

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CASE NUMBER:2012-CP-10-4463

Springleaf Financial Services of South)
Carolina Inc. f/k/a American General)
Financial Services, Inc., as assignee of)
Decision One Mortgage Company, LLC,)

Plaintiff,)

-versus-)

Richard Singleton, Sr., deceased, Bernice)
L. Harper, Richardine Singleton-Brown)
individually and as Personal)
Representative of the Estate of Richard)
Singleton Sr., Richard M. Singleton Jr.,)
Marcella T. Singleton, Kelvin Singleton,)
Sharrie Singleton Abrams a/k/a Sharrie)
Singleton, Household Finance)
Corporation II, LVNV Funding LLC,)
South Carolina Department of Revenue)
and Midland Funding LLC,)

Defendants.)

(006214)

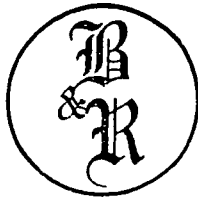
ORDER OF REFERENCE

FILED
2012 OCT -5 AM 11:20
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

The within action being for foreclosure of a mortgage, upon motion of the plaintiff's counsel, it is

ORDERED that this case is referred, pursuant to Rule 53 SCRPC, to the Honorable Mikell R. Scarborough, who shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment; hearing any issues, including motions, after sale or judgment;





Brush
Rubinstein, P.A.
Attorneys at Law

EXHIBIT-2

12-A Carriage Lane
P.O. Box 31459
Charleston, South Carolina 29417
(803) 766-5576 Fax (803) 766-9152

786 Johnnie Dodds Blvd.,
Suite B-2
Mt. Pleasant, South Carolina 29464
(803) 856-9255 Fax (803) 856-9257

November 8, 1996

Ms. Bernice L. Harper
2115 Sol Leuare Road
Charleston, SC 29412

RE: Our File No. 95-5788

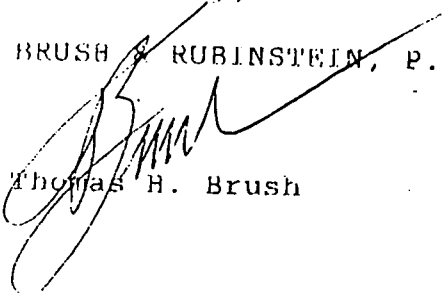
Dear Ms. Harper:

Enclosed please find the original Deed to the property which has been properly recorded at the Courthouse. We would suggest that you put this Deed away in a safe place.

We would like to thank you for allowing this office to handle this transaction. If we can again, in the future, be of legal assistance to you, please do not hesitate to give us a call.

Yours truly,

BRUSH & RUBINSTEIN, P.A.


Thomas H. Brush

mij/thb
Enclosure

EXHIBIT

EXHIBIT-3

After Recording Return To:

BKG 394 PG 470

Decision One Mortgage Company, LLC
6060 J.A. Jones Drive, Suite 1000
Charlotte, North Carolina 28287
This instrument was prepared by

After recording, return to:
HALL LAW FIRM, PC.
1316 Richland Street
Columbia, SC 29201

RECEIVED

MAY 01 2014

SC Court of Appeals

8023-371301

[Space Above This Line For Recording Data]

Loan Number 2010-01122479-031

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 **DECEMBER 20, 2001**, together with all Riders to this document.
- (B) "Borrower" is **RICHARD SINGLETON and BERNICE L. HARPER**. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is **Decision One Mortgage Company, LLC**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **NORTH CAROLINA**. Lender's address is **6060 J.A. JONES DRIVE, SUITE 1000, CHARLOTTE, NORTH CAROLINA 28287**. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated **DECEMBER 20, 2001**. The Note states that Borrower owes Lender **ONE HUNDRED SIXTY-ONE THOUSAND AND 00/100ths Dollars (U.S.\$161,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 26, 2031**.
- (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):

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

CERTIFIED TRUE COPY
CHARLIE LYBRAND
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, SC
DATE: 11-21-2013
BY: Charlie Lybrand
NP24

EXHIBIT

(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. § 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.

(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 CHARLESTON:
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED SCHEDULE "A"

which currently has the address of 2172 EDWARD D. SINGLETON DRIVE
[Street]
CHARLESTON, South Carolina 29412 ("Property Address");
[City] [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 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 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 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 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 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.

(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.

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.

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 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.

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 § 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.

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:

Joseph S. Campbell

Richard Singleton (Seal)
RICHARD SINGLETON -Borrower

Audrea d. Saylor

Bernice L. Harper (Seal)
BERNICE L. HARPER -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

State of SOUTH CAROLINA
County of Beaufort Charleston

The foregoing instrument was acknowledged before me this DECEMBER 20, 2001 by RICHARD SINGLETON and BERNICE L. HARPER.

(Seal)

Audrea d. Saylor
Notary Public, for South Carolina
My Commission Expires 8-16-2011

Exhibit A

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on James Island, Charleston County, South Carolina, known and designated as Lot 8 on a plat entitled "Subdivision for Toby T. Singleton of TMS 330-10-00-22 and 23 into Lots 5 through 11 and Residual, James Island, Charleston County, S.C." by R. T. Dubis, PE & LS, which plat is dated December 2, 1980 and recorded in the ROD Office for Charleston County, South Carolina in Plat Book AS at page 50. Said plat is incorporated herein by reference.

This being the same property conveyed to Richard Singleton by Deed of Toby T. Singleton dated September 27, 1983 and recorded October 10, 1983 in the ROD Office for Charleston County in Book G133 at page 303, and a Deed from Roger M. Young, as Master in Equity for Charleston County dated February 1, 1996 and recorded February 9, 1996 in Book D265 at page 14 in said ROD Office. Thereafter, the said Richard Singleton conveyed a one-half interest in subject property to Bernice L. Harper by Deed dated September 12, 1996, and recorded September 13, 1996, in Book D274 at Page 195 in the ROD Office for Charleston County, South Carolina.

TMS #331-10-00-042

Address: 2172 Edward D. Singleton Drive, Charleston, SC 29412

BKG 394PG482

Hall Law Firm
1316 Richland Street
Columbia, SC 29201
Env.

CAAL
A

FILED

G394-470
2002 JAN 17 PM 12:36

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

18.00
C

EXHIBIT



South Carolina
Legal Services

EXHIBIT-4

2803 Carner Avenue, North Charleston South Carolina 29405
Phone: (843) 720-7044 Fax: (843) 760-1090
www.sclegal.org / www.lawhelp.org/sc

September 25, 2009

Delivery: First Class U.S. Mail/ Return Receipt Requested

Ms. Bernice L. Harper
809 W. 5th Street
St. Augustine, Florida 32084

In Re: Richard Singleton/Quick Claim Deed

Dear Ms. Harper:

Please execute the enclosed Deed in the presence of a notary and two witnesses. As you know, the deed is necessary in order for Mr. Singleton to obtain a reverse mortgage with ~~Reverse Mortgage~~, U.S.A. to prevent foreclosure by American General.

Please return the executed deed in the enclosed Self-Addressed Stamped Envelope at your earliest convenience.

After the closing, you will be sent a check and a satisfaction of consideration to sign indicating that you received the Eight Thousand dollars (\$8,000).

We appreciate your consideration and cooperation in this matter. Please contact me if you have any questions at 843-266-2172.

Sincerely,

Rita J. Roache
Staff Attorney

Enclosure as stated

RJR/cis



EXHIBIT

AMERICAN GENERAL FINANCE
 1836 ASHLEY RIVER RD STE 1091
 CHARLESTON, SC 29407-4781

**AMERICAN
 GENERAL
 FINANCIAL SERVICES**

Account Number: 17756863
 Statement Date: Aug 21, 2009
 Regular Payment: \$1,103.77
 Payment must be received on or before: Sep 05, 2009
 Additional Past Due Charges Accrue if Payment is Received After:

Item Description	Amount
Account Summary	
Current Amount Due	\$1,103.77
Past Due Amount	\$2,207.54
Past Due Charges	\$0.00
Total Amount Due	\$3,311.31

+ 0252045 000015743 0A6D13
 RICHARD SINGLETON
 2172 EDWARD D SINGLETON
 CHARLESTON, SC 29412-8557



EXHIBIT-5

Please refer questions or requests for money to the address above. You may also contact us by phone at (843) 556-6556 or on the internet at agfinance.com. Please include your name and account number on any correspondence.

Activity Since Last Statement

Account Summary	Date	Amount	Charges or Interest	Principal	Balance
Previous Balance					\$144,940.73
Payment	Jul 28, 2009	\$1,104.00	\$1,101.55	\$2.45	\$144,938.28



YOUR ACCOUNT IS PAST DUE. IF THERE IS A PROBLEM, PLEASE CALL (843) 556-6556 . WE MAY BE ABLE TO HELP. IF YOU HAVE ALREADY SENT YOUR PAST DUE AMOUNT, THANK YOU.

AMERICAN
 GENERAL
 FINANCIAL SERVICES

Contact us on the internet at agfinance.com

Page 1 of 1

All loans are subject to normal credit policy.

Retain this portion for your records

SLP16

SC0269-000

Please detach and return this portion with your payment
 Please stop by our office or use the enclosed envelope to return your payment to the address below.
 CHECK HERE FOR SPECIAL PAYMENT APPLICATION AND/OR ADDRESS CORRECTION

Account Number:

154817756863

EXHIBIT

Am. Gen. Financial Svcs., Inc.
P.O. BOX 3893
EVANSVILLE IN 47737-3893
Fax #: 1-(888)849-7508

EXHIBIT - 6

September 3, 2002

Final Notice

RICHARD SINGLETON
2172 EDWARD D SINGLETON DR
CHARLESTON, SC 29412-8557

Dear RICHARD SINGLETON
ACCOUNT NO 17756863

We recently asked you to furnish us with current proof of adequate insurance on your dwelling location used as collateral on your loan with us. To date we have not received the information requested on the dwelling below:

2172 EDWARD D SINGLETON DR CHARLESTON SC 29412

Your loan agreement requires that you maintain insurance coverage on this collateral. The insurance must list Am. Gen. Financial Svcs., Inc. as loss payee. In accordance with our rights under the loan agreement, we are obtaining dwelling insurance for you.

The premium for this insurance will be \$2,089. The coverage will be effective 08/11/02 and expire on 08/11/03. The premium will be added to your account, and interest charged at the rate stated in your loan agreement. A separate notice will be forwarded to you detailing the premium, interest, and new monthly payment. Your next billing statement will also reflect these changes. To avoid interest charges, you may, at your option, pay for this coverage by sending us a check to the above address.

THE COVERAGE WE ARE OBTAINING FOR YOUR DWELLING:

- **WILL NOT PROVIDE ANY LIABILITY INSURANCE** for bodily injury or other property damage; and
- **WILL NOT PROVIDE ANY COVERAGE FOR DWELLING CONTENTS.**

If we receive current proof of adequate insurance, we will cancel the insurance we purchased for you and refund the unearned premium charges.

If you have any questions, you may contact us at 1-(888)849-7510 Monday - Friday, 8:00 am to 5:00 pm CST. Thank you for your cooperation.

Sincerely,

Am. Gen. Financial Svcs., Inc.

EXHIBIT

EXHIBIT-7

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE FAMILY COURT
NINTH JUDICIAL CIRCUIT

RICHARD SINGLETON)
Plaintiff,)

vs.)

BERNICE L. HARPER)
Defendant.)

Docket No. 10-CP-10-520

VERIFICATION

2010 JUL -8 PM 3:04
JULIE J. ARHSTROPH
CLERK OF COURT

FILED

I, RICHARD SINGLETON, appearing first before the Notary Public, state that I am the Plaintiff/ Defendant) in this matter. I have read the attached (Complaint/ Answer/ Counterclaim) and know or believe the contents and allegations are true to the best of my knowledge, except for those matters stated which are alleged on information and belief.

Sworn to before me this
29 day of June, 2010

Richard J. Blom
Notary Public of South Carolina

Richard Singleton
 Plaintiff/ Defendant)

My Commission expires: August 6, 2018

EXHIBIT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

RICHARD SINGLETON, SR.

Plaintiff(s)

vs.

BERNICE L. HARPER

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

10-CP - 10- 5401

(Please Print)

Submitted By: RICHARDINE SINGLETON-BROWN

Address: 2803 CARNER AVENUE, N. CHAS. 29405

SC Bar #: 77568

Telephone #: 843-266-2163

Fax #: 843-760-1090

Other:

E-mail: richardinebrown@sclegal.org

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 filled 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. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Breach of Contract (140)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220)
Torts - Personal Injury: Assault/Slander/Label (300), Conversion (310), Motor Vehicle Accident (320)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720)
Administrative Law/Relief: Reinstatement Driver's License (800), Judicial Review (810), Relief (820)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920)
Special/Complex/Other: Environmental (600), Automobile Arb (610), Medical (620)

Submitting Party Signature:

[Handwritten Signature]

Date: June 29, 2010

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

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.**



**South Carolina
Legal Services**

2803 Carner Avenue, North Charleston South Carolina 29405
Phone: (843) 720-7044 Fax: (843) 760-1090
www.sclegal.org / www.lawhelp.org/sc

July 21, 2010

Ms. Bernice Harper
809 W. 5th Street
St. Augustine, Florida 32084

**In re: Richard Singleton, Sr. vs. Bernice L. Harper
Case Number: 10-CP-10-5401**

Dear Ms. Harper:

Enclosed please find a copy of the **Civil Action Coversheet, Summons, Complaint, and Verification** that I hereby serve upon you.

Sincerely,

Richardine Singleton-Brown, Esquire

RSB/
Enclosures as stated

Cc: Hugh Davis, Esquire



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

RICHARD SINGLETON, SR.)
Plaintiff,)

CASE NUMBER: 10-CP-10- 5401

versus)

BERNICE L. HARPER,)
Defendant.)

COMPLAINT

BY _____
JULIE J. ARMSTRONG
CLERK OF COURT
2010 JUL -8 PM 3:01

FILED

Now comes, Richard Singleton, Plaintiff, by and through his attorneys, Richardine Singleton-Brown and Hugh Davis, before this Honorable Court to show the following:

JURISDICTION OF THE COURT

Plaintiff, Richard Singleton, Sr., complaining of defendant named above, alleges and says:

1. The Plaintiff, Richard Singleton, Sr., is a citizen and resident of the County of Charleston, State of South Carolina.
2. The Plaintiff is informed and believes that the Defendant, Bernice L. Harper is a citizen and resident of the County of St. Johns, State of Florida.

FOR A FIRST CAUSE OF ACTION
BREACH OF CONTRACT

3. Plaintiff entered into an oral contract with Defendant Bernice Harper in contemplation of marriage on or about August 20, 1996 before the construction of Plaintiff's home located at 2172 Edward D. Singleton Drive, in the County of Charleston, in Charleston, South Carolina.
4. As a condition precedent Plaintiff and Defendant agreed to marriage and to the conveyance by deed of one -half (1/2) undivided interest in Plaintiff's property

and subsequent completion of Plaintiff's home located at 2172 Edward D. Singleton Drive, in Charleston, South Carolina.

5. That Plaintiff signed a one-half (1/2) undivided interest of his land to Defendant by General Warranty Deed as agreed and recorded the deed in Book D274 at page 195 Charleston County RMC Office on September 12, 1996.
6. That Plaintiff conveyed the same property originally conveyed to Plaintiff by Master Deed by his uncle, Toby T. Singleton, dated September 27, 1983 and recorded in the R.M.C. Office of Charleston County in Book G133 at page 303, on October 10, 1983.
7. That in 1996 the home was not yet under construction and the parties agreed that upon completion of a deck on the home that the marriage would follow immediately thereafter.
8. That Plaintiff and Defendant agreed to secure a mortgage on the home after Plaintiff had completed the self-financed framing and structure of the home. That the mortgage was to be used to complete the home located at 2172 Edward D. Singleton Drive, Charleston, S. Carolina. Further, Plaintiff and Defendant agreed to both make the monthly payments on the mortgage obtained on July 17, 1998.
9. That upon completion of the home and the deck in November 1998, the Defendant refused to marry Plaintiff and caused a breach of the agreement by Defendant.
10. That Defendant, in 1999, caused a breach of the agreement by telling Plaintiff she will not marry him.
11. That Defendant intentionally and fraudulently obtained Plaintiff's property with no intent to marry Plaintiff.

12. That Defendant intentionally and fraudulently agreed to share in the responsibility of paying the mortgage.
13. That Plaintiff has suffered actual damages, as a direct and proximate result of Defendant's breach of the agreement, of no less than \$133,590.56.
14. That all conditions precedent to the Plaintiff's enforcement of the Contract have been satisfied or performed by the Plaintiff.
15. The Defendant continued to deny Plaintiff's request to marry or return the one-half (1/2) undivided interest given to Defendant in contemplation of marriage beginning in 1999 through the filing of this action.
16. That in April, 2007, that the Defendant would not sign Plaintiff's land back over to him but coaxed Plaintiff to put his land up for sale for 1.3 million dollars (\$1,300,000.00) when the home at the time was only worth two-hundred thousand dollars (\$200,000). Further, the home did not sell.
17. That in March, 2008, Plaintiff pleaded with Defendant to sign the property back over to Plaintiff because Plaintiff's health was and is failing and Plaintiff needed to make financial and advance directives with his family.
18. That Defendant again refused and stated that if Plaintiff wanted his land back, Plaintiff needed to pay Defendant "four-hundred thousand dollars (\$400,000)."
19. That Defendant contacted Plaintiff in March 2008 and offered to buy Plaintiff out for "fifty-thousand dollars (\$50,000)." Further, the Plaintiff refused.
20. That Plaintiff again pleaded with Defendant on or about August 15, 2008 for the return of the property and the Defendant again refused.
21. That Plaintiff contacted the Defendant on or about November 20, 2008, for assistance with the mortgage and taxes. That the Defendant refused to assist Plaintiff.
22. That Plaintiff contacted the Defendant in March 2009 with assistance with taxes and the mortgage. The Defendant refused to assist the Plaintiff.

23. That in June 2009, Defendant was contacted by the Mortgagee, American General, and informed that the property was at risk of foreclosure. That the Defendant refused to assist Plaintiff with payments.
24. That on August 21, 2009, Plaintiff contacted Defendant to re-convey the property to him in order to obtain a reverse mortgage to save Plaintiff's home from foreclosure.
25. That Plaintiff served Defendant with a Quit Claim Deed for the return of his home in an effort to clear the title for the reverse mortgage in consideration of the equity in the home in the amount of eight thousand dollars (\$8,000). That on August 27, 2009, Defendant refused.
26. That on September 2, 2009, Plaintiff again contacted Defendant to inquire about the signing and the return of the Quit Claim deed for the Reverse Mortgage, the Defendant again refused to sign. Further, Plaintiff was unable to obtain the reverse mortgage without clear title or cooperation from the Plaintiff.
27. That the Plaintiff called the Defendant on or about November 30, 2009 to request assistance with the property taxes. The Defendant refused to assist the Plaintiff with the tax payment.
28. That Plaintiff has lived in the home and on the property, which is the subject of this action, since the agreement between the Plaintiff and Defendant. That Defendant never lived in the home. Further, that the Defendant lives in St. Augustine, Florida and does not visit the home.
29. That Plaintiff has maintained the home and pays the monthly mortgage without assistance from Defendant. Further, that the Plaintiff has consistently paid the taxes on the property without contribution from the Defendant.
30. That the Defendant has never lived in the home or intended to live in the home.

FOR A SECOND CAUSE OF ACTION
PROMISSORY ESTOPPEL

31. The allegations contained in paragraphs 1 through 30 are incorporated herein.
32. That Plaintiff and Defendant on or about August 20, 1996 entered into a promise where the Plaintiff would convey one-half (1/2) undivided interest in his property located at 2172 Edward D. Singleton Drive in Charleston, South Carolina.
33. That the Defendant had knowledge or a reasonable expectation that her promise to marry the Plaintiff would induce reliance on the part of the Plaintiff.
34. That the Plaintiff did actually rely on the Defendant's promise of marriage by conveying one-half (1/2) undivided interest in his property located at 2172 Edward D. Singleton Drive, Charleston, South Carolina.
35. That the Plaintiff suffered an injury by relying on the Defendant's promise when he conveyed the only property owned by Plaintiff to Defendant.

FOR A THIRD CAUSE OF ACTION
UNJUST ENRICHMENT

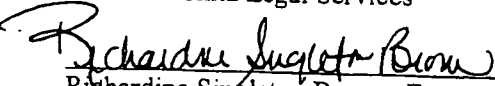
36. The Plaintiff re-alleges paragraphs 1 through 35 of this complaint as if specifically set forth herein.
37. That Plaintiff conferred a benefit on the Defendant by signing one-half (1/2) undivided interest of his property to Defendant in contemplation of marriage.
38. That the Defendant had an appreciation or knowledge of the benefit because she intentionally and fraudulently coaxed Plaintiff into conveying over his property before the marriage.
39. That the Defendant was aware that Plaintiff signed one-half (1/2) undivided interest of his property to Defendant.

40. That the Defendant accepted the Plaintiff's benefit under false pretenses and failed to marry Plaintiff after numerous requests by the Plaintiff.
41. That Defendant owns numerous properties in the state of Florida and that Defendant with her son recently sold property in St. Augustine Florida for one hundred fifty -five thousand dollars (\$155,000).
42. That it would be inequitable for the Defendant to retain the benefit of Plaintiff's land as the Defendant knew that she would never marry the Plaintiff.
43. That Defendant is restrained from harming the Plaintiff physically and from coming to and removing items from the home pendente lite and permanently.

WHEREFORE, plaintiff prays that he be awarded:

1. Return of his property based on the breach of contract.
2. Actual damages in the amount of \$133,590.56 plus interest for the Breach of Contract, Promissory Estoppel, and Unjust Enrichment causes of action;
3. Reasonable costs and Attorney's fees;
4. Actual damages and punitive damages in an amount the Trier of fact may find, plus costs and disbursements of this action;
5. That Defendant be restrained from harming the Plaintiff physically, coming to and removing items from the home pendent lite and permanently; and
6. Grant such other relief as the Court feels just and proper.

South Carolina Legal Services


Richardine Singleton-Brown, Esq.

Hugh Davis, Esq.

Attorneys for the Plaintiff

2803 Carner Avenue

North Charleston, SC 29405

Office (843) 720-1044 Fax (843) 760-1090

June 29, 2010
Charleston, South Carolina

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, unto the said Richard Singleton, his heirs and Assigns forever my one-half undivided interest.

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Richard Singleton, as hereinabove described his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this _____ day of _____ in the year of our Lord two thousand and nine and in the two hundred and thirty-third year of the Sovereignty and Independence of the United State of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

(Signature of 1st Witness)

BERNICE L. HARPER

(Signature of Notary Public as 2nd
Witness)

STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named BERNICE L. HARPER sign, seal and as her act and deed, deliver the within written Deed, and that (s)he with the undersigned Notary Public, witnessed the execution thereof.

(Signature of 1st Witness, same as above)

SWORN to and subscribed before me this
_____ day of _____, 2009

NOTARY PUBLIC FOR STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

EXHIBIT

CRB 111-2

JAMES ISLAND PUBLIC SERVICE DISTRICT
1739 Signal Point Road
JAMES ISLAND, SC. 29412

CASH RECEIPT

Date 9-30-98

031128

Received From Dernice Harper

Address 217a Edward Singleton Dr.

One thousand seven hundred ninety and ⁰⁰/₁₀₀ dollars \$ 1790.00

For sewer tap-in fee

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	<u>1790.00</u>	CHECK	<u>1790.00</u>
BALANCE DUE		MONEY ORDER	

By [Signature]

OFFICIAL CHECK



940923678

DATE July 28, 1997

AFFILIATE NAME Barnett Bank St. Johns, NA

23-1/1020

OFFICE NAME Ponce - BJ

RE Bernice Harper

NOTICE TO CUSTOMER
The purchase of an indemnity bond may be required at Barnett's discretion before the check will be replaced or refunded in the event it is lost, misplaced or stolen.

PAY

TO THE ORDER OF

Bernice Harper

\$*****6,500.00*****

BARNETT BANK

NON NEGOTIABLE
CUSTOMER COPY

AUTHORIZED SIGNATURE

Issued By Integrated Payment Systems Inc., Englewood, Colorado
First Interstate Bank of Denver, N.A., Denver CO

DATE

PAGE #

84 Lumber - 10-20-97 857.00
Delivery 35.00
Shinglers

Lowe's 10-20-97 327.95
Vents (3)
House wraps
Out killer

Home Depot - 10-10-97 340.95
Bath frame
10 rolls felt -
Lowe's 10-02-97 79.03
4x4 x 10-

Home Depot - 10-12-97 161.31
30 sheets OSB boards
Home Depot - 10-13-97
1 vinyl windows - 1,265.28

J.C. PENNEY
PONCE DE LEON MA
904-797-5300

04:13 PM 1203 20

121/6498/410110 QUEEN VE
VALUE RIGHT QTY 1
121/6498/850810 QUEEN VE
VALUE RIGHT QTY 1

SUBTOTAL
SALES TAX 6.000Z
21545574961/00
JCP CHARGE

TTL 11/11/97 3 JCP CH

CARDHOLDER ACKNOWLEDGES REC
GOODS/SERVICES IN THE AMOUNT
AGREES TO PAY FOR THEM ACCO
CREDIT CONTRACT WITH CARD I
I LOVE YOUR S

SHOP OUR CATALOG
FOR CONVENIENT HOME DE
1-800-222-6161

KEEP THIS SLIP FOR STATEMENT
CUSTOMER COPY

Official Check

No. 0326777

30-1/1140

Date

CHARLESTON

ISLAND PLAZA

08-18-97

Pay To The Order Of

If this check is not returned for cancellation by the remitter or presented for payment by the payee or an endorsee within one year after its date, it will be subject to a nonrefundable dormancy fee of \$5.00 per month thereafter.

PELICAN OF JOHNS ISLAND***

*****2,209.41**

TWO THOUSAND TWO HUNDRED NINE AND 41/100

NOT VALID IF OVER

\$2,209.41

Dollars

For 72923 010 194316 08-18-97 13:32 OFFICIAL CK SALE

BERNICE HARPER

\$2,209.41 Non-Negotiable

Authorized Signature

Customer Copy Retain for your records

NationsBank of Texas, N.A. San Antonio, Texas 78243

NationsBank

Official Check

No. 0326736

30-1/1140

Date

CHARLESTON

ISLAND PLAZA

08-19-97

Pay To The Order Of

If this check is not returned for cancellation by the remitter or presented for payment by the payee or an endorsee within one year after its date, it will be subject to a nonrefundable dormancy fee of \$5.00 per month thereafter.

PELICAN COMPANIES***

*****4,517.30**

FOUR THOUSAND FIVE HUNDRED SEVENTEEN AND 30/100

NOT VALID IF OVER

\$4,517.30

Dollars

For 72923 002 059127 08-19-97 13:06 OFFICIAL CK SALE

BERNICE HARPER

\$4,517.30 Non-Negotiable

Authorized Signature

Customer Copy Retain for your records

NationsBank of Texas, N.A. San Antonio, Texas 78243

OFFICIAL CHECK

940923677

DATE July 28, 1997

23-1/1020



AFFILIATE NAME

Barnett Bank St. Johns, NA

OFFICE NAME

Ponce - BJ

RE: Bernice Harper

NOTICE TO CUSTOMER The purchase of an indemnity bond may be required at Barnett's discretion before the check will be replaced or refunded in the event it is lost, misplaced or stolen.

PAY

TO THE ORDER OF

Pelican Company #73 of John's Island

BARNETT BANK

NON NEGOTIABLE CUSTOMER COPY

AUTHORIZED SIGNATURE

Issued By Integrated Payment Systems Inc., Englewood, Colorado First Interstate Bank of Denver, N.A., Denver CO



MT PLEASANT
704 JOHNNIE DODDS BLVD
(803)-884-8431

HOURS: MON - FRI 7AM-7PM
SAT 8AM-5PM
SUN CLOSED

ASSOCIATE: MARK WILLIAMS THANKS 11/12/97 17:40 (13) 2407-347269

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
9999910	2	2032 VNL. DH 1/1	79.99	159.98

SUBTOTAL 159.98
TAX 9.60
TOTAL 169.58

BERNICE HARPER

29464
(803) 000-0000
CHARGE 169.58
CREDIT CARD: VISA 4340091302581970 0499 ZON # 9
VERIF: A:030481 R:24076443 M:012400002407

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

Bernice L. Harper

Customer Signature

CUSTOMER COPY - CUSTOMER COPY



MT PLEASANT
704 JOHNNIE
(803)-884-

HOURS: MON -
SAT
SUN

ASSOCIATE: MARK WILLIAMS THANKS 11/12/97 17:41 (13) 24

P.O.S.#	QTY	DESCRIPTION	PRICE
5477800	2	18101 WHT ACR LTX W/SILC	1.99

SUBTOTAL
TAX
TOTAL

ZIP: 29464

CASH 4.22
CHANGE 0.00



LUMBER

MT PLEASANT
704 JOHNNIE DODDS BLVD
(803)-884-8431

HOURS: MON - FRI 7AM-7PM
SAT 8AM-5PM
SUN CLOSED

BILL OF LADING

PAGE 1 OF 1 (7)

ASSOCIATE: JAMIE LEWIS / JOHN LIPE

10/23/97 09:48

2407-346

SHIP TO:

JOB: PO #

RICHARD SINGLETON

2172 EDWARD SINGLETON D

JAMES IS, SC 29412

POS	ITEM DESCRIPTION	ITEM QTY
1.	2051600 20 YR HERITAGE GREY FBG DELIVERY SERVICE	40.0

LOAD BUILT BY: _____
 LOAD CHECKED BY: B. Lipe
 DELIVERED BY: _____
 RECEIVED BY: _____

DATE: _____
 DATE: 10/23/97
 DATE: _____ TIME: _____
 DATE: _____ TIME: _____

CUSTOMER SIGNATURE / AGENT

DATE

NOTICE: BEFORE SIGNING ABOVE, CUSTOMER OR CUSTOMER'S AGENT SHOULD INSPECT ALL OF THE ABOVE ITEMS, TO CLAIMS FOR ERRORS, SHORTAGES, DEFECTIVE GOODS AND OTHER CLAIMS. ANY SUCH CLAIMS MUST BE MADE IN WRITING ON THE FACE HEREOF. IT IS HEREBY AGREED THAT SIGNATURE OF CUSTOMER OR CUSTOMER'S AGENT ABOVE SHALL WAIVE THE COMPANY OF ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, ERRORS, SHORTAGES, AND DEFECTIVE GOODS OTHER THAN THOSE THAT ARE NOTED ABOVE.



LUMBER

MT PLEASANT
704 JOHNNIE DODDS
(803)-884-8431

HOURS: MON - FRI 7AM-7PM
SAT 8AM-5PM
SUN CLOSED

ASSOCIATE: THANKS JAMIE

10/20/97 2:09 PM

(7) 2407-3

CUSTOMER DEPOSIT IN

DEP #	DEPOSIT AMT	ACCOUNT BAL
360	854.57	854.57

RICHARD SINGLETON
 2172 EDWARD SINGLETON D
 JAMES IS, SC 29412
 (803) 762-0366

CHARGE 854.57 VISA # 4340091302581970 0499
 VERIF: A:039093 R:24076319 M:01

The following are authorized to pick up material:

1) DRIVER

2)

NOTE :

NOTE :

Price protection until 11/19/97 is limited to the amount of the deposit. Refunds of the unused balance will be by corporate checks issued from the Corporate Office. Refunds of credit card deposits will be a credit to the credit card.

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer. I have reviewed the above statement of deposit and verified that it is correct.

Bernie L. Harper 10-20-97
 Customer Signature Date

5100-117-6227 ©1996, Moore Business Forms, Inc. All rights reserved. 207

LOADED & CHECKED BY	HELP ON
	<input type="checkbox"/> YES
DELIVERED BY	DATE DELI
<i>[Signature]</i>	

053

AM DELIVERY
 PM PICK-UP



OFFICE NAME: Ponce - BJ
 AFFILIATE NAME: Barnett Bank St. Johns, NA



Pelican Companies

STATEMENT COPY
 - RETURNED GOODS POLICY -
 ALL RETURNED GOODS MUST BE ACCOMPANIED BY RECEIPT NO CASH REFUNDS. WE RESERVE THE RIGHT TO REUND BY CHECK.
 NON-STOCK ITEMS ARE NOT RETURNABLE
 15% HANDLING CHARGE ON ALL STOCK ITEMS RETURNED.

PELICAN OF JOHNS ISLAND - TERMS -
 3155 MAYBANK HIGHWAY 25th, NET 10th
 P.O. BOX 488
 JOHNS ISLAND, SC 29457
 PHONE: (803)559-4190

TYPE OF TRANSACTION	STORE NAME / NUMBER
** INVOICE **	73 PELICAN OF JOHNS ISL

SOLD TO: REMUS CROWMELL/C&S HOMES
 1811-A SPINEBALL ROAD
 SC 29412

SHIP TO (Same as sold to unless noted below):
 REMUS CROWMELL/C&S HOMES
 EDWARD SINGLETON RD
 JAMES ISLAND

OFFICIAL CHECK

DATE: July 28, 1997

RE: Bernice Harper

Tax Area	Customer Code	Sequence No.	Time	Invoice Number	Invoice Date	Store No.	S'tman	Writ-ten by	Oper. No.	Date Delivered	Date Wanted
88		003	9:50A	7385520	8/11/97	737	1127	105		PAGE 1	

Reference Number	Customer Order No.	Job Number	Lot No.	Salesman
711176-01				SHELLEY WARDLIZ

ITEM NUMBER	QUAN. ORD.	QUAN. SHIPD.	DESCRIPTION	UNITS	PRICE/UNIT	EXTENSIC
2172 EDWARD SINGLETON RD JAMES ISLAND						
3448TBL	72	72	23/32 4X8 T&G STURDI-FLOOR	72	17.500 IC	1,260.00
521420	18	18	29 OZ. PLPRO SUBFLOOR ADHESIVE	18	3.290 EA	59.22
21214T2	3	3	2X12-14 #2 S4S TREATED YP	3	20.390 EA	61.17
21012T2	4	4	2X10-12 #2 S4S TREATED YP	4	14.990 EA	59.96
21014T2	2	2	2X10-14 #2 S4S TREATED YP	2	18.590 EA	37.18
21216T2	1	1	2X12-16 #2 S4S TREATED YP	1	25.090 EA	25.09
2812T2	12	12	2X8-12 #2 S4S TREATED YP	12	10.190 EA	122.28
2814T2	4	4	2X8-14 #2 S4S TREATED YP	4	11.150 EA	44.60
5 FE	24	24	5/4X6-16 PT RADIUS DECKING	24	9.450 EA	226.80
246 P-1-2000	25	25	5/4X6-14 PT RADIUS DECKING	25	7.490 EA	187.25

PLEASE DELIVER MONDAY ASAP
 NOW STOCKING A WIDE RANGE OF COX #1 KDAT LUMBER

ERRORS OR DAMAGE MUST BE NOTED AND CORRECTED ON RECEIPT OF GOODS

SUBTOTAL	TAX %	TAX AMOUNT	INVOICE TOTAL
2,094.35	.00	6.00	2,099.41
		150-010	

PAY \$2,500.00

940923677

NOTICE TO CUSTOMER

The purchase of an indemnity bond may be required at Barnett's discretion before the check will be replaced or refunded in the event it is lost, misplaced or stolen.

REC'D BY X
 P-9585 10/90

DATE

SEE REVERSE SIDE FOR ADDITIONAL TERMS

WED. THU. FRI. SAT.
 AM DELIVERY
 PM PICK-UP

LOADED & CHECKED BY	HELP ON JOB <input type="checkbox"/> YES <input type="checkbox"/> NO
DELIVERED BY	DATE DELIVERED
702	

49



Pelican Companies

CUSTOMER COPY
- RETURNED GOODS POLICY -
 ALL RETURNED GOODS MUST BE ACCOMPANIED BY RECEIPT, NO CASH REFUNDS. WE RESERVE THE RIGHT TO REFUND BY CHECK.
 NON-STOCK ITEMS ARE NOT RETURNABLE
 15% HANDLING CHARGE ON ALL STOCK ITEMS RETURNED.

- TERMS -
 25th, NET 10th
 PELICAN OF JAMES ISLAND
 3155 MAYBANK HIGHWAY
 P.O. BOX 468
 JAMES ISLAND, SC 29457
 PHONE: (803) 559-4100

TYPE OF TRANSACTION	STORE NAME / NUMBER
BY INVOICE #	3 PELICAN OF JAMES ISL

SOLD TO: RENEW CROMWELL/C&G HOMES
 1019 A GRINDALL ROAD
 CHARLESTON, SC 29412

SHIP TO (Same as sold to unless noted below):
 RENEW CROMWELL/C&G HOMES
 EDWARD SINGLETON RD
 JAMES ISLAND

Tax Area	Customer Code	Sequence No.	Time	Invoice Number	Invoice Date	Store No.	S'man	Writ-ten by	Oper No.	Date Delivered	Date Wanted
03	100280	003	2:30P	7386353	8/18/97	737	112	105	AGE 1		

Reference Number	Customer Order No.	Job Number	Lot No.	Salesman
71110396-01				SHELLEY MARQUEZ

ITEM NUMBER	QUAN. ORD.	QUAN. SHIPD.	DESCRIPTION	UNITS
21010YP2	2	2	2X10-10 #2 S4S 6M YP	2
21014YP2	4	4	2X10-14 #2 S4S 6M YP	4
21016YP2	21	21	2X10-16 #2 S4S 6M YP	21
2414YP2	100	100	2X4-14 STD SOUTHERN PINE PLATE	100
2416YP2	100	100	2X4-16 STD SOUTHERN PINE PLATE	100
245TUDSP	575	575	2X4-93 SPF STUD	575
2810YP2	24	24	2X8-10 #2 S4S 6M YP	24
2812YP2	17	17	2X8-12 #2 S4S 6M YP	17
2814YP2	23	23	2X8-14 #2 S4S 6M YP	23
2816YP2	62	62	2X8-16 #2 S4S 6M YP	62

2172 EDWARD SINGLETON
JAMES ISLAND

NOW STOCKING A WIDE RANGE OF COX #1 KOAT LUMBER

ERRORS OR DAMAGE MUST BE NOTED
 AND CORRECTED ON RECEIPT OF GOODS

REC'D BY *Bernie L. Harper* DATE _____
 9585.10.90

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF SALE

MT PLEASANT
704 JOHNNIE DODDS BLVD
(803)-884-8431

HOURS: MON - FRI 7AM-7PM
SAT 8AM-5PM
SUN CLOSED



ASSOCIATE: THANKS CORKY

03/19/98

15:06

(77) 2407-356855

P. O. #	QTY	DESCRIPTION	PRICE	EXTENDED
7343200	6	R30 KRAFT16 BATT CDS/9145	20.99	125.94

SUBTOTAL	125.94
TAX	7.56
TOTAL	\$133.50

CHARGE 133.50

BERNICE L HARPER

(803) 000-0000

CREDIT CARD: VISA 4308810130161311 1198 ZON # 8

VERIF: A:019711 R:24077940 M:012400002407

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

Bernice L. Harper

Customer Signature

PAGE 1 OF 1

NationsBank

Y To The Order Of

CHARLESTON

ISLAND PLAZA

30-1/1140

Official Check

No.

0326736

Date

08-19-97

*****4,517.30**

PELICAN OF JOHNS ISLAND***2,209.41**

TWO THOUSAND TWO HUNDRED NINE AND 41/100

NOT VALID IF OVER \$2,209.41

its check is not
returned for
payment by the
payee or an endorsee
within one year after
its date, it will be
subject to a
nonrefundable
dormancy fee of \$5.00
per month thereafter.

FOUR THOUSAND FIVE HUNDRED SEVENTEEN AND 30/100

Dollars

NationsBank

Official Check

30-1/1140

No.

0326777

Date

CHARLESTON

ISLAND PLAZA

08-18-97

Pay To The Order Of

If this check is not returned for cancellation by the remitter or presented for payment by the payee or an endorsee within one year after its date, it will be subject to a nonrefundable dormancy fee of \$5.00 per month thereafter.

Dollars

WED THU FRI SAT

AM DELIVERY
PM PICK-UP

LOADED & CHECKED BY	HELP ON JOB <input type="checkbox"/> YES <input type="checkbox"/> NO
DELIVERED BY	DATE DELIVERED
702	

49



Pelican Companies

CUSTOMER COPY
- RETURNED GOODS POLICY -
 ALL RETURNED GOODS MUST BE ACCOMPANIED BY RECEIPT, NO CASH REFUNDS. WE RESERVE THE RIGHT TO REFUND BY CHECK.
 NON-STOCK ITEMS ARE NOT RETURNABLE
 15% HANDLING CHARGE ON ALL STOCK ITEMS RETURNED.

- TERMS -
 25th, NET 10th
 PELICAN OF JAMES ISLAND
 3155 MAYBANK HIGHWAY
 P.O. BOX 468
 JAMES ISLAND, SC 29457
 PHONE: (803) 559-4100

TYPE OF TRANSACTION	STORE NAME / NUMBER
# INVOICE #	3 PELICAN OF JAMES ISL

SOLD TO: RICHIE CROMWELL/C&G HOMES
 1819 A GRINDALL ROAD
 CHARLESTON, SC 29412

SHIP TO (Same as sold to unless noted below):
 RICHIE CROMWELL/C&G HOMES
 EDWARD SINGLETON RD
 JAMES ISLAND

Tax Area	Customer Code	Sequence No.	Time	Invoice Number	Invoice Date	Store No.	S'man	Written by	Oper. No.	Date Delivered	Date Wanted
08	100200	003	2:30P	7386353	8/18/97	773	112	105	PAGE 1		

Reference Number	Customer Order No.	Job Number	Lot No.	Salesman
71118396-01				SHELLEY MARQUEZ

ITEM NUMBER	QUAN. ORD.	QUAN. SHIPD.	DESCRIPTION	UNITS
21010YP2	2	2	2X10-10 #2 S4S GM YP	2
21014YP2	4	4	2X10-14 #2 S4S GM YP	4
21016YP2	21	21	2X10-16 #2 S4S GM YP	21
2414YP2	100	100	2X4-14 STD SOUTHERN PINE PLATE	100
2416YP2	100	100	2X4-16 STD SOUTHERN PINE PLATE	100
245TUDSP	575	575	2X4-93 SPF STUD	575
2810YP2	24	24	2X8-10 #2 S4S GM YP	24
2812YP2	17	17	2X8-12 #2 S4S GM YP	17
2814YP2	23	23	2X8-14 #2 S4S GM YP	23
2816YP2	62	62	2X8-16 #2 S4S GM YP	62

2172 EDWARD SINGLETON
 JAMES ISLAND

NOW STOCKING A WIDE RANGE OF GUY #1 KOAT LUMBER

ERRORS OR DAMAGE MUST BE NOTED AND CORRECTED ON RECEIPT OF GOODS

REC'D BY **X** *Bernice L. Harper* DATE

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF SALE

EXHIBIT

EXHIBIT-9

FROM THE DESK OF
RICHARDINE SINGLETON-BROWN
2172 EDWARD D. SINGLETON DRIVE
CHARLESTON, SOUTH CAROLINA 29412
PHONE: 843.813.5886
EMAIL: LEGAL@AC2007NAL.COM

resources? As I said before, it's comical and a waste of my time. BUT-had you consulted an attorney to review the case at bar, or even better, contacted Attorney Middleton, whom she had representing her every step of the way, you would have known that she was made aware of every single solitary aspect of the payments needed to cure and the eventual foreclosure filing. She had every opportunity to avail herself of the jurisdiction but she chose not to show up to protect her interest. A simple bid would have sufficed! Instead, as usual, she simply wants something for nothing. As usual, she thought she was going to hit pay dirt, as do all charlatans and hustlers.

Your fight is not with me. It is with your mother for being a liar and a conniver. Or perhaps your fight is with yourself for not pulling the case to read the pleadings prior to sending me such an asinine irresponsible veil threat.

I will say, however, it is quite typical of her to now conveniently claim forgery. The false claim was made in court and the judge dismissed it as her last ditch effort to defraud the court. Funny- the judge questioned her credibility when she sued her own mother and lost. Any way, I digress; I guess the insurance money is all gone now. Is that why she had you contact me instead of her being a woman and doing so her self? The usual coward she is!

Here is a word to the maybe not so wise- I would suggest before you put yourself so far out there- spend your abundance of money on an attorney in an effort to get at the truth at the heart of this matter. Surely, with your "abundance of resources" you all can hire a handwriting expert. Her documents, along with her signature are public information. She has all of her documents - I'm sure, and if she does not, well, the mortgage company she tried to defraud has it on file. Perhaps, you should take a moment to review them.

Additionally, I take the slanderous accusation of forging her name very personally. She signed the note on my now beautiful home willingly and found no problems in receiving half interest in property she connived to attain. Where was her claim of forgery when she reaped \$10,000 or more when the home was refinanced—twice? Where was her contrived complaint then as she held her hands out for her share without ever paying one dime of the mortgage? Where were the violins when she was adamant about stealing my sibling's inheritance? I dare say- no where to be found.

It is common knowledge that when I paid the mortgage each month, she was content with letting me do so. Where was her concern for her senior citizen civil rights then? My dad, too, was a senior citizen. His rights were stripped from him when he was coerced into to giving up half his property for false promises. I never wrote to you for the purposes of begging for or extorting money! When I offered your avaricious mother \$50,000 for the home, she scoffed at it. When I traveled to Florida to speak with her, she hid in her home. When we tried to work out various settlement options—she ignored them and

FROM THE DESK OF
RICHARDINE SINGLETON-BROWN
2172 EDWARD D. SINGLETON DRIVE
CHARLESTON, SOUTH CAROLINA 29412
PHONE: 843.813.5886
EMAIL: RSB@AOL.COM

refused to come to the table. This too added to my father's distress. Did I write to you and ask for money? I dare say—I DID NOT. **It's uncouth and simply unheard of!** I had no legal or moral obligation to her, you or anyone else, for that matter, to continue making the monthly payments that she so conveniently was 'not responsible for'. No forgeries occurred here. The only travesties that occurred were propagated by your evil mother. The travesty that occurred is a woman attempted to get something for nothing. What is sad is my dad trusted her- until he finally figured out what and who she really was.

Nothing unethical occurred during the foreclosure proceedings so I strongly warn you to tread lightly with your veiled threats and accusations **as I do not take them frivolously—directly or indirectly hinted!**

Once again, your mother was represented by Counsel. Perhaps, you should contact him or even Judge Scarborough to accuse them of wrongdoing. **I dare you!** Your jurisdiction will be here and I don't believe either would take kindly to your insinuations that nothing but the letter of the law and the process was followed in the foreclosure of my father's home.

Additionally, while moot, your fabricated facts continue to be off. The home was not appraised at \$900,000 in 2007. Your mother insisted it go on the market for that amount. And if it were appraised in "Never-Never Land" somewhere for that amount, the market was much different then and foreclosures were not as rampant. But again, your moral and numerical compasses are way off base! Contact the realtors- they can give you the same information that it took me five minutes to obtain.

I chose not to wait the 45 days to respond because I want you to take all time that you need to determine whether this is the best course of action for you. The two choices availed to you are as follows: If you believe an exercise in futility to be in your mother's best interest—so be it. Bring it on, but be prepared for the foul stench of defeat because I am never easily intimidated by the likes of leeches such as you two. Or you can go quietly back where you came from and never contact me again. Continuing to do so will allow me to build a harassment and libel case. Should you choose to continue with this idiocy-I eagerly await the trumpets sound from your Calvary- I'm always ready to get my shoes filthy. Bernice Harper brings no fear to me whatsoever!

News Flash- Just in case you have not figured it out based on my response-- **You will never see \$350,000 from me, my husband or my family.** I, however, am happy to counterclaim and request the same on my father's behalf so you can watch your pockets drain as your gold digging mother wanes under the same pressure and stress she caused my beloved father. Turnabout is fair play don't you think? **IRONICALLY, he and I are due that much-If not more. Because I stand on the side of right- the law will be most tilted to my side. So bring it! I welcome it!** Let us finally get my father's day in court.

FROM THE DESK OF
RICHARDINE SINGLETON-BROWN
2172 EDWARD D. SINGLETON DRIVE
CHARLESTON, SOUTH CAROLINA 29412
PHONE: 843.813.5886
EMAIL: RICHARDINE2@GMAIL.COM

Would you like to try writing your letter again? The first one failed miserably. As a matter of fact, your next contact with me should be through an attorney. I do not want to hear from you again unless it is a viable legal matter in which your mother has standing or an apology. Until then, practice law elsewhere and leave me alone. My passion derives from my love for my father and the equal disdain I feel for your mother. Fueled by such, if you think my response to your farce of a letter is filled with venom, imagine my litigation skills with the law behind me! Try your extortion on someone else. You have no standing here! None. May you never have to endure the pain I did in watching my father deteriorate because of the stress brought on by the Devil's Spawn-Ms. Bernice Harper. What comes around always goes around! May she live long enough to experience what it is like to lose everything! Have a nice life!

Most Sincerely, I am,

Ms. Richardine Singleton-Brown

The very passionate daughter of Richard Singleton, Sr.- the only title that I will ever need!

Cc: Sharrie Singleton
Kelvin Singleton
Marcella Singleton
Richard Singleton, Jr.

FROM THE DESK OF
RICHARDINE SINGLETON-BROWN
2172 EDWARD D. SINGLETON DRIVE
CHARLESTON, SOUTH CAROLINA 29412
PHONE: 843.813.5886
EMAIL: richardinebrown@charleston.com

September 30, 2013

Mr. Rick R. Harper, Sr.
3055 S. Academy Blvd
Colorado Springs, Co 80916

Re: Extortion Demand for Three Hundred Fifty Thousand Dollars \$350,000 for Bernice L. Harper

I have received your farce of a letter and find it insultingly comical. Your first mistake was to try to extort money from me. In South Carolina, that is a crime! Therefore, I gladly welcome you bringing "the abundance of legal and financial resources" at your disposal. You should be prepared to pay all of my legal fees and then some as well. Because you have absolutely no case, these idle threats hold no merit! Frankly, you haven't a clue as to what you are talking about.

First, I advise you to hire an actual practicing attorney, who can pull the files and review all foreclosure documents and hearings/proceedings regarding the foreclosure case. Perhaps then you and your greedy mother will understand that your threats are all for naught and such a colossal waste of my time.

Secondly, why are you sending correspondence to me? I didn't purchase the home at the Bona fide foreclosure SALE. Again, a practicing attorney would have known to whom to address your diatribe and would have cautioned you about doing so in the first place. They also would know why there was an issuance of a Masters Deed.

Thirdly, if your mother wanted to protect her ill begotten interest, she could have paid the mortgage every month. However, as shiftless takers do, she chose not to, and said 'let the white man take it'. HER WORDS, not mine. Now in the 13th hour, after the home went through the foreclosure process, you decide to contact me and ask me to DO RIGHT BY YOUR MOTHER- when her wicked, spiteful actions basically killed my father? Really, how dare you people? That backwards thinking and limited intelligence doesn't sit well with me. Try again! Better yet- DON'T!

Moreover, while responding to your extortion demand is a complete waste of my time, I will humor you and ask -Where was your abundance of resources when my now home was being sold to the highest bidder? She certainly had the insurance money that she profited from his death. She could have used that and bid \$143, 501. Better yet, why didn't you ride in on your paisley horse and save the day with your abundance of

EXHIBIT

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE MAGISTRATES COURT

Bernice Harper

PLAINTIFF(S)

vs.
Edra Richards

RESTRAINING ORDER

"Singleton"
DEFENDANT(S)

490

CIVIL CASE NUMBER

After the filing of a complaint and motion for a Restraining Order on July 13, 1999, the Court held a hearing on July 19, 1999. After hearing the evidence, and examining the affidavits and verified pleadings, the Court has determined that the plaintiff (has) (has not) proved by a preponderance of the evidence the need for the issuance of a Restraining Order.

The Court makes the following findings of fact: (Check all that apply)

- 1. The Plaintiff lives at 2172 Edward St. (Street Address) which is in CHARLESTON County, SC (State).
- 2. The Defendant lives at 1704 Oakburn Rd. (Street Address) which is in CHARLESTON County, SC (State).
- 3. The Defendant is employed at _____ which is located at _____
- 4. The Defendant is a nonresident of this state or cannot be found.
- 5. The Harassment or Stalking, as described herein, occurred in CHARLESTON, South Carolina. (County)
- 6. The Defendant has committed the following acts which constitute Harassment or Stalking:

All attached
"Complaint & motion"

(Attach additional sheets if necessary)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE MAGISTRATES COURT

BERNICE L. HARPER)
2172 EDWARD D. SINGLETON)
CHARLESTON PLAINIFF(S) DR.)
SC 29412)
vs. (843) 406-7754)
EDNA RICHARDSON)
SINGLETON)
784 OSBORNE RD.)
(43) 762-1335)
DEFENDANT(S))

COMPLAINT AND MOTION
FOR RESTRAINING ORDER

490

CIVIL CASE NUMBER

The Plaintiff alleges:

1. The Plaintiff lives at 2172 EDWARD DR. (Street address) which is in Charleston (County), SC (State).
2. The Defendant lives at 1784 OSBORNE RD. (Street address) which is in Charleston (County), SC (State).
3. The Harrassment or Stalking occurred in Charleston (County), SC (State).

Plaintiff further alleges that the following conduct occurred by the defendant on the times, dates and places listed below, and such conduct falls within the definition of;

() HARASSMENT (16-3-1700 (A)) or () STALKING (16-3-1700(B) OR (C)).

On 7-9, 1999, at : o'clock, M., at (Street address) which is in Charleston (County), SC (State), the conduct complained of occurred when the defendant:

I HAVE TOLD EDNA RICHARDSON NOT TO CALL MY HOME, NOR TO COME TO MY HOME. SHE HAS STATED TO ME THAT SHE WILL COME TO MY HOME WHEN SHE FEELS LIKE IT. I AM TIRED OF HER HARRASMENT. SHE ALSO FOLLOWS RICHARDSON

(OVER)

IT IS THEREFORE ORDERED THAT (Check all that apply):

A. The Defendant is restrained, prohibited and forbidden from abusing, threatening to abuse, or molesting the plaintiff or members of plaintiff's family.

B. The Defendant is restrained, prohibited and forbidden from entering or attempting to enter the plaintiff's place of residence, employment, education, or the following locations:

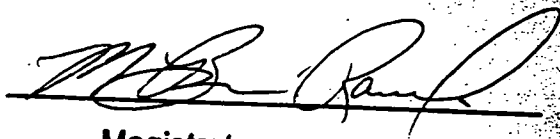
C. The Defendant is restrained, prohibited and forbidden from communicating or attempting to communicate with the plaintiff in any way.

D. A copy of this Order shall be served on the following law enforcement agencies:

CCSO

The terms of this Order remain in affect until January 19 2000 (not to exceed six months) and may be extended by this Court for good cause shown. If the defendant has been or is during the duration of this Order charged with the crime of Harassment or Stalking, the terms of this Order remain in affect until the conclusion of the defendant's trial.

Entered at 11:00 (a.m.) (p.m.) on July 19 99



Magistrate

VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE PUNISHABLE BY THIRTY DAYS IN JAIL, A FINE OF FIVE HUNDRED DOLLARS, OR BOTH, AND IS IN ADDITION TO OTHER CRIMINAL PENALTIES WHICH MAY RESULT FROM SUCH ACTION.

TO LAW ENFORCEMENT OFFICERS:

Notwithstanding any other provision of law, the terms of this Order are enforceable throughout this State. S.C. Code Ann. § 16-3-1750(E). Any person who violates a provision of this Order is subject to a fine not to exceed \$500 or imprisonment not to exceed thirty days, or both. S.C. Code Ann. § 16-3-1770(C). Law enforcement officers shall arrest a defendant who acts in violation of this Order after service and notice of the Order have been provided. An arrest warrant is not required. S.C. Code Ann. § 16-3-1800.

EXHIBIT

EXHIBIT - 11

NOTE:
Richard Singleton
OAL-PLI make this
Note on December 20, 2001
Therefore, there is
the attention of
Richard Singleton (FAR) &
Rick Harper

TWO: Upon information and belief, the property that is the County of Charleston, State of South Carolina; that the remaining Defendant hereto by virtue of liens on the property which is the subject of the act

SEE EXHIBIT A

THREE: That on or about December 20, 2001, Defendant(s), Richard Singleton, Sr. made, executed and delivered to the Plaintiff a Promissory Note promising to pay One Hundred Sixty-One Thousand and 00/100, (\$ 161,000.00) Dollars, plus interest as disclosed on said Note, a copy of said Note is attached hereto as Plaintiff's Exhibit "B".

FOUR: That in order to better secure payment of said Note, the Defendant(s), Richard Singleton, Sr. and Bernice L. Harper made executed and delivered unto the Plaintiff, Springleaf Financial Services of South Carolina Inc. f/k/a American General Financial Services, Inc., as assignee of Decision One Mortgage Company, LLC, a Mortgage in the amount of One Hundred Sixty-One Thousand and 00/100 (\$161,000.00) Dollars, plus interest as set out in the copy of the aforementioned Note; a copy of said Mortgage is attached hereto and incorporated herein as Plaintiff's Exhibit "C".

FIVE: That the Mortgage was duly signed, witnessed and probated. That thereafter said Mortgage was duly recorded in the RMC/Clerk of Court's Office for Charleston County on January 17, 2002, in Book G-394, at Page 470, an Assignment to American General Financial Services, Inc. dated January 2, 2002 and recorded March 12, 2002 in Book Y-399, at Page 432.

SIX: That Plaintiff is the current owner and servicer of loan agreement and mortgage set out above.



A true and accurate copy of this motion and numerous attachments were delivered to the above-mentioned Honorable Court.

SERVICE LIST

Case No 2012CP10-4463

American General Finance
f/k/a Springleaf Financial Service Inc.
1836 Ashley River RD STE 109
Charleston, SC 29407-4781