining Order issued by this Court on March 22, 2007 and filed on March 23, 2007 is hereby rescinded and the stay imposed thereby is dissolved,

IT IS FURTHER ORDERED that this case is dismissed with prejudice due to the pending foreclosure action on the identical issues.

IT IS SO ORDERED.

Williamsburg, South Carolina

April 2, 2007


The Honorable Clifton Newman
Presiding Judge 3rd Judicial Circuit

John Shuter

This document prepared by and after
recording return to:)
DEUTSCHE BANK)
NATIONAL TRUST)
COMPANY AS TRUSTEE)
FOR THE HOLDERS OF)
Name: NEW CENTURY HOME)
EQUITY LOAN TRUST,)
SERIES 2005-A, ASSET)
BACKED PASS-THROUGH)
CERTIFICATES)
Firm c/o "Reta S. Hampton, Esq.")
Address: 1900 The Exchange Building)
500)
Atlanta, GA 30339)
Phone: (770) 977-0933)
Loan No. 84077800)
USLTNo. 85001876)
Other File No. 84077800)

Orangeburg County 08-26-2008
SOUTH CAROLINA
County Revenue Stamp \$33.55
State Revenue Stamp \$79.30

FILED Aug 26, 2008 04:17:17 pm
BOOK 01279
PAGE 0275 thru 0280
INSTRUMENT # 2008003449

FILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

Handwritten Signature
Signature

Above This Line Reserved
For Official Use Only

STATE OF SC

COUNTY OF Orangeburg

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that:
DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS
OF NEW CENTURY HOME EQUITY LOAN TRUST, SERIES 2005-A, ASSET BACKED
PASS-THROUGH CERTIFICATES a corporate entity, (hereinafter know as "Seller/Grantor")

for and in consideration of the sum of Thirty Thousand Five Hundred and 00/100 Dollars,
(\$30,500.00) to it in hand paid at and before the sealing of these presents by:

BOULEVARD INVESTORS (hereinafter known as "Buyer/Grantee") of the State of South
Carolina, whose address is:

1480 Sims St.

Orangeburg SC 29115

FILED IN THE OFFICE OF ASSESSOR
MAP 0173 SHEET 06 BLOCK 16 PARCEL 009
THIS 27 DAY OF August 2008
ORANGEBURG COUNTY JIM MCZEAN, COUNTY ASSESSOR

IN WITNESS WHEREOF, the Grantor has hereunto set his hand, or if corporate, has caused this instrument to be signed by in its corporate name by its duly authorized officers, the day and year first above written.

Darryl Lundy
WITNESS NO. 1 Darryl Lundy
Eric Jordan
WITNESS NO. 2 Eric Jordan

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR THE
HOLDERS OF NEW CENTURY HOME
EQUITY LOAN TRUST, SERIES 2005-A,
ASSET BACKED PASS-THROUGH
CERTIFICATES by COUNTRYWIDE HOME
LOANS, INC. its attorney in fact
Angelina Archivald
BY: Angelina Archivald
ITS: Asst. Secretary

STATE OF TEXAS
COUNTY OF COLLIN

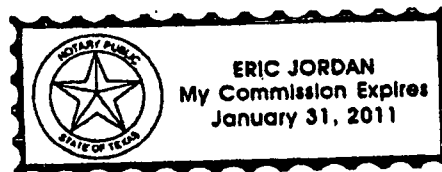
PERSONALLY APPEARED before me Darryl Lundy, Witness No. 1,
and made oath that he/she saw the within named Angelina Archivald
Angelina Archivald authorized signor for COUNTRYWIDE HOME LOANS, INC. its Attorney in Fact for
DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF
NEW CENTURY HOME EQUITY LOAN TRUST, SERIES 2005-A, ASSET BACKED PASS-
THROUGH CERTIFICATES, Seller, sign, seal and as its act and deed deliver the within written
Title to Real Estate and that he/she with Eric Jordan, Witness No. 2,
witnessed the execution thereof.

Sworn to before me on 20 day of August, 2008

Darryl Lundy
WITNESS NO. 1 Darryl Lundy

Eric Jordan
NOTARY PUBLIC, WITNESS NO. 2
Eric Jordan
My commission expires:

Tax ID No.: 069-151-19	
Transfer Tax: \$	
Drafted by and return to after recording:	Send new tax bills to:



DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF NEW CENTURY HOME EQUITY LOAN TRUST, SERIES 2005-A, ASSET BACKED PASS-THROUGH CERTIFICATES	BOULEVARD INVESTORS
c/o "Reta S. Hampton, Esq."	
1900 The Exchange Building 500	
Atlanta, GA 30339	
File No: 85004086	
Client No.: 00249611	
Other No:	

STATE OF SOUTH CAROLINA :
COUNTY OF Ocon :

Date of Transfer of Title

(Closing Date) 8/25, 2008

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:
BOULEVARD INVESTORS

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF NEW CENTURY HOME EQUITY LOAN TRUST, SERIES 2005-A, ASSET BACKED PASS-THROUGH CERTIFICATES, TO BOULEVARD INVESTORS on 8/25/2008

3. Check one of the following: THE DEED IS

- ☒ (a) Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- ☐ (b) Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and stockholder, partner, or owner of the entity or is a transfer to a trust or as distribution to a trust beneficiary.
- ☐ (c) Exempt, or partially exempt, from the recording fees because (exemption #)

(Explanation, if required)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company as Trustee
for the Holders of New Home Equity Loan Trust,
Series 2005-A, asset Backed Pass Through
Certificates

☐ Plaintiff

v.

Laura T. Toney A/K/A Larura A. Toney, Lasalle
Bank National Association, As Trustee For The
Registered Holders Of Structured Asset Investment
Loan Trust, Mortgage Pass-Through Certificates,
Series 2004-11 And Lasalle Bank National
Association, Trustee For Lehman Brothers Structured
Asset Investment Loan Trust Sail 2005-2

☒ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2007-CP-38-807

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

2008 APR 14 P 1:52
FILED FOR RECORD
JESSA W. MURRELL
CLERK OF COURT
ORANGEBURG, SC

Plaintiff's Attorney: <i>Laura Toney</i> N/A, Bar No. <i>Pro se</i> Address: <i>P.O. Box 722</i> <i>Bishopville, SC 29010</i> phone: fax: e-mail: other: <i>(803) 459-6006</i>	Defendant's Attorney: <i>L</i> Henry Guyton Murrell, Bar No. Address: Korn Law Firm, PA PO Box 11264 Columbia, SC 29211 phone: 803-252-5817 fax: 803-252-5827 e-mail: other:
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)	
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)	
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	

SECTION I: Hearing Information			
Nature of Motion: Rule 60			
Estimated Time Needed: 30 min Court Reporter Needed: ☒ YES / ☐ NO			
SECTION II: Motion/Order Type			
☐ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
Signature of Attorney for ☐ Plaintiff / ☐ Defendant _____ Date submitted _____			
SECTION III: Motion Fee			
☒ PAID – AMOUNT: 25.00 ☐ EXEMPT: (check reason) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ Sexually Violent Predator Act ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions </td> <td style="width: 50%; vertical-align: top;"> ☐ State Agency v. Indigent Party ☐ Post-Conviction Relief ☐ Motion for Execution (Rule 69, SCRCP) </td> </tr> </table> Name of Court Reporter: _____ ☐ Other: _____		☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ Sexually Violent Predator Act ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions	☐ State Agency v. Indigent Party ☐ Post-Conviction Relief ☐ Motion for Execution (Rule 69, SCRCP)
☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ Sexually Violent Predator Act ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions	☐ State Agency v. Indigent Party ☐ Post-Conviction Relief ☐ Motion for Execution (Rule 69, SCRCP)		
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE _____ CODE: _____ Date: _____		
CLERK'S VERIFICATION			
Collected by: _____ Date Filed: _____			
☐ MOTION FEE COLLECTED: _____ ☐ CONTESTED – AMOUNT DUE: _____			

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG)

Deutsche Bank National Trust)
Company as Trustee for the Holders) NOTICE OF MOTION AND MOTION
of New Home Equity Loan Trust,) FOR RELIEF FROM JUDGMENT
Series 2005-A, Asset Backed Pass-) PURSUANT TO RULE 60
Through Certificates,)

(NON-JURY MORTGAGE FORECLOSURE)

Plaintiff,)

C/A NO.: 2007-CP-38-807

v.)

DEFICIENCY WAIVED

Laura T. Toney a/k/a Larura A.)
Toney, LaSalle Bank National)
Association, as Trustee for the)
Registered holders of Structured)
Asset Investment Loan Trust,)
Mortgage Pass-Through Certificates,)
Series 2004-11 and LaSalle Bank)
National Association, Trustee for)
Lehman Brothers Structured Asset)
Investment Loan Trust Sail 2005-2,)
Defendants.)

FILED
CLERK OF COURT
ORANGEBURG, SC

2008 APR 14 PM 1:52

TO: DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR
THE HOLDERS OF NEW HOME EQUITY LOAN TRUST, SERIES 2005-A, ASSET
BACKED PASS-THROUGH CERTIFICATES, PLAINTIFF IN THE ABOVE
ACTION, AND H. GUYTON MURRELL, ESQUIRE, ITS ATTORNEY:

YOU WILL PLEASE TAKE NOTICE, that the Defendant, Laura Toney, will
move before the presiding judge on the tenth (10) day of service of this motion or at
another suitable date as set by the court pursuant to the provisions of Rule 60(b) for an
Order granting her relief from the Order of Foreclosure. The motion will be based upon,
but will not be limited to, the following grounds:

1. That, through further investigation, Defendant Toney has learned that the
closing documents were prepared by an out-of-State entity and were not prepared by the
closing attorney as required by South Carolina's Supreme Court. Therefore, the
foreclosure action was based upon documents that violate South Carolina law and create
a defect in the validity of the Order granting the relief to the Plaintiff (See Attached); and

2. That Defendant Toney was not served with a copy of the Lis Penden as
required by South Carolina law and the Lis Penden was not advertised as required by
South Carolina law which makes the Lis Penden null and void (See Attached).

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CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

This motion will further be based upon memoranda, argument of the parties, and such other and further evidence as the court will allow.

Laura Toney

By: *Laura Toney*
Laura Toney

Orangeburg, South Carolina
~~March 14th~~ 2008.
April

ATTEST: TRUE COPY
L. Winnie
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA 835

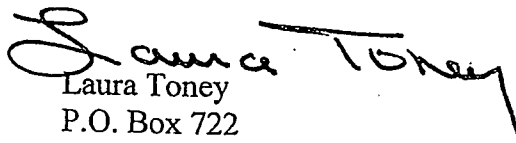
STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG
THE HONORABLE BURGDORF
MASTER-IN-EQUITY
PROOF OF SERVICE

2008 APR 14 P 1:52
FILED FOR RECORD
LISA W. HILL
CLERK OF COURT
ORANGEBURG, SC

RE: LaSalle Bank v. Laura Toney

This is to certify that I, Laura Toney deposited in the United States Mail to on April 14, 2008. The Korn Law Firm a copy of the Motion for a new trial addressed as follows:

1300 Pickens Street
P.O. Box 11264
Columbia, SC 29211


Laura Toney
P.O. Box 722
Bishopville, SC 29010
(803) 459-6006

04-14-2008


Notary for SC

My Commission Expires Nov. 20, 2010

336
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

Cell phone voicemail messages may be delayed

Our agency representatives (who are seldom in the office and usually get their messages via cell phone) have experienced delays between the time the messages are left and the time the cell phone "beeps" to notify them that a message has been received. In an effort to increase our availability and service to agents, we have explored this issue with our cell phone company.

We understand that when a user is traveling in "extended coverage areas", cell phone messages go to the closest tower. That tower may be owned by another cell phone carrier. We are then at the mercy of that company's ability to get the messages out to our carrier and then to us. We are told this happens with all cellular companies.

For this reason, if you call anyone who works with us on his or her cell phone and do not get a reply within several hours, please call our office at 800-922-8814. We will make sure we get a message to the appropriate person. We always respond to agents! You can be assured delay in hearing back from any of us is unintended. Thanks for your assistance and understanding.

"Witness only" closings are not allowed in South Carol

This is a reminder to all agents that "witness only" closings are not allowed in South Carolina. We understand South Carolina closing attorneys are often asked to meet with borrowers to sign documents generated by out-of-state entities in connection with loans to be disbursed by out-of-state entities.

South Carolina lawyers should not participate in these types of closings because of the admonitions of our Supreme Court in *State v. Buyers Service*, 292 S.C. 426, 357 S.E.2d 15 (1987); *Doe v. McMaster*, 355 S.C. 306, 585 S.E.2d 773 (2003) and *In the Matter of Fortson*, (S.C. Supreme Court Case 25898, November 22, 2004).

As early as 1987, in *State v. Buyers Service*, the Court defined the practice of law in the residential closing arena to include: (1) preparing deeds, mortgages, notes and other legal instruments related to mortgage loans and transfers of real property; (2) conducting title examinations and preparing abstracts for anyone other than South Carolina licensed attorneys; (3) conducting real estate and mortgage loan closings; and (4) recording legal documents.

In 2003, in *Doe v. McMaster*, the Court confirmed that *State v. Buyers Service* is still good law and applies to refinances as well as sales. *Doe v. McMaster* also held that South Carolina attorneys must participate in or supervise the following four functions relating to residential closings: (1) title search and subsequent preparation of related documentation; (2) preparation of loan documents; (3) supervising the closing and providing advice to the buyer; and (4) recording legal documents.

Fortson is a 2004 disciplinary case where a lawyer was

suspended for allowing an outside "escrow" company to prepare his closing package the funds for his closings. When an employee of an outside company misappropriated the loan funds, the lawyer reported himself to the Court. The Court stated that the lawyer violates the duty of a lawyer to exercise control over money which belongs to the client and was entrusted to the lawyer as a part of the closing constituted misconduct. So, appendix of four items required by *Buyers Service* and *McMaster* for lawyers to perform in connection with estate closings, *Fortson* adds disbursement of funds as a fifth item.

(It is interesting to note, however, that the *State v. McMaster*, which were approved by the Court, have allowed disbursement by a title company.

Reading these cases together makes it clear that the South Carolina Supreme Court does not allow "witness-only" closings. The Court expects that attorneys maintain their position of control over the residential closing process in South Carolina.

(See, also, the Boyce case discussed on page 337.)



Welcome to the

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Home > Code of Laws Title/Chapter List > Title 15

South Carolina Code of Laws (Unannotated) Current through the end of the 2007 Regular Session

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Title 15 - Civil Remedies and Procedures

CHAPTER 11.

NOTICE OF LIS PENDENS

SECTION 15-11-10. Time when notice of lis pendens may be filed.

In an action affecting the title to real property the plaintiff (a) not more than twenty days before the complaint or at any time afterwards or (b) whenever a warrant of attachment under Section 10 to 15-19-560 shall be issued or at any time afterwards or a defendant when he sets up an affirmative cause of action in his answer and demands substantive relief, at the time of filing his answer or time afterwards if such answer be intended to affect real estate, may file with the clerk of each county in which the property is situated a notice of the pendency of the action, containing the names of the parties to the action and the description of the property in that county affected thereby. If the notice is for the foreclosure of a mortgage such notice must be filed twenty days before judgment and contain the date of the mortgage, the parties thereto and the time and place of recording such mortgage.

SECTION 15-11-20. Pendency as constructive notice; effect.

From the time of filing only, the pendency of the action shall be constructive notice to a purchaser or encumbrancer of the property affected thereby, and every person whose conveyance or encumbrance is subsequently executed or subsequently recorded shall be deemed a subsequent purchaser or encumbrancer and shall be bound by all proceedings taken after the filing of such notice to the extent as if he were made a party to the action. For the purposes of this section, an action shall be deemed to be pending from the time of filing such notice.

SECTION 15-11-30. Service required.

Such notice shall be of no avail unless it shall be followed by the first publication of the summons or order therefor or by the personal service thereof on a defendant within sixty days after such filing.

SECTION 15-11-40. Cancellation of notice.

The court in which the action was commenced, in its discretion at any time after the action is discontinued, or abated, as provided in Section 15-5-190, on application of a person aggrieved by the notice, and on a notice as directed or approved by the court, may order the notice to be cancelled of record by the clerk of any county in whose office the notice is recorded. The cancellation must be made by an endorsement to that effect on the margin of the notice which refers to the order and for which the clerk is entitled to a fee of one dollar.

The lis pendens notice, however, may be cancelled without a court order by the person who filed the notice any time after the action has been settled, discontinued, abated, or dismissed by a court. The submission of a written notice of cancellation to the clerk of court of each county in which the notice was filed or recorded. The clerk may require a fee of one dollar for the effectuation of a cancellation in this manner.

SECTION 15-11-50. Limitation of effect of notice; refiling.

When the summons is published or served as above provided the notice of the pendency of the action shall constitute notice for only five years from the date of the filing of such notice, and, in order to provide constructive notice to a purchaser or encumbrancer of the property affected thereby, if the notice is not renewed within the five-year period or any such period after a refiling, the notice shall be refilled within five years from the date of filing in the first instance and within five years from the date of any such refiling. In the event any such notice be refilled it shall be entered in the book provided therefor as required for the original entry, and the clerk shall note upon the record of the filing that it is a refiling of such notice and shall note thereupon the date of the first entry and the book and page at which such notice is filed.

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust
Company as Trustee for the Holders of
New Century Home Equity Loan Trust,
Series 2005-A, Asset Backed Pass-
Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Investment Loan
Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and
LaSalle Bank National Association,
Trustee for Lehman Brothers
Structured Asset Investment Loan
Trust Sail 2005-2,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A NO:2007-CP-38-807

PLAINTIFF'S RETURN TO
DEFENDANT'S RULE 60 MOTION

2008 APR 21 P 3:28
FILED FOR RECORD
LISA W. HIZELL
CLERK OF COURT
ORANGEBURG, SC

TO: LAURA TONEY, PRO SE DEFENDANT:

In Return and Reply to the Defendant Laura Toney's Motion from Relief from Judgment pursuant to Rule 60(b), the Plaintiff would allege as follows:

General objections

The Defendant does not specify upon what portion of Rule 60(b) SCRPC her motion is based. Clearly, there is no surprise, inadvertence or excusable neglect as required by subparagraph (1). Likewise, there is no newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial as required by subparagraph (2). As set forth herein, the Defendant's arguments lack merit on their face and do not set forth a basis for relief under Rule 60. The Defendant cannot move for relief under Rule 60 merely upon the basis that she has performed a minimal amount of legal research since the

entry of judgment and is should entitled to make every conceivable legal argument whether it has merit or not.

The Defendant Laura Toney has a well-established pattern of bad faith litigation in the civil and bankruptcy courts of South Carolina. The U.S. Bankruptcy Court has prohibited her from filing for relief under any chapter of the U.S. Bankruptcy Code due to her bad faith actions in that forum. She filed a previous pro se Rule 60 Motion in this action that also lacked merit on its face. The Defendant showed up an hour late for the hearing on that motion accompanied by an attorney, Joseph Henry. The motion was denied and withdrawn when Plaintiff's counsel pointed out that the motion was moot since service of the summons and complaint were not being contested.

Attorney Henry represented the Defendant in a previous action for an injunction in another foreclosure. The ex parte injunction in that matter was granted due to the Defendant's representations in her application, submitted by attorney Henry, that Plaintiff's counsel had knowingly violated an automatic stay in bankruptcy. The injunction was dissolved and dismissed with prejudice once the evidence established that no automatic stay was in place. (See Attached **Order dissolving Temporary Restraining Order filed April 2, 2007, 2007-CP-31-66**). Curiously, she has also filed the present motion in this case pro se despite attorney Henry making an appearance at the previous motion hearing and no notice or order relieving him as counsel appearing in the record.

The arguments promulgated by her latest motion, whether they have merit or lack merit, could have been made previously and Plaintiff's counsel would argue that such arguments are now being made as part of the pattern and practice of bad faith litigation and abuse of process by the Defendant Laura Toney.

Service of lis pendens

The Defendant Laura Toney claims that the Lis Pendens is required to be served upon her and the failure to do so renders the foreclosure null and void. The only authority cited by the Defendant is §15-11-10 through §15-11-50, S.C. Code of Laws. Presumably, the Defendant is relying upon §15-11-30. The statute reads:

Section 15-11-30. Service required.

Such notice shall be of no avail unless it shall be followed by the first publication of the summons or an order therefor or by the personal service thereof on a defendant within sixty days after such filing.

The personal service required by the statute for the notice provided by the lis pendens to be effective refers to the summons and not the lis pendens itself. This is equally apparent from reading the provisions of Chapter 11 as a whole and particularly from reading §15-11-10. That statute requires the notice of pendency of an action (i.e. a lis pendens) to be filed not more than twenty days before the complaint or at any time thereafter. The statute further states that the lis pendens can even be filed as late as twenty (2) days before judgment in a foreclosure action. As a matter of economy and efficiency, most practitioners file the lis pendens just prior to or with the Summons and Complaint so that a further title examination and potential amendment of the pleadings is not required. South Carolina Jurisprudence, Volume 27 Mortgages §111 also confirms this commonsense reading of the statute:

The lis pendens must be filed not more than twenty days prior to the filing of the complaint and must be filed at least twenty days before entry of a foreclosure decree. If filed more than twenty days prior to the filing of the complaint, the lis pendens is automatically invalid and need not be declared ineffective. The lis pendens will also be rendered invalid **unless a defendant is personally served with the summons and complaint** or service by publication is commenced within sixty days after the date of filing of such lis pendens.

The procedural argument that the foreclosure is invalid due to a failure to serve the lis pendens is without merit. Assuming that the Defendant's motion is truly pro se, she is still held to the same standard set forth in Rule 11 SCRPC. The motion lacks a good ground to support the allegations contained therein as required by Rule 11(a) SCRPC and the motion is clearly submitted for the purpose of delay. The Defendant should be subject to the sanctions set forth in Rule 11, including reasonable expenses incurred and reasonable attorney's fee and any other appropriate sanctions necessary to maintain the integrity of the court.

Documents for closing prepared out of state

Again, this is an argument that was not made at trial and is not "newly discovered evidence" that would constitute a grounds for relief under Rule 60(b) SCRPC. The Defendant Laura Toney misrepresents the findings contained in the line of cases exemplified by State v. Buyers Service, 292 S.C. 426, 357 S.E.2d 15 (1987) and Doe v. McMaster, 355 S.C. 306, 585 S.E.2d 773 (2003).

The holding of these cases does not state that the closing attorney must prepare every single document to be used in the closing. To the contrary, the McMaster case was a petition to the Supreme Court in its original jurisdiction to determine if a proposed business association of a South Carolina attorney with a lender bank and a title company would violate the prohibition against the unauthorized practice of law. The holding in the case was that as long as the attorney did not abdicate his duty to perform or supervise the four (4) areas set forth in the opinion, the proposed business arrangement did not violate the prohibition. In simple terms, an attorney has to discharge their duties as an attorney and cannot merely show up to "sign off" on the loan documents as a mere witness. As to the preparation of loan documents, the Court held "Lender may prepare legal documents for use in refinancing a loan for real estate as long as an independent attorney reviews and corrects, if needed, the documents to ensure their compliance with law."

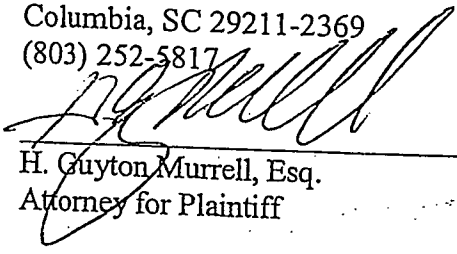
The above argument is based upon the assumption that some or all of the documents for closing were prepared out of state, as is common practice in the industry. However that is not a fact in evidence and Plaintiff would further object to the motion on the basis that it assumes and argues upon facts not in evidence.

As set forth in preceding argument, the motion is set forth upon either a flawed reading of the applicable statutory and caselaw or is a conscious effort at misrepresentation to the court. The Defendant Laura Toney has a proven track record of bad faith litigation and has specifically sought to advance legal arguments through misrepresentation in previous matters. It is anathema to the judicial system in general and the guiding principles of the equity court in particular to permit this type of bad faith litigation to continue unabated. Plaintiff counsel requests that the court deny the Defendant's motion and impose appropriate sanctions, including but not limited an award of reasonable expenses and reasonable attorney's fees in repeatedly having to defend meritless motions.

WHEREFORE, HAVING RETURNED AND REPLIED TO THE
DEFENDANT'S MOTION, Plaintiff requests:

1. That Defendant's Motion be denied;
2. That the Plaintiff's Motion for Sanctions be granted and that an award be enforced through the contempt powers of the court;
3. That Defendant Laura Toney be barred from further motions;
4. For such other and further relief as the Court may deem appropriate.

Korn Law Firm, P.A.
P.O. Box 12369
Columbia, SC 29211-2369
(803) 252-5817



H. Guyton Murrell, Esq.
Attorney for Plaintiff

April 18, 2008
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF LEE

Laura Toney,

PLAINTIFF,

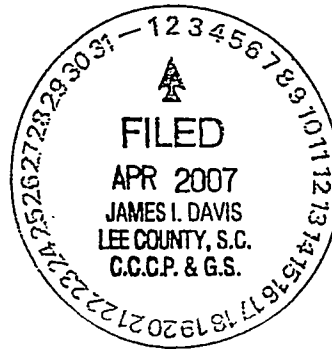
vs.

LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust,
Mortgage Pass-Through Certificates,
Series 2004-11,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A NO:2007-CP-31-66

ORDER DISSOLVING TEMPORARY
RESTRAINING ORDER



This is an action seeking to stay a foreclosure sale scheduled for April 2, 2007 in a separate action, LaSalle Bank v. Laura Toney, Case No. 2005-CP-31-168. This present action was commenced upon an Application for Temporary Restraining Order, Preliminary Injunction and Permanent Injunction filed March 22, 2007. A Summons, verified Complaint and affidavit were also filed on March 22, 2007. Based upon the representations set forth in the application and complaint, this Court issued an Order Granting Temporary Restraining Order filed March 23, 2007 that provided for the foreclosure sale to be stayed pending a hearing to be held March 27, 2007.

Appearing at the hearing were the Plaintiff herein Laura Toney and her attorneys in the present action Joseph Henry and Nathaniel Roberson. Appearing on behalf of the Defendant LaSalle Bank was its counsel of record in the pending foreclosure action, H. Guyton Murrell. At the hearing, attorney Murrell submitted a Return to the Application for Injunction and Restraining Order and the Court received evidence and heard arguments from both parties.

At the commencement of the proceedings, the Court took judicial notice of the pleadings, evidence and orders filed of public record in the pending foreclosure action, LaSalle Bank v. Laura Toney, Case No. 2005-CP-31-168. The Court took judicial notice of the four (4) Chapter 13 Bankruptcy filings by the Plaintiff Laura Toney and the Orders and filings therein.

The record in the pending foreclosure action reflects that Laura Toney is represented by attorney David Weeks. There is a letter dated January 11, 2006 to the Lee County Clerk of Court

and to opposing counsel confirming his representation of the mortgagor and requesting that any future correspondence be addressed to his law office. Pursuant to Rule 11(c) S.C.R.C.P., an attorney may be changed by consent, or upon cause shown, and upon such terms as shall be just, upon application, by order of the court, and not otherwise. The Rule further provides that written notice of change of attorney must be served as provided by Rule 5. The Court finds that this rule has not been complied with in this matter.

As to the issue of the continuing jurisdiction of the hearing officer over any matters related to the foreclosure action, Rule 53(c) S.C.R.C.P. provides that once a matter has been referred, the master of special referee shall exercise all power and authority which a circuit judge sitting without a jury would have in a similar matter. In the foreclosure action, the case was initially referred to the Lee County Master-in-Equity. The Lee County Master-in-Equity notified the moving party and the Clerk of Court in writing that he had a conflict that precluded his hearing the matter. The foreclosure action was subsequently referred to the Clarendon County Master-in-Equity, the Honorable W.C. Coffey, Jr., by Order of Reference executed the Honorable Thomas Cooper filed June 16, 2006. Although the hearing was held outside of Lee County, the Order of Reference was without any language limiting the authority of Judge Coffey or requiring Judge Coffey to hear the case within Lee County. Therefore, Judge Coffey sat with the same authority to adjudicate the foreclosure action as a circuit judge.

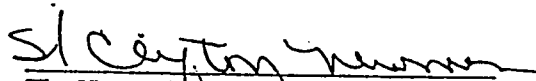
As to the contention in this action that the foreclosure is a separate matter, Rule 12(b) S.C.R.C.P. provides that every defense, in law or fact, to a cause of action in any pleading, whether a claim, counterclaim, cross-claim, or third-party claim, shall be asserted in the responsive pleading thereto. A review of the pending foreclosure action shows that the pending case involves the same claims between the same parties. The foreclosure action has been referred to Judge Coffey and he has jurisdiction over the case.

The Court further notes that a Notice of Motion pursuant to Rule 59(e) S.C.R.C.P. was filed on March 23, 2007 in the foreclosure action. The Temporary Restraining Order was signed by this Court on the same day. The findings in the Temporary Restraining Order are based on the representation that in the application and Complaint of a Bankruptcy proceeding that imposed an automatic stay on the foreclosure action. The Court has taken judicial notice of the Order filed February 15, 2007 wherein the Honorable John Waites, U.S. Bankruptcy Judge for the District of South Carolina, ruled that no automatic stay existed under the last Chapter 13 Bankruptcy filed by the debtor Laura Toney. Those issues are part and parcel of the foreclosure proceeding and must be heard by the judge with the requisite jurisdiction under the Order of Reference.

THEREFORE, IT IS ORDERED that the Temporary Restraining Order issued by this Court on March 22, 2007 and filed on March 23, 2007 is hereby rescinded and the stay imposed thereby is dissolved,

IT IS FURTHER ORDERED that this case is dismissed with prejudice due to the pending foreclosure action on the identical issues.

IT IS SO ORDERED.


The Honorable Clifton Newman
Presiding Judge 3rd Judicial Circuit

Williamsburg, South Carolina

April 2, 2007

STATE OF SOUTH CAROLINA

COUNTY OF LEE

LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust,
Mortgage Pass-Through Certificates, Series
2004-11

PLAINTIFF,

vs.

Laura Toney,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

(NON-JURY
FORECLOSURE)

MORTGAGE

C/A NO:2005-CP-31-169

F99-2321

CERTIFICATE OF MAILING

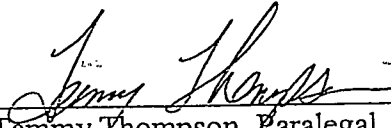
The undersigned hereby certifies that on April 18, 2008, she served one copy of Plaintiff's Return to Defendant's Motion for Relief from Judgment upon the following by depositing a copy of same in the United States Mail, postage prepaid, and addressed as follows:

Laura Toney
P.O. Box 722
Bishopville, SC 29010

Joseph Henry, Esquire
1708-B Richland Street
Columbia, SC 29201

2008 APR 21 P 3:28
FILED FOR RECORD
LISA W. NIZELL
CLERK OF COURT
ORANGEBURG, SC

CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA


Tammy Thompson, Paralegal

April 18 2008
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF Orangeburg
Deutsche Bank

☒ Plaintiff

v.

Laura T. Toney

☐ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

07-CP-38-807

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney: H. Guyton Morrell, Esq.
, Bar No.

Address: PO Box 12369
Columbia SC 29221-2369

phone: fax:
e-mail: other:

Defendant's Attorney:
, Bar No. NONE

Address:
phone: fax:
e-mail: other:

- ☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to be heard by Master in Equity

Estimated Time Needed: 15 min Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

H. Guyton Morrell
Signature of Attorney for ☒ Plaintiff / ☐ Defendant

4-16-08
Date submitted

SECTION III: Motion Fee

- ☒ PAID - AMOUNT: \$ 25.00
☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support
(check reason) ☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE

CODE:

Date: 4-16-08

CLERK'S VERIFICATION

Collected by: _____

- ☐ MOTION FEE COLLECTED: _____
☐ CONTESTED - AMOUNT DUE: _____

FILED FOR RECORD
LISA W. HAZEL
CLERK OF COURT
ORANGEBURG, SC
2008 APR 21 P 4:59
ATTEST TRUE COPY
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA
349
Date Filed:

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust
Company as Trustee for the Holders of
New Century Home Equity Loan Trust,
Series 2005-A, Asset Backed Pass-
Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Investment Loan
Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and
LaSalle Bank National Association,
Trustee for Lehman Brothers
Structured Asset Investment Loan
Trust Sail 2005-2,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A NO:2007-CP-38-807

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR SANCTIONS**

TO: LAURA TONEY, PRO SE DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that the attorney for the plaintiff will move before the court on the tenth (10th) day after service of this motion, or as seen thereafter as counsel may be heard, for an Order imposing sanctions against the Defendant Laura Toney for the filing of a motion that is frivolous and without merit on its fact and in violation of Rule 11(a) S.C.R.C.P. Plaintiff seeks an Order requiring the Defendant Laura Toney to pay Plaintiff the reasonable costs and attorneys fees incurred in responding to this motion, a previous frivolous motion and also to bar the Defendant Laura Toney from filing any further motions in this matter.

2007 APR 2 4:49 PM
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA
350

This Motion is made on the grounds that the Rule 60(b) Motion filed the Defendant Laura Toney is based upon a defective interpretation of the relevant statutory and caselaw and the motion lacks merit on its face. The Plaintiff would further show that the Defendant Laura Toney has a well-established pattern and practice of bad faith actions in the civil and bankruptcy courts of this state. Plaintiff would show that there is no good ground to support her motion in this matter and her motion is interposed for the purpose of delay. This Motion for sanctions based on the pleadings in this case, affidavits, loan documents, relevant Orders of the U.S. Bankruptcy Court for the District of South Carolina, other civil matters, and the applicable statutory and case law.

Korn Law Firm, P.A.
P.O. Box 12369
Columbia, SC 29211-2369
(803) 252-5817


H. Guyton Murrell, Esq.
Attorney for Plaintiff

April 15, 2006
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Deutsche Bank National Trust Company as
Trustee for the Holders of New Century
Home Equity Loan Trust, Series 2005-A,
Asset Backed Pass-Through Certificates,

PLAINTIFF,

vs.

Laura T. Toney a/k/a Laura A. Toney,
LaSalle Bank National Association, as
Trustee for the registered holders of
Structured Asset Investment Loan Trust,
Mortgage Pass-Through Certificates, Series
2004-11 and LaSalle Bank National
Association, Trustee for Lehman Brothers
Structured Asset Investment Loan Trust Sail
2005-2,

DEFENDANT(S).

F27-02370

IN THE COURT OF COMMON PLEAS

C/A NO:2007-CP-38-807

(NON-JURY
FORECLOSURE)

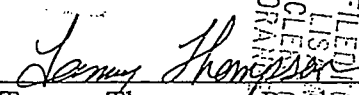
MORTGAGE

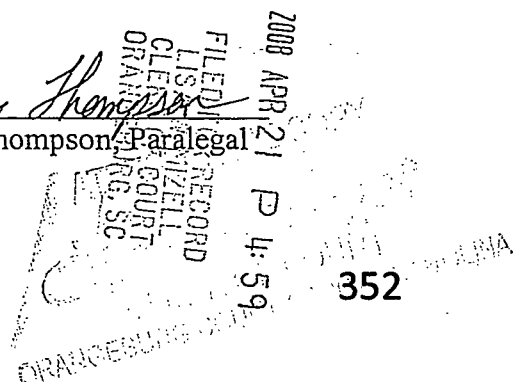
CERTIFICATE OF MAILING

The undersigned hereby certifies that on April 16, 2008, she served one copy of Plaintiff's Notice of Motion & Motion for Sanctions upon the following by depositing a copy of same in the United States Mail, postage prepaid, and addressed as follows:

Laura Toney
P.O. Box 722
Bishopville, SC 29010

April 16, 2008
Columbia, South Carolina


Tammy Thompson, Paralegal



1254-
0294

D-BK:01254 PG:0294

KORN LAW FIRM

P. O. BOX 12389
COLUMBIA, SC 29211-2389

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

DEED

(PUBLIC SALE)

C/A NO: 2007-CP-38-807

F27-02370

To Whom These Presents shall concern:

I, O. Davie Burgdorf, as Master in Equity for Orangeburg County, State of South Carolina, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Orangeburg County between Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates and Laura T. Toney a/k/a Laura A. Toney, LaSalle Bank National Association, as Trustee for the registered holders of Structured Asset Securities Corporation, Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-11 and LaSalle, Bank National Association, Trustee for Lehman Brothers Structured Asset Investment Loan Trust Sail 2005-2 as Defendants, the Judge of said County by Order passed on January 10, 2008 did decree that the property described should be sold by the Master in Equity for Orangeburg County on the terms and for the purposes mentioned in the order granted in the case; and WHEREAS, I the undersigned, as Master in Equity for Orangeburg County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on February 4, 2008 for the sum of Forty Thousand And 00/100 (\$40,000.00) Dollars, said sum being the highest amount bid, to Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates, its successors and assigns.

NOW, KNOW ALL MEN, That I, the undersigned, as Master in Equity for Orangeburg County, pursuant to the forgoing and also in consideration of the said bid paid as the aforesaid by the said herein below named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant bargain and release the following described property unto the grantee, Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificates, its successors and assigns.

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the City of Orangeburg, County of Orangeburg, State of South Carolina, being shown as a portions of Lots 26, 27 and 29, Boulevard Terrace, containing 0.10 acre, as shown on that plat of survey prepared for Angela Y. Spigner by Donald J. Smith, Jr., RLS, dated January 27, 1996 and recorded in the office of the Register of Deeds for Orangeburg County in Plat Book 75-S at page 332. Being bounded and measuring generally as follows: On the Northeast by Lot 29, property now or formerly of Jerold Keitt, measuring thereon fifty-eight and forty hundredths (58.40') feet; on the Southeast by portion of Lot 26, 27 and 28, property now or formerly of David Hodgson, measuring thereon seventy four and ninety six hundredths (74.96') feet; on the Southwest by Spring Street, sixty and ninety two hundredths (60.92') feet; and on the Northwest by Lot 6, Block "B", property now or formerly of Lamar Judy, measuring thereon seventy four and ninety eight hundredths (74.98') feet.

ENTERED IN THE OFFICE OF ASSESSOR
MAP 0173 SHEET 06 BLOCK 16 PARCEL 09
THIS 12 DAY OF March 2008
ORANGEBURG COUNTY JIM McLEAN, COUNTY ASSESSOR

FILED Mar 06, 2008 11:24:11 am
BOOK 01254
PAGE 0294 THRU 0298
INSTRUMENT # 2008001070

FILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

Gail Laney
Signature

353

This conveyance is made subject to any and all existing reservations, easements, right-of-way, zoning ordinances, and restrictive or protective covenants that may appear of record or on the premises.

This being the property conveyed to Laura T. Toney by deed from Carrie Bell Thomas, dated October 2, 2003 and recorded on October 6, 2003, in Book 1006 at Page 315, in the Register of Deeds Office for Orangeburg County, South Carolina.

1030 Spring Street, Orangeburg, SC 29117

TMS # 0173-06-16-009.000

0034450

Grantees Address: 7105 Corporate Drive
PTX-B-35 Plano, TX 75024

TOGETHER, with all the singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Orangeburg County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 30 day of February the year of our Lord Two Thousand Eight, and in the Two Hundred and Thirtieth ^{my-second} year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Reene B Wingard
F. Janet Porterfield

O. Davie Burgdorf
Master in Equity for Orangeburg

(L.S.)

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

C/A NO: 2007-CP-38-807

PERSONALLY APPEARED the undersigned witness and made oath that (s)he saw O. Davie Burgdorf, as Master in Equity for Orangeburg County, sign, seal, and deliver the within Deed; and that deponent together with the other witness signed their names as witnesses thereto.

Loree S. Wingard

SWORN to before me this
20 day of February, 2008

F. Janet Porterfield (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8-12-2013

This deed was prepared by Korn Law Firm, P.A., Attorney at Law, 1300 Pickens Street, Columbia, SC 29201

Index: Laura T. Toney
Master in Equity

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

D-BK:01254 PG:0297

AFFIDAVIT

F27-02370

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property located at 1030 Spring Street, Orangeburg, SC 29117, bearing Tax Map Number 0173-06-16-009.000, was transferred by O. DavieBurgdorf, as Master in Equity to Deutsche Bank National Trust Company As Trustee For The Holders Of New Century Home Equity Loan Trust, Series 2005-A, Asset Backed Pass-Through Certificate.
3. Check one of the following: The DEED is
 - (a) _____ subject to the deed recording fees as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ EXEMPT FROM RECORDING FEES AS FOLLOWS:
 - _____ #2 Transferred to a Government Agency
 - ☒ #13 Transferred to Mortgage by Foreclosure or Deed in Lieu of Foreclosure
 - _____ Other _____
4. Complete the following if either item 3(a) or 3(b) above has been checked.
 - (a) \$_____ The fee is computed on the consideration paid or to be paid in money or money's worth.
5. Check YES _____ or NO ~~XXXX~~ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$_____ the amount listed in item 4 above.
 - (b) \$_____ the amount listed in item 5 above.
 - (c) \$_____ subtract Line 6(b) from Line 6(a).
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee is \$ 10.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected to the transaction as: Plaintiff's Attorney
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 4
Day of March, 2008

Notary Public for South Carolina
My Commission Expires: 7/19/14

Responsible Person Connected with this Transaction

INFORMATION

D-BK:01254 PG:0298

Except as provided in this paragraph, the term value means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the owner of the entity, and in the case of realty transferred to a corporation, a partnership, or other entity and a stockholder, partner, or realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

KORN LAW FIRM, P. A.
POST OFFICE BOX 11264,
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211
(803) 252-5817

February 11, 2009

Orangeburg County Master-in-Equity
P.O. Drawer 9000
Orangeburg, SC 29116

Re: Deutsche Bank v. Laura Toney, et al
Case No.2007-CP-38-807
File No. F27-02370

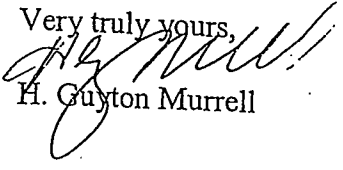
Dear Judge Burgdorf:

Please permit this letter to serve as my response to the accusations by Ms. Toney's bankruptcy attorney that I violated the bankruptcy stay by scheduling a hearing for February 11, 2009 at 10:30 a.m. on Ms. Toney's Motion for Reconsideration in the above noted matter. I was very surprised by attorney French's statements given that I had discussed the matter with him at length and he had assured me that the hearing would not be deemed a violation of the stay.

The motion was filed by Ms. Toney pro se despite her having an attorney of record. **The hearing was scheduled by Ms. Toney and not me.** Ms. Toney prepared and sent a notice of hearing, a copy of which is enclosed. The notice drafted by Ms. Toney was defective in that it did not provide notice of the hearing to any of the other parties or to the court. After discussing the matter with attorney French and the Chapter 13 trustee, I was assured that the hearing was not a violation of the stay given that the hearing was being held at the insistence of Ms. Toney. Therefore, I prepared and mailed a notice of hearing that corrected the defects in Ms. Toney's notice.

The notice I prepared on January 27, 2009 confirmed that I had advised the court and all parties of Ms. Toney's Chapter 13 Bankruptcy. I categorically deny attorney French's allegations of improper conduct.

Very truly yours,


H. Guyton Murrell

cc:

Kenneth Young, Esquire
23 W. Calhoun Street
Sumter, SC 29150

Elizabeth Polk, Esquire
P.O. Box 2065
Columbia, SC 29202

Orangeburg County Clerk of Court
P.O. Drawer 9000
Orangeburg, SC 29116

Shawn M. French, Esquire
1476 Ben Sawyer Blvd, Suite 3
Mt. Pleasant, SC 29464

Joy S. Goodwin, Esquire
Chapter 13 Trustee
1813 Laurel Street
Columbia, SC 29201

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
CASE NO. 2007-CP-38-807

Deutsche Bank

PLAINTIFF

NOTICE OF HEARING

v.

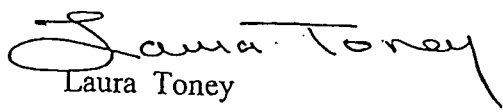
Laura Toney

DEFENDANT.

TO: Korn Law Firm
P.O. Box 11264
1300 Pickens Street
Columbia, SC 29211

PLEASE BE ADVISED that a hearing has been scheduled in this matter for February 11, 2009, at 10:30 AM before The Honorable O. Davie Burgdorf, Master-In-Equity for Orangeburg County at the Orangeburg County Courthouse, 190 Gibson Street, Orangeburg, South Carolina.

January ²³~~20~~, 2009


Laura Toney

P.O. Box 722
Bishopville, SC 29010

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
CASE NO. 2007-CP-38-807

Deutsche Bank

PLAINTIFF

v.

Laura Toney

DEFENDANT

CERTIFICATE OF MAILING

I, Laura Toney, Defendant, certify that I served a copy of the Notice of Hearing on the Korn Law Firm via United States Mail on January ²³20, 2009, addressed as follows:

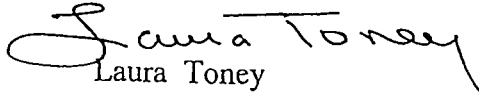
Korn Law Firm

P.O. Box 11264

1300 Pickens Street

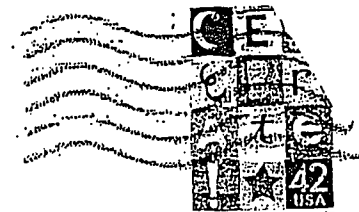
Columbia, SC 29211

January ²³20, 2009


Laura Toney

Laura Toney
P.O. Box 722
Bishopville, SC 29010

COLUMBIA SC 292
23 JAN 2009 PM 3:1



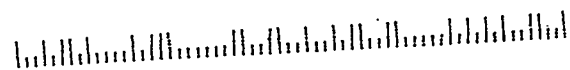
Korn Law Firm
P.O. Box 11264
1300 Pickens Street
Columbia, SC 29211

11264

KORN LAW FIRM

H.H.

29201+3460



**KORN LAW FIRM, P. A.
POST OFFICE BOX 11264,
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211
(803) 252-5817**

September 11, 2008

Fax (803) 533-5898 & regular mail
Orangeburg County Master-in-Equity
P.O. Drawer 9000
Orangeburg, SC 29116

Re: Deutsche Bank v. Laura Toney, et al
Case No. 2007-CP-38-807
File No. F27-02370

Dear Judge Burgdorf:

This letter is in response and in objection to the "report" submitted by opposing counsel. It was apparently submitted to your office by fax but was submitted to my office by regular mail. The failure to provide the document to me in the same time and manner as it was sent to your office is improper.

It is my understanding that Ms. Toney was barred from presenting any further evidence unless she posted the requisite bond and this submission by opposing counsel appears to be in direct violation of the order previously issued so I would object to it on that basis. Without delving into the lack of qualifications by Mr. Dawson, I would note that the document is not even submitted in affidavit form as required by the rules. The "examination" does not employ any reliable or objective standards. It uses documents supplied by Ms. Toney as the supposed control documents for examination. The documents which Ms. Toney admitted were signed by her at the closing were apparently not used or reviewed by Mr. Dawson. Instead, Mr. Dawson apparently used documents that, assuming they were signed by Ms. Toney, were executed long before or long after the loan documents. Mr. Dawson appears to have merely rubberstamped his prior report issued in the Lee County case and did not even use any new or different documents. That "report" was determined unpersuasive in the prior litigation and the new "report" seems to be merely a rubberstamp of the prior submission.

I previously requested that the Court take judicial notice of the Defendant's prior bankruptcies and a copy of the relevant orders were submitted into evidence. I have enclosed a copy of Schedule D from her Bankruptcy Case #06-05381-dd where she expressly acknowledged that the mortgage debt was a perfected secured lien. Also attached is Schedule B wherein she was required to state in paragraph 21 **under penal** 963

of perjury any "contingent and unliquidated counterclaims claims of every nature, including ... counterclaims of the debtor and rights to setoff claims". I have also enclosed the proof of claim served on Ms. Toney in the bankruptcy, which was approved by the U.S. Bankruptcy Court in the case. This clearly acts as judicial estoppel. The caselaw is well established that Ms. Toney cannot take an inconsistent stance in this litigation than in the prior bankruptcy. Ms. Toney may have been pro se in the bankruptcy, but she spent a great deal of time and thought on the case. She even requested a breakdown of the escrow analysis for the loan, which was provided to her.

As in the prior case, this "report" is an opinion only and is not an objective examination that can be viewed as accurate. Also as in the prior case, there was reliable eyewitness testimony that Ms. Toney signed the documents. Ms. Toney does not dispute that she made payments on the account as required by the note for one (1) year. She was served a copy of the note with the proof of claim and it was accepted and incorporated into her bankruptcy. She does not dispute that she was served with the pleadings in this matter and is in default. Her previous testimony was that she got the loan proceeds from the mortgage broker. The cancelled check from the closing attorney's trust account clearly established that her testimony was at least misleading. I still argue that it constituted perjury and that appeared to be the only reason your honor set the case for further hearing.

I would request that your honor enforce the prior ruling, exclude the "report" due to the failure to post the requisite bond and grant my motion for sanctions. The orders I submitted clearly prove Laura Toney's record of bad faith litigation and dilatory tactics in the trial courts, U.S. Bankruptcy Court and the South Carolina Appellate Court. In this case, she filed a Rule 59 motion that was frivolous. She then filed the present Rule 60 motion and the two (2) grounds stated in the motion are frivolous on their face. Over my objections, she gave either misleading testimony or perjury as to disbursement of the loan proceeds. Her attorney apparently subpoenaed the loan officer to appear with his file and did not serve me with a copy of the subpoena as expressly required by Rule 45(b)(1). Now her attorney directly violated the court's prior order by submitting a "report" without posting the requisite bond.

I strongly disagree with attorney Young that this is "whole new situation". This is exactly the same pattern of bad faith litigation, dilatory tactics and disregard for the court rules that has been employed in the prior litigation in Lee County. I would request that the enforce its prior ruling, exclude and disregard the "report" and maintain the integrity of the legal process by sanctioning the clear violations of both the rules of court and the express rulings previously issued.

Your attention in this matter is very much appreciated.

Very truly yours,

H. Guyton Murrell

cc:

Fax (803) 773-4374 & regular mail

Kenneth Young, Esquire

23 W. Calhoun Street

Sumter, SC 29150

IN THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY

Court of Common Pleas

O. Davie Burgdorf, Master-In-Equity

Case No. 2007-CP-38-807

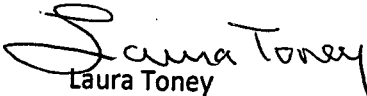
LaSalle Bank National Association, as
Trustee for the Registered Holders of
Structured Asset Securities Corporation,
Structured Asset Investment Loan Trust,
Mortgage Pass-Through Certificates, Series
2004-11 and LaSalle Bank National
Association, Trustee for Lehman Brothers
Structured Asset Investment Loan Trust
Sail 2005-2 of whom
Laura Toney is.....Appellant,

Vs.

Deutsche Bank National Trust Company as Trustee
For the Holders of New Century Home Equity Loan
Trust, Series 2005-A, Asset Backed Pass-Through
Certificates.....Respondent.

CERTIFICATE OF COUNSEL

Pursuant to rule 210(g), the Appellant certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other materials.


Laura Toney

IN THE STATE OF SOUTH CAROLINA

In The Court of Appeals

**APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas**

O. Davie Burgdorf, Master In Equity

Case No. 2007-CP-38-807

Deutsche Bank National Trust Company as Trustee
For the Holders of New Century Home Equity Loan
Trust, Series 2005-A, Asset Backed Pass-Through
Certificates.....Respondent,
v.

Laura Toney, LaSalle Bank National Association, as
Trustee for the Registered Holders of Structured Asset
Securities Corporation, Structured Asset
Investment Loan Trust, Mortgage Pass-Through
Certificates, Series 2004-11 and LaSalle Bank
National Association, Trustee for Lehman Brothers
Structured Asset Investment Loan Trust Sail 2005-2
Of Whom
Laura Toney is.....Appellant.

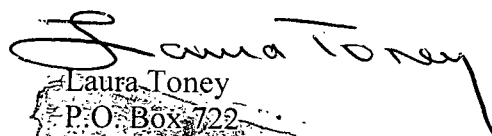
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MAR 07 2013

SC Court of Appeals

CERTIFICATE OF SERVICE

I, Laura Toney, certify that she mailed a copy of the Record on Appeal to the Korn Law Firm via United States Postal Service addressed as follows: P.O. Box 11264, Columbia, SC 29211 on March 7, 2013.


Laura Toney
P.O. Box 722
Bishopville, SC 29010