THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM ANDERSON COUNTY

HON. CORDELL MADDOX, CIRCUIT COURT JUDGE

APPELLATE CASE NO.: 2013-001185

Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1,.....RESPONDENT

V.

RHONDA BOOMS.....APPELLANT

RECORD ON APPEAL

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM ANDERSON COUNTY

HON. CORDELL MADDOX, CIRCUIT COURT JUDGE

APPELLATE CASE NO.: 2013-001185

DEUTSCHE BANK.....RESPONDENT

V.

RHONDA BOOMS.....APPELLANT

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Record 1

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

DOCKET NO. 07-CP-04-3440.

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE MLMI TRUST SERIES 2007-MLN1,

Plaintiff,

v.

RHONDA BOOMS,

Defendant.

ORDER

THIS MATTER CAME BEFORE THE COURT for a hearing on April 18, 2013 on Defendant Rhonda Booms' Motion to Reconsider and/or for a New Trial pursuant to Rule 52, 55, 59, and 60 of the South Carolina Rules of Civil Procedure. Following hearing on the arguments and review of the briefs and applicable law, it is hereby **ORDERED** that:

1. Defendant's Motion to Reconsider and/or for a New Trial is **DENIED**.

2. Pursuant to the Judgment of Foreclosure and Sale and Order of Reference entered by the Court on June 4, 2012, this matter is **REFERRED** to the Honorable Ellis B. Drew, Master-in-Equity for Anderson County to direct entry of the judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action.

3. The foreclosure sale shall be held on the next available sale date. Plaintiff's counsel is **AUTHORIZED** to advertise for the foreclosure sale.

IT IS SO ORDERED, ADJUDGED AND DECREED.

The Honorable J. Cordell Maddox, Jr.
Judge of the Tenth Judicial Circuit

May 7, 2013.
Anderson, South Carolina

A TRUE COPY

MAY - 9 2013

CLERK OF COURT

Record 2

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1 vs. Rhonda Booms, C/A No. 07-CP-04-3440, the following property will be sold on June 4, 2013, at 11:00 AM at the Anderson County Courthouse to the highest bidder:

All that piece or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South Carolina, and being more particularly described as follows:

Being all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 766, Page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina.

This being the identical property conveyed to Rhonda Booms by deed of Carl D. Geier and Ann B. Geier dated January 13, 2006 and recorded March 3, 2006 in Deed Book 7234 at Page 131.

Property Address: 5044 WESTWIND WAY, ANDERSON, SC 29626

047-00-06-025

SUBJECT TO ASSESSMENTS, ANDERSON AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit on the day of sale or fails or refuses to comply with the bid within 30 days, then the property will be resold at the bidder's risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 9.45% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale and Order of Reference filed with the Anderson County Clerk of Court at C/A #07-CP-04-3440.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

5/7/13

J. Cordell Maddox, Jr.
Judge for the Tenth Judicial Circuit

Samuel C. Waters, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
511114-00140
Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)

A TRUE COPY

MAY - 9 2013

CLERK OF COURT

Record 3

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 07-CP-04-3440

Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1

PLAINTIFF

Rhonda Booms;

DEFENDANT

Submitted by:

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harriet.wallace@rtt-law.com

Attorneys for the Plaintiff

Attorney for : ☑ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

A TRUE COPY
JUN - 4 2012
CLERK OF COURT

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☑ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ☑ ends ☐ does not end the case.
Additional Information for the Clerk : As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

All that piece or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South Carolina, and being more particularly described as follows:

Being all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 766, Page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina.

This being the identical property conveyed to Rhonda Booms by deed of Carl D. Geier and Ann B. Geier dated January 13, 2006 and recorded March 3, 2006 in Deed book 7234 at Page 131.

047-00-06-025

5044 WESTWIND WAY
ANDERSON, SC, 29626

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge/Master in Equity/Special Referee | **Judge Code** | **Date**

For Clerk of Court Office Use Only

This judgment was entered on the 4th day of June, 20 12 and a copy mailed first class or placed in the appropriate attorney's box on this 5th day of June, 20 12 to attorneys of record or to parties (when appearing pro se) as follows:

Robert A. Muckenfuss – S.C. Bar #13903
McGuireWoods LLP
201 N. Tryon Street, Suite 3000
Charlotte, NC 28202
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harriet.wallace@rtt-law.com

ATTORNEY FOR THE DEFENDANT

CLERK OF COURT

Court Reporter: Karen T. Senn

Record 5

STATE OF SOUTH CAROLINA COUNTY OF ANDERSON Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1, Plaintiff, v. Rhonda Booms; Defendant.	IN THE COURT OF COMMON PLEAS DOCKET NO. 07-CP-04-3440 JUDGMENT OF FORECLOSURE AND SALE AND ORDER OF REFERENCE Deficiency Judgment Waived

(511114-00140 HPW)

A TRUE COPY
JUN - 4 2012
CLERK OF COURT

Robert Muckenfuss, Esquire
J. Curtis Griner, Esquire
McGuireWoods LLP
Lead Counsel for Plaintiff

Harriet Pollitt Wallace, Esquire
Rogers Townsend & Thomas, PC
Co-Counsel for Plaintiff

Charles R. Griffin, Jr., Esquire
Griffin Law Firm
Counsel for Defendant Rhonda Booms

A jury trial in the foreclosure action brought by Plaintiff against Defendant Rhonda Booms ("Booms") and the six counterclaims brought by Booms for violations of the South Carolina Unfair Trade Practices Act, breach of contract and/or breach of contract accompanied by a fraudulent act, violation of §37-23-70 of the South Carolina Consumer Protection Code (the "Flipping" statute), breach of fiduciary duty, violation of §37-23-50 of the South Carolina Consumer Protection Code, and violations of various sections under §37-10-10 1 et seq. of the South Carolina Consumer Protection Code, specifically the South Carolina Attorney Preference Statute and the Unconscionability statute was held November 14, 15 and 16, 2011 before the Honorable J. Cordell Maddox, Jr.

The pleadings, motions, orders, and other documents filed herein show:

1. The Lis Pendens, Summons and Complaint was filed on October 31, 2007.

2. Service was made upon Booms as shown by the proof of service filed herein.

3. Booms did not raise any issues related to Plaintiff's standing to prosecute this action.

4. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order dated May 22, 2009 and the South Carolina Supreme Court's Administrative Order dated May 2, 2011. As shown by affidavits and/or certifications filed herein, Booms is not entitled to be reviewed for a HAMP loan modification and Booms was notified of her right to Foreclosure Intervention. At the trial, counsel for Plaintiff certified to the Court that Booms refused to participate in loss mitigation by failing to provide the necessary documents, which was not disputed by counsel for Booms.

5. Booms originally filed an answer through her attorney, Robert C. Ray.

6. An Order of Reference to the Honorable Ellis Drew, Master in Equity for Anderson County was filed on January 2, 2008.

7. Based on the pleadings and motions filed in this case, the original foreclosure hearing was scheduled for January 10, 2008, but was continued when Attorney Ray withdrew as counsel, and Booms filed a Motion to Amend her Answer and demand a jury trial, which was granted by Order filed February 14, 2008 on the grounds that Plaintiff would not be prejudiced since the original answer had only been filed shortly before the Motion to Amend was filed.

8. Plaintiff filed a Reply to Booms' Counterclaims on March 24, 2009 after the case had been stayed in order to review Booms for loss mitigation, which were unsuccessful. (See Pl. Motion for Enlargement of Time.)

9. By Order filed July 22, 2010, this case was returned to Circuit Court for a Jury Trial.

FINDINGS OF FACT:

At the trial, evidence, including witness testimony of a representative of Plaintiff's loan servicer, Booms, and Robert L. Asher, was presented. Based on the evidence presented at trial, and the record with the Court, I find that Plaintiff is entitled to a directed verdict as to the foreclosure action and Booms is entitled to a directed verdict in the form of set-off on her counterclaim for violation of the South Carolina Attorney-Preference statute. Plaintiff is entitled to a directed verdict in its favor as to all other counterclaims, and I conclude as follows:

10. Booms for value received, made, executed and delivered an Adjustable Rate Note ("Note") dated October 25, 2006 promising thereby to pay Mortgage Lenders Network USA, Inc.

the sum of $560,500 with interest originally accruing at 9.45% per annum, and the interest rate changing after two years to a rate to be determined by the terms of the Note beginning November 1, 2008, but not to exceed 15.45% per annum or be less than 9.45% per annum. Other terms and conditions are stated in the Adjustable Rate Note, of record herein.

11. To better secure the payment of the Note described above, Rhonda K. Booms made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Mortgage Lenders Network USA, Inc. (MIN #1002610-3030076804-0) a certain real estate Mortgage in writing, dated October 25, 2006 covering real property in Anderson County (the "Property"), which is the same as that described in the Complaint. The Mortgage was filed on October 31, 2006, and is of record in the Office of RMC/ROD in Book 7671 at Page 139 and constitutes a first mortgage lien on the Property.

12. The Plaintiff herein subsequently became the holder of the Note and the Mortgage was assigned to the Plaintiff.

13. According to Plaintiff's accounting, including the Validation of Debt filed herein and testimony at trial, Booms only made two payments after obtaining the loan, which qualifies as a default under the Note and Mortgage.

14. After all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Note, with interest at the rate provided in the Note, advances made by Plaintiff, and other costs and expenses of the action, all allowed by the Note and secured by the Mortgage, is as follows:

(a) Principal due June 1, 2007 ..... $559,859.47

(b) Interest from May 1, 2007 through March 31, 2012 ..... $262,986.94*

05/01/07 at 9.450% (550 days)
11/01/08 at 10.500% (181 days)
05/01/09 at 9.450% (184 days)
11/01/09 at 9.450% (181 days)
05/01/10 at 9.450% (184 days)
11/01/10 at 9.450% (181 days)
05/01/11 at 9.450% (184 days)
11/01/11 at 9.450% (151 days)

*Interest accrues at the per diem rate of $144.95

(c) Escrow Advances $5,491.49

12/23/10 County Tax Payment $2,651.75
12/16/11 County Tax Payment $2,651.74
07/29/10 Hazard Insurance Payment $188.00
[2007, 2008 & 2009 Taxes and Insurance Included in Acquisition Reserve]

(d) Foreclosure Fees Advanced $1,050.00

(e) Property Inspection Fees $167.00

03/08/10 - $52.00 (prior servicer)
03/29/10 - $15.00
05/03/10 - $15.00
06/04/10 - $15.00
09/06/11 - $15.00
07/27/11 - $14.00
06/29/11 - $14.00
10/12/11 - $14.00
11/14/11 - $14.00

(f) Pre-Acceleration Late Charges $1,807.44

(g) Prior Servicer Advances $7,246.92

Return Payment Fee - $50.00
Pay by Phone EPS - $20.00
Acquisition Reserve - $7,176.92

(h) Credit (monies held in suspense) ..... $(130.89)

(i) Less Set-Off for Violation of Attorney-Preference Statute ..... $(7,500.00)

TOTAL debt secured by Note and Mortgage, including interest to date shown $830,978.37

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 9.45% per annum (pursuant to the terms of the Note and Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the first Mortgage through the date to which such interest is computed.

15. There are no parties that may claim a subordinate lien upon or subordinate legal interest in the subject property.

16. Plaintiff is seeking the usual foreclosure of the first Mortgage and has in the Complaint expressly waived the right to a personal or deficiency judgment.

17. Booms claimed that she was not provided with a Notice of Right to Choose Counsel prior to the closing, and there was no evidence submitted to dispute her claim. However, Booms only made two payments on the Note and did not present any evidence of actual damages resulting from the failure to be provided with the Attorney-Preference notice, and further Plaintiff is not the original lender. Therefore, under the South Carolina Attorney-Preference statute, the maximum Booms is permitted is a setoff of the foreclosure judgment in the maximum amount of $7,500.

18. There was sufficient evidence presented at trial to establish that the amount of the debt exceeds the value of the Property by more than $7,500, and therefore, there will not be any surplus funds available after the foreclosure sale.

19. Booms did not present any evidence that the terms of the Note and/or Mortgage were unconscionable, as set forth in the South Carolina Consumer Protection Code.

20. Booms did not present any evidence that Plaintiff owed a fiduciary duty to Booms, or that such duty was breached.

21. Booms did not provide any evidence that Plaintiff engaged in any unlawful practice, or that Booms incurred any ascertainable damages as set forth in the South Carolina Unfair Trade Practices Act.

22. Booms did not provide any evidence that the Plaintiff violated Sections 37-23-50 or 37-23-70 of the South Carolina Consumer Protection Code.

IT IS THEREFORE ORDERED:

23. There is due on the Note and first Mortgage the sum of $830,978.37, as set out in the Findings of Fact *supra*, (the "Final Total Debt") together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

24. The amount due in the preceding paragraph shall accrue interest at the rate of the Note per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

25. Booms' set-off in the amount $7,500 has been deducted from the Final Total Debt, reducing the Final Judgment Amount to $830,978.37.

26. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. § 14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

27. Booms is liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 9.45% per annum shall pay on or before the date of sale of the Property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

28. This matter is hereby referred to the Honorable Ellis B. Drew, Master-in-Equity for Anderson County to direct entry of the judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action.

29. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or issuance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Judicial sales will be conducted pursuant to South Carolina Code Section 15-39-680 or on any other convenient sale's date as may be determined by the Master in Equity. Pursuant to Rule 53(e), SCRCP, an appeal from the final judgment so entered shall be made directly to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Rules.

30. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the Master in Equity or other court-appointed or designated agent or auctioneer at public auction at the Anderson County Courthouse, in the City of Anderson, and State of South Carolina on a sales day determined by the Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 9.45%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

g. If, after the surplus funds, the Property sells for more than the Total Debt, plus any fees and/or commissions set by the Master in Equity, the Master in Equity or Special Referee shall disburse any surplus funds accordingly.

31. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

32. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

33. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

34. In the event an agent of Plaintiff does not appear at the time of sale, the within Property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

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

36. The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this sale and to any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including a reasonable attorney fee) or so much thereof as the purchase money will pay on the same;

37. NEXT: Any surplus should be held pending further Order of this court.

38. In the event the successful bidder is someone other than the Defendant in possession of the subject property, the Sheriff of Anderson County is ordered and directed to eject and

remove from the property the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

39. In the event the successful bidder is other than the Defendant in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

40. The Defendant named herein, and all persons whosoever claiming under Defendant, is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

41. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

42. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

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

44. The following is a description of the property herein ordered to be sold:

All that piece or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South Carolina, and being more particularly described as follows:

Being all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 766, Page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina.

This being the identical property conveyed to Rhonda Booms by deed of Carl D. Geier and Ann B. Geier dated January 13, 2006 and recorded March 3, 2006 in Deed book 7234 at Page 131.

Property Address: 5044 WESTWIND WAY
ANDERSON, SC 29626

TMS# 047-00-06-025

J. Cordell Maddox, Jr.
Judge of the Tenth Judicial Circuit

5/31, 2012
Anderson, South Carolina

Record 14

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1,

Plaintiff,

v.

Rhonda Booms;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2007-3440

07-LP-04-00237

LIS PENDENS
Deficiency Judgment Waived

(011114-00140)

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Rhonda K. Booms to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Mortgage Lenders Network USA, Inc. (MIN #1002610-3030076804-0) dated October 25, 2006, and recorded in the Office of the RMC/ROD for Anderson County on October 31, 2006, in Mortgage Book 7671 at Page 139. This mortgage was subsequently assigned to the Plaintiff herein.

The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

All that piece or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South Carolina, and being more particularly described as follows:

Being all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 766, Page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina.

A TRUE COPY

OCT 31 2007

Carey M. Phillips
CLERK OF COURT

This being the identical property conveyed to Rhonda Booms by deed of Carl D. Geier and Ann B. Geier dated January 13, 2006 and recorded March 3, 2006 in Deed book 7234 at Page 131.

Property Address: 5044 WESTWIND WAY
ANDERSON, SC 29626

TMS# 047-00-06-025

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Samuel C. Waters (SC Bar #5958) Cheryl H. Fisher (SC Bar #15213)
Reginald P. Corley (SC Bar #69453) Jennifer W. Rubin (SC Bar #16727)
Ellie C. Floyd (SC Bar # 68635) Michael P. Morris (SC Bar #73560)
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Columbia, SC 29210 (803) 744-4444

Columbia, South Carolina
October 30, 2007

Record 16

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1,

Plaintiff,

v.

Rhonda Booms;

Defendant(s).

(011114-00140)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2007-3440

SUMMONS AND NOTICES
(NON-JURY)
FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Waived

A TRUE COPY
OCT 31 2007
Carry M. Phillips
CLERK OF COURT

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Samuel C. Waters (SC Bar #5958) Cheryl H. Fisher (SC Bar #15213)
Reginald P. Corley (SC Bar #69453) Jennifer W. Rubin (SC Bar #16727)
Ellie C. Floyd (SC Bar # 68635) Michael P. Morris (SC Bar #73560)
Eve Moredock Stacey (SC Bar # 5300) Mary R. Powers (SC Bar #16534)
Robert P. Davis (SC Bar # 74030) Timothy B. Killen (SC Bar #72501)
220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)
Columbia, SC 29210 (803) 744-4444

Columbia, South Carolina
October 30, 2007

Record 18

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1,

Plaintiff,

v.

Rhonda Booms;

Defendant(s).

(011114-00140)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2007-3440

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE MORTGAGE
Deficiency Judgment Waived

A TRUE COPY
OCT 31 2007
Carey M. Phillips
CLERK OF COURT

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Anderson County, South Carolina.

2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.

3. Plaintiff is the owner and holder of the Note and Mortgage described hereafter and the subject of this action.

4. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

5. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

6. Heretofore, on or about October 25, 2006, Rhonda K. Booms made, executed and delivered a certain Adjustable Rate Note ("Note") in the principal sum of $560,500.00, payable in monthly installments.

7. In order to secure the payment of the Note according to the terms and conditions thereof, Rhonda K. Booms made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Mortgage Lenders Network USA, Inc. (MIN #1002610-3030076804-0) a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

All that piece or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South Carolina, and being more particularly described as follows:

Being all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 766, Page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina.

This being the identical property conveyed to Rhonda Booms by deed of Carl D. Geier and Ann B. Geier dated January 13, 2006 and recorded March 3, 2006 in Deed book 7234 at Page 131.

Property Address: 5044 WESTWIND WAY
ANDERSON, SC 29626

TMS# 047-00-06-025

8. The Mortgage was signed, witnessed and probated October 25, 2006; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Anderson County on October 31, 2006, in Mortgage Book 7671 at Page 139. This mortgage was subsequently assigned to the Plaintiff herein.

9. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a first lien on the mortgaged premises.

10. Any notice required by the terms of the Mortgage or by state or federal law has been given to the applicable Defendant(s) prior to the commencement of this action.

11. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for June 1, 2007, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of June 1, 2007, the sum of $559,859.47, with interest at the rate of 9.45% per annum from May 1, 2007, and also for the costs and disbursements of this action, including attorney's fees.

12. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

13. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

14. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

15. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. None.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(6) Issue an order directing the Sheriff of Anderson County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

(7) Order such other and further relief as may be just and proper.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Samuel C. Waters (SC Bar #5958) Cheryl H. Fisher (SC Bar #15213)
Reginald P. Corley (SC Bar #69453) Jennifer W. Rubin (SC Bar #16727)
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220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)
Columbia, SC 29210 (803) 744-4444

Columbia, South Carolina
October 30, 2007

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. Section 1601, As Amended

1. The amount of the debt as of June 1, 2007, is the sum of $559,859.47, with interest at the rate of 9.45% per annum from May 1, 2007, and the costs and disbursements of this action, including attorney's fees.

2. Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1 is the Creditor to whom the debt is owed.

3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.

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

5. If the Creditor named in this notice is not the original Creditor, and if you make a request to the Creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.

6. Written requests should be addressed to Rogers Townsend and Thomas, PC, Post Office Box 100200, Columbia, South Carolina 29202-3200.

7. This notice should <u>not</u> be construed as a thirty (30) grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF SOUTH CAROLINA)	**IN THE COURT OF COMMON PLEAS**
)	
COUNTY OF ANDERSON)	
)	**CASE # 2007-CP-04-3440**
)	
DEUTSCHE BANK NATIONAL)	
TRUST COMPANY as)	
TRUSTEE for the MLMI)	
Trust Series 2007-MLNI,)	
)	
Plaintiff,)	**ANSWER TO COMPLAINT**
)	**FOR FORECLOSURE**
Vs.)	
)	
RHONDA BOOMS)	
)	
Defendant.)	
)	

The defendant, Rhonda Booms, answering the Complaint of the plaintiff would respectfully allege and show unto the Court as follows:

1. Each and every allegation of the complaint not hereinafter expressly admitted is denied.

2. Paragraphs 1, 2, 3, 4, 6, 12, 14, and 15 are admitted.

3. The defendant is without information necessary to answer paragraphs 5, 7, 8, 9, 10 and 13, and, thereby, denies same.

4. Paragraph 11 is denied.

WHEREFORE, having fully answered plaintiff's complaint, the defendant prays for relief as follows:

1. That the plaintiff's complaint be dismissed;

2. That the defendant be allowed to reinstate her mortgage on the subject property.

3. For the costs of the defense of this action and for such other relief as the Court feels just and proper.

Robert C. Ray
S. C. Bar No. 4653
Attorney for Defendant
306 A Mills Ave.
Greenville, SC 29605
(864) 233-4555

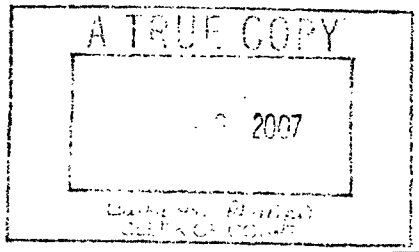
Nov 27, 2007
Greenville, South Carolina

STATE OF SOUTH CAROLINA **COUNTY OF ANDERSON** DEUTSCHE BANK NATIONAL **TRUST COMPANY as TRUSTEE for the MLMI Trust Series 2007-MLNI,** **Plaintiff,** **Vs.** **RHONDA BOOMS** **Defendant.**	**IN THE COURT OF COMMON PLEAS** **CASE # 2007-CP-04-3440** **ANSWER TO COMPLAINT FOR FORECLOSURE**

I hereby certify that I have this 27 day of November, 2007, served a copy of defendant's answer to plaintiff's complaint by mailing a copy of same postage prepaid, in the United States mail, with sufficient postage affixed as follows:

Timothy B. Killen
Rogers Townsend & Thomas Law Firm
P.O. Box 100200
Columbia, S.C. 29210

Jan Garland
Secretary to Robert C. Ray



STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**C.A.#2007-CP-04-3440**
	)	
DEUTSCHE BANK NATIONAL COMPANY AS TRUSTEE FOR THE MLMI TRUST SERIES 2007-MLMI,	)	**AMENDED ANSWER AND COUNTERCLAIM JURY TRIAL DEMANDED**
Plaintiff,	)	
VS	)	
RHONDA BOOMS,	)	
Defendant.	)	

Defendant, by and through her undersigned attorney, for his answer to Plaintiff's Complaint, states as follows:

Defendant denies each and every allegation of the Plaintiff's Complaint, not expressly, admitted explained and/or qualified.

1. Defendant admits the allegations contained in Paragraph 1 of Plaintiff's Complaint (hereafter references to paragraphs of Plaintiff's Complaint will be stated as "Paragraph __").

2. Defendant admits the allegations contained in Paragraph 2.

3. Defendant admits the allegations contained in Paragraph 3.

4. Defendant admits the allegations contained in Paragraph 4.

5. As to Paragraph 5, § 15-35-840 speaks for itself, and Defendant does not have sufficient information to admit or deny Paragraph 5, thus must deny same and demand strict proof thereof.

6. With respect to Paragraphs 6, 7, 8 and 9 Defendant admits

executing the Note and mortgage. The terms of the note and mortgage speak for themselves, and any allegations contained in these paragraphs not consistent with the terms of the note and mortgage are denied, and Defendant demands strict proof thereof.

7. With respect to Paragraph 10, Defendant admits demand for payment has been made.

8. With respect to Paragraph 11, the allegation that "After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for June 1, 2007, and the conditions of the Note and Mortgage have been broken." is a legal conclusion to which no response is required. Defendant admits that Plaintiff has accelerated the balance Defendant does not have sufficient information to admit or deny the remaining allegations contained in Paragraph 4, thus must deny same, and demand strict proof thereof.

9. Defendant admits the allegations contained in Paragraph 12.

10. Defendant does not have sufficient information to admit or deny Paragraphs 13, 14, and 15, thus must deny same and demand strict proof thereof.

11. Defendant denies the allegations contained in the Paragraphs following the word Wherefore, and demands strict proof thereof.

AFFIRMATIVE DEFENSES

6. Defendant incorporates herein by reference the above allegations.

7. Defendant hereby incorporates Defendant's Counterclaim in its entirety as and for his First, Second, Third Fourth Fifth and Sixth Affirmative Defenses

as if fully set forth herein.

SEVENTH AFFIRMATIVE DEFENSE

8. Defendant incorporates herein by reference the above allegations.

9. Plaintiff is barred from recovery by the equitable doctrine of estoppel.

EIGHTH AFFIRMATIVE DEFENSE

10. Defendant incorporates herein by reference the above allegations.

11. Defendant is barred from recovery pursuant to the equitable doctrine of unclean hands.

NINTH AFFIRMATIVE DEFENSE

12. Defendant incorporates herein by reference the above allegations.

13. Defendant is barred from recovery pursuant to the equitable doctrine of waiver.

TENTH AFFIRMATIVE DEFENSE

14. Defendant incorporates herein by reference the above allegations.

15. Defendant is barred from recovery pursuant to the doctrine of illegality.

ELEVENTH AFFIRMATIVE DEFENSE

16. Defendant incorporates herein by reference the above allegations.

17. Defendant is barred from recovery pursuant to the doctrine of economic duress.

TWELFTH AFFIRMATIVE DEFENSE

18. Defendant incorporates herein by reference the above allegations.

19. Plaintiff's complaint fails to state facts sufficient to constitute a cause of action, thus must be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

WHEREFORE, Defendant expressly denies that Plaintiff is entitled to any relief requested in the Complaint, demands judgment be entered in favor of Defendant on all matters claimed in the Complaint, including an award of his costs herein, and for all other relief that this Court deems just and appropriate.

COUNTERCLAIM

Defendant/Counter-Plaintiff, (hereinafter referred to as " Defendant " or "Counter-Plaintiff"), complains of the Plaintiff/Counter-Defendant (hereafter referred to as "Plaintiff" or "Counter-Defendant" and alleges as follows:

PRELIMINARY STATEMENT

Counter-Plaintiff is a citizen and resident of Anderson County, South Carolina who was victimized by the wrongful conduct (the "Conduct") described herein in a number of ways. Additionally, the acts underlying the Actions, Conduct and/or Omissions are unfair and deceptive acts and practices in violation of the South Carolina Unfair Trade Practices Act and the South Carolina Consumer Protection Code, constitute a breach of contract accompanied by fraudulent act and/or with fraudulent intent, constitutes common law breach of fiduciary duty.

PARTIES

1. Counter-Plaintiff is natural person who is a citizen and resident of

Anderson County, South Carolina.

2. Counter-Defendant, on information and belief is a corporation, and which is engaged in trade or commerce in Anderson County, South Carolina as defined by SC Code Ann., §39-5-10(b). Further, Counter-Defendant, by and through its agents, servants, and/or employees is a financial institution.

FACTS

3. On or about March 1, 2006, Counter-Plaintiff executed and delivered a note and mortgage to WMC Mortgage Corp. in order to secure the purchase of the below mentioned residential real estate which is the subject of this action.

4. On or about October 25, 2006, Counter-Plaintiff made, executed and delivered a certain Adjustable Rate Note ("Note') in the principal sum of $560,500.00, payable in monthly installments. This mortgage loan transaction was a refinance of Counter-Defendant's residence located in South Carolina and the debt was incurred by Counter-Plaintiff primarily for personal, family or household purposes and the loan was and is secured by a mortgage on real estate upon which is located a structure designed principally for occupancy of from one to four families and was and is to be occupied by the Counter-Plaintiff as the Counter-Plaintiff's principal dwelling.

5. In order to secure the payment of the Note according to the terms and conditions thereof, Counter-Plaintiff made, executed and delivered unto Mortgage Lenders Network USA, Inc. ("MLN") a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property:

> All that piece or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South

Carolina, and being more particularly described as follows:
Being all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 766, page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina. This being the identical property conveyed to Rhonda Booms by deed of Carl D. Geier and Ann B. Geier dated January 13, 2006 and recorded March 3, 2006 in Deed Book 7234 at Page 131.

6. The mortgage broker in the transaction which is the subject of this action was Family First Mortgage Corporation ("First Family") who, by and through its agents, servants, and/or employees brokered this loan transaction with MLN.

7. On information and belief, at all times mentioned herein, MLN by and through its principals, agents, servants, and/or employees, at all times relevant hereto, was in the business of offering, soliciting and extending loans in the subprime market. The subprime market is comprised of people who are perceived to be greater credit risks and supposedly do not meet the stricter underwriting standards required to qualify for prime, or A credit loans. These subprime borrowers are charged higher interest rates and/or up front fees than the A credit borrowers.

8. At all times herein mentioned, Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees were creditors and/or lenders within the meaning of the South Carolina Consumer Protection Code.

9. At all times mentioned herein, Counter-Plaintiff was and is a consumer and/or borrower within the meaning of the South Carolina Consumer Protection Code.

10. At all times mentioned herein, the transaction which is the subject

of this action was and is a loan transaction within the meaning of § 37-10-101 et seq of the South Carolina Consumer Protection Code.

11. At all times mentioned herein, the transaction which is the subject of this action was and is a High Cost and/or Consumer Home Loan transaction within the meaning of § 37-23-101 et seq of the South Carolina Consumer Protection Code.

12. Counter-Plaintiff received no reasonable, tangible net benefit from the mortgage loan transaction which is the subject of this action and the Counter-Plaintiff's note rate of interest was not reduced by 2 per cent, among other things.

13. Further, Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees failed to ascertain Counter-Plaintiff's preference as to legal counsel as required by § 37-10-102 S.C. Code of Laws Ann. regarding the mortgage loan which is the subject of this action.

14. According to the Federal Truth in Lending Disclosure Statement regarding the loan which is the subject of this action, the loan has a balloon payment of approximately $396,593.44, and a finance charge of approximately $1,820,507.54.

15. Counter-Defendant is not a holder in due course.

16. The violations were and/or evident from the face of the documents assigned to Counter-Defendant.

17. Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees obtained a mortgage loan secured by Counter-Plaintiff's residence at an exceptionally high interest rate, and further failed to comply with applicable disclosure laws and/or concealed material facts

from the Counter-Plaintiff that Counter-Plaintiff was entitled to know and understanding prior to executing the note and mortgage which is the subject of this action.

18. According to the Settlement Statement, First Family received a loan origination fee of approximately $2,802.50, and an application fee of approximately $900.00.

19. Further, First Family received a yield spread premium ("YSP") of approximately $11,210.00 from MLN.

20. The YSP is the cash rebate paid to a mortgage broker based on selling an interest rate above the wholesale par rate that the borrower qualifies for.

21. At all times mentioned herein, Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees, expressly or by implication, held themselves out to the public and to Counter-Plaintiff to be an expert in their respective fields, and further, at all times mentioned herein, Counter-Plaintiff reposed great trust and confidence in Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees, who at all times were acting within the course and scope of their agency and/or employment with Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN.

22. Counter-Plaintiff never received any counseling on the advisability of the loan transaction which is the subject of this action.

23. On information and belief, Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or

employees did not receive written certification from a counselor approved by the South Carolina State Housing and Finance and Development authority that Counter-Plaintiff had received counseling on the advisability of the loan transaction and the appropriate loan for Counter-Plaintiff.

24. At the time Counter-Plaintiff received the Real Estate Settlement and Procedures Act ("RESPA") disclosures and before the closing of the mortgage loan transaction which is the subject of this action, Counter-Plaintiff did not receive a disclosure form stating the dollar amount of the YSP nor the percentage of the YSP in relation to the loan amount.

25. The aforementioned loan transaction which is the subject of this action was and is unconscionable within the meaning of § 37-10-105 S.C. Code of Laws Ann., and/or was induced by unconscionable conduct.

26. At the time Counter-Plaintiff applied for the mortgage loan which is the subject of this action Counter-Plaintiff was not provided with a document specifying the agency designated to receive complaints or inquiries about the origination and making of the loan, with the telephone number and address of the agency, nor did Counter-Plaintiff sign a copy of any document acknowledging receipt of the this disclosure.

27. As a direct result of the actions, conduct and/or omissions of Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees, Counter-Plaintiff has suffered embarrassment, humiliation, loss of sleep and emotional distress, her property has become encumbered

by excessive finance charges and/or her creditworthiness has been damaged, among other things.

FOR A FIRST CAUSE OF ACTION
VIOLATION OF THE SOUTH CAROLINA
UNFAIR TRADE PRACTICES ACT

28. Counter-Plaintiff incorporates by reference all allegations set forth above.

29. By its conduct as alleged herein, Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees have engaged in acts or practices that are unfair, deceptive or misleading in the conduct of trade or commerce in a material way in violation of the South Carolina Unfair Trade Practices Act.

30. As a result of the actions, omissions and/or conduct of Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees, as set forth herein, Counter-Plaintiff has suffered financial loss.

31. Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees' actions and practices as alleged herein are capable of repetition.

32. Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees' and practices as set forth herein were willful and intentional violations of the rights Counter-Plaintiff. Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents,

servants, and/or employees' practices are also intentional and willful violations of the South Carolina Unfair Trade Practices Act.

33. As a direct and proximate result the aforementioned violations of the South Carolina Unfair Trade Practices Act, Counter-Plaintiff has been damaged and has incurred attorney fees and costs, for which damages, attorney fees and costs Counter-Defendant is liable, and further such damages should be trebled according to law.

FOR A SECOND CAUSE OF ACTION
BREACH OF CONTRACT AND/OR
BREACH OF CONRACT ACCOMPANIED BY FRAUDULENT ACT

34. Counter-Plaintiff incorporates by reference all allegations set forth above.

35. The aforementioned actions, conduct and/or omissions of Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees constitute a breach of contract, and further Counter-Plaintiff is informed and believes that said breach was accompanied by fraudulent act(s) and/or with fraudulent intent.

36. Further, Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees has breached the covenant of good faith and fair dealing which is implied in all South Carolina contracts and/or as prescribed by § 36-1-203 S.C. Code of Laws Ann.

37. As a direct and proximate result of the breach of contract and/or breach of contract accompanied by fraudulent act and/or with fraudulent intent,

Counter-Plaintiff has been damaged and has incurred attorney fees and costs for which damages, costs and attorney fees Counter-Defendant is liable.

FOR A THIRD CAUSE OF ACTION
VIOLATION OF § 37-23-70 S.C. CODE OF LAWS ANN.

38. Counter-Plaintiff incorporates by reference all allegations set forth above.

39. The aforementioned actions, conduct and/or omissions of Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees are in violation of and prohibited by § 37-23-70 S.C. Code of Laws Ann., and further said violation were intentional and deliberate.

40. As a direct and proximate result of the violation(s) of § 37-23-70 S.C. Code of Laws Ann. by Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees, Counter-Plaintiff has been damaged, both actually and punitively, for which damages, Counter-Defendant is liable.

FOR A FOURTH CAUSE OF ACTION
BREACH OF FIDICIARY DUTY

41. Counter-Plaintiff incorporates by reference all allegations set forth above.

42. At all times mentioned herein, pursuant to § 40-58-78 S.C. Code of Laws Ann. and § 37-23-20 S.C. Code of Laws Ann. Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees owed to Counter-Plaintiff a duty of utmost care, honesty, and loyalty in the

transaction, including the duty of full disclosure of all material facts.

43. Further, Plaintiff, Plaintiff's assignors, First Family and/or MLN, their agents, servants, and/or employees expressly or by implication held themselves out to be experts in their respective fields, nurtured Counter-Plaintiff's trust and confidence, and Counter-Plaintiff reposed great confidence and trust in Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees.

44. At all times mentioned herein, a fiduciary relationship existed between Counter-Plaintiff and Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees wherein Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees owed a fiduciary duty to Counter-Plaintiff.

45. The aforementioned actions, conduct and/or omissions by Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees constitutes a breach of the fiduciary duty owed to Counter-Plaintiff by Plaintiff, Plaintiff's assignors, First Family and/or MLN, their agents, servants, and/or employees.

46. As a direct and proximate result of the breach of fiduciary duty by Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees, Counter-Plaintiff has been damaged, both actual and punitive for which damages the Plaintiff is liable.

FOR A FIFTH CAUSE OF ACTION
VIOLATION OF § 37-23-50 S.C. CODE OF LAWS ANN.

47. Counter-Plaintiff incorporates by reference all allegations set forth above.

48. The aforementioned actions, conduct and/or omissions of Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees are in violation of and prohibited by § 37-23-50 S.C. Code of Laws Ann., and further said violation were intentional and deliberate.

49. As a direct and proximate result of the violation(s) of § 37-23-50 S.C. Code of Laws Ann. by Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees, Counter-Plaintiff has been damaged, both actually and punitively, for which damages, Counter-Defendant is liable.

FOR A SIXTH CAUSE OF ACTION
VIOLATION OF § 37-23-50 S.C. CODE OF LAWS ANN.

50. Counter-Plaintiff incorporates by reference all allegations set forth above.

51. The aforementioned actions, conduct and/or omissions of Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees are in violation of and prohibited by § 37-10-101 et seq S.C. Code of Laws Ann., and further said violations were intentional and deliberate.

52. As a direct and proximate result of the violation(s) of § 37-10-101 et seq S.C. Code of Laws Ann. by Counter-Defendant, Counter-Defendant's assignors, First Family and/or MLN, their agents, servants, and/or employees, Counter-Plaintiff has been damaged, both actually and punitively, for which damages, Counter-

Defendant is liable.

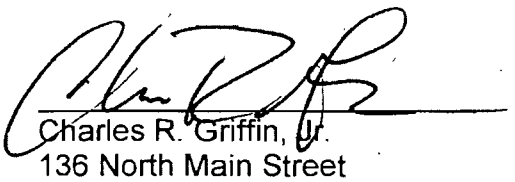
WHEREFORE, Counter-Plaintiff prays that Counter-Defendant's complaint be dismissed with costs and Counter-Plaintiff demands judgment against Counter-Defendant for actual damages, punitive damages, treble damages, statutory damages attorney fees and costs and for such other and further relief that this Court deems just and proper under the circumstances.

JURY DEMAND

Counter-Plaintiff demands a jury trial of all issues so justiciable.

THE GRIFFIN FIRM, LLC

DATED: February 1, 2008

BY: 

Charles R. Griffin, Jr.
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(864) 231-8870
(864) 231-7797 fax

Attorney for Defendant/Counter-Plaintiff

Record 41

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF ANDERSON	)	**C.A.#2007-CP-04-3440**
	)	
DEUTSCHE BANK NATIONAL COMPANY AS TRUSTEE FOR THE MLMI TRUST SERIES 2007-MLMI,	)	
	)	
Plaintiff,	)	
	)	**CERTIFICATE OF SERVICE**
VS	)	
	)	
RHONDA BOOMS,	)	
	)	
Defendant.	)	

The undersigned, does hereby certify that he served the Defendant's Amended Answer and Counterclaim on the Plaintiff by depositing a copy of same in the United States Mails with sufficient postage affixed on the 1st Day of February, 2008 and addressed to:

Jennifer W. Rubin
Attorney at Law
220 Executive Center Dr., Ste 109
Post Office Box 100200
Columbia, SC 29202

Charles R. Griffin, Jr.

Dated: February 1, 2008

Law Offices Of
THE GRIFFIN FIRM, L.L.C.
136 North Main Street
Anderson, South Carolina 29621

Record 42

STATE OF SOUTH CAROLINA COUNTY OF ANDERSON Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1, Plaintiff, vs. Rhonda Booms, Defendant(s). (511114.140)	IN THE COURT OF COMMON PLEAS DOCKET NO.: 07-CP-04-3440 REPLY TO AMENDED ANSWER AND COUNTERCLAIM

Plaintiff, Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1 (hereinafter "Plaintiff"), by way of Reply to the Amended Counterclaim of Defendant, alleges:

1. Each and every allegation not specifically admitted is denied.

(FOR A FIRST DEFENSE)
(General Denial)

2. Plaintiff denies the allegations made in the Preliminary Statement found on page four (4) of Defendant's Answer and Counterclaim.

3. Plaintiff is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 1 of the Counterclaim.

4. Paragraphs 2 and 3 of the Counterclaim are admitted.

5. Plaintiff admits the allegation of the first sentence of Paragraph 4 of the Counterclaim. Plaintiff is without knowledge and information sufficient to form a belief as to the allegation of the second sentence of Paragraph 4, with the exception that Plaintiff denies Defendant's allegation that the real property at issue was to be occupied as Defendant's principal dwelling.

6. Paragraph 5 of the Counterclaim is admitted.

7. Plaintiff is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 6 of the Counterclaim.

8. Paragraph 7 of the Counterclaim is denied.

9. Plaintiff is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 8 of the Counterclaim; therefore Paragraph 8 is denied.

10. Plaintiff is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraphs 9 and 10 of the Counterclaim; therefore Paragraphs 9 and 10 are denied.

11. Paragraphs 11 and 12 of the Counterclaim are denied.

12. Paragraph 13 of the Counterclaim is denied.

13. Plaintiff is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 14 of the Counterclaim.

14. Paragraphs 15, 16 and 17 of the Counterclaim are denied.

15. Paragraph 18 of the Counterclaim is admitted.

16. Plaintiff is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraphs 19, 20, 21, 22, 23 and 24 of the Counterclaim.

17. Paragraph 25 of the Counterclaim is denied.

18. Plaintiff is without knowledge sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 26 of the Counterclaim.

19. Paragraph 27 of the Counterclaim is denied.

20. Answering paragraph 28 of the Counterclaim, Plaintiff incorporates all of Plaintiff's allegations.

21. Paragraphs 29 through 33 of the Counterclaim are denied.

22. Plaintiff answers paragraph 34 of the Counterclaim by repeating all allegations of this Reply.

23. Paragraphs 35 through 37 of the Counterclaim are denied.

24. Plaintiff answers paragraph 38 of the Counterclaim by repeating all allegations of this Reply.

25. Paragraphs 39 and 40 of the Counterclaim are denied.

26. Plaintiff answers paragraph 41 of the Counterclaim by repeating all allegations of this Reply.

27. Paragraphs 42 through 46 are denied.

28. Plaintiff answers paragraph 47 of the Counterclaim by repeating all allegations of this Reply.

29. Paragraphs 48 and 49 of the Counterclaim and denied.

30. Plaintiff answers paragraph 50 of the Counterclaim by repeating all allegations of this Reply.

31. Paragraphs 51 and 52 of the Counterclaim are denied.

FOR A SECOND DEFENSE
(Failure to State a Cause of Action)

1. Defendant's Causes of Action fail to state facts sufficient to constitute their respective causes of action.

FOR A THIRD DEFENSE
(Unclean Hands)

2. Defendant remained in default for much of the history of this loan. Because she comes into this court with unclean hands, she should be barred from any recovery.

FOR A FOURTH DEFENSE
(Failure to Mitigate Damages)

3. Defendant failed to mitigate her damages, and this failure bars her from recovering those damages that she could have prevented by the exercise of reasonable care.

FOR A SEVENTH DEFENSE
(Punitive Damages Unconstitutional)

4. Defendant is not entitled to recover punitive damages in this action because:

a. An award of punitive damages would violate the Eighth Amendment to the United States Constitution and Article I Section XV of the South Carolina Constitution in that any award of punitive damages would constitute an excessive fine;

b. An award of punitive damages would violate both the Fourteenth Amendment to the United States Constitution and Article I Section III of the South Carolina Constitution in that the power of the court to award punitive damages in any amount it chooses would be wholly devoid of any meaningful standard and would be inconsistent with the guarantees of due process of law;

c. An award of punitive damages would violate the Fifth, Sixth and Fourteenth Amendments to the United States Constitution and Article I Section III of the South Carolina Constitution because even if a standard governing the imposition of punitive damages exists, that standard is void for vagueness;

d. An award of punitive damages would violate the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and Article I Section III of the South Carolina Constitution in that award of punitive damages would be based in part on the wealth of the Plaintiff.

e. An award of punitive damages would violate the Federal Doctrine of Separation of Powers and Article I Section VIII of the South Carolina Constitution because punitive damages are a creation of the judicial branch of government, the creation of which invades the province of the legislative branch; and

f. An award of punitive damages would violate the Commerce Clause of the United States Constitution because the Plaintiff at the time of the quoted payoffs was engaged in interstate commerce, and the threat of a punitive damage award under a particular state's law would have a chilling effect on interstate commerce passing through that state.

WHEREFORE, having fully set forth its Reply to the Counterclaim of Defendant Rhonda Booms, Plaintiff prays that this Honorable Court inquire into the matters at issue:

1. Dismiss the Counterclaim with costs;
2. Grant Plaintiff judgment on its Complaint and the relief requested therein; and
3. Award to Plaintiff such other and further relief as may be just and proper.

Robert J. Thomas (SC Bar # 5534)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive – Suite 109 (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900

ATTORNEY FOR PLAINTIFF

March 20, 2009

CERTIFICATE OF SERVICE BY MAIL
Case # 07-CP-04-3440

I, the undersigned attorney, for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have on served a copy of the foregoing document upon counsel of record by U.S. Mail, postage prepaid, on March 20, 2009 at the following address(es)

Document Served:

Reply to Amended Answer and Counterclaim

Counsel Served:

Charles R. Griffin, Jr., Esq.
The Griffin Firm, LLC
136 North Main Street
Anderson, SC 29621

Robert J. Thomas (SC Bar # 5534)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive – Suite 109 (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900

ATTORNEY FOR PLAINTIFF

MOTION FEE PAID

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF ANDERSON)	C.A. # 2011-CP-04-3440
Deutsche Bank National Trust)	
Company as Trustee for the)	
MLMI Trust Series 2007-MLNI,)	
)	
Plaintiff,)	NOTICE OF MOTION AND
)	MOTION TO RECONSIDER
vs.)	AND/OR FOR A NEW TRIAL
)	
Rhonda Booms,)	
)	
Defendant.)	
)	

A TRUE COPY
JUN 2 1 2012
CLERK OF COURT

TO: THE PLAINTIFFAND ITS ATTORNEY ROBERT A. MUCKENFUSS

YOU WILL PLEASE TAKE NOTICE, that the undersigned, as attorney for the Defendant will move before the Honorable Cordell Maddox, presiding Judge of the Court of Common Pleas for the Tenth Judicial Circuit, ten (10) days after service hereof or as soon as practical, Anderson County Courthouse, Anderson, South Carolina, Rule 52, 55, 59 and/or 60 of the South Carolina Rules of Civil Procedure, or any other applicable statute, rule or case law, for an Order reconsidering its Order dated June 5, 2012 which was received by the Defendant's attorney on June 14, 2012 and/or granting the Defendant a New Trial in this matter.

The grounds for this motion include:

A. Trial Court erred in finding that Defendant did not present any evidence of actual damages resulting from the failure to be provided with the Attorney-Preference notice.

B. Trial Court erred in finding that the maximum Defendant is permitted is a setoff of the foreclosure judgment in the maximum amount of $7,500.

C. Trial Court erred in granting Plaintiff's motion in limine as to statements made by the mortgage servicer to Defendant since the mortgage servicer was an agent of the Plaintiff.

D. Trial Court erred in not finding that Defendant's actual damages include potential imputed income as a result of forgiveness of debt income by the Internal Revenue Service.

E. Trial Court erred in finding that Defendant did not present any evidence that the terms of the Note and/or Mortgage were unconscionable, as set forth in the South Carolina Consumer Protection Code.

F. Trial Court erred in failing to to find that Plaintiff was not a holder in due course since it is undisputed that Plaintiff acquired the Note and Mortgage after the loan was in default.

G. Trial Court erred failing to find that Plaintiff was barred from recovery pursuant to the equitable doctrine of unclean hands since it was undisputed that the loan closing that was the subject of this action was not done under the supervision of a licensed South Carolina attorney as is required by law.

Wherefore, the Defendant respectfully requests that the Court reconsider it prior Order, vacate said Order, Amend said Order and/or grant the Defendant a New Trial in this matter, and for such other and further relief that this Court deems just and proper.

I SO MOVE,

THE GRIFFIN FIRM, LLC

June 20, 2012

By: _____

Charles R. Griffin, Jr.
136 North Main Street
Anderson, South Carolina 29621
(864) 231-8870
(864) 231-7797 fax

Attorney for Defendant

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON	DOCKET NO. 07-CP-04-3440.
DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE MLMI TRUST SERIES 2007-MLN1, *Plaintiff,* v. RHONDA BOOMS, *Defendant.*	**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION TO RECONSIDER AND REQUEST FOR EXPEDITED HEARING**

Plaintiff Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLN1 ("Deutsche Bank") hereby submits its Response in Opposition to Defendant's Motion to Reconsider and/or for a New Trial, and requests an expedited hearing on Defendant's Motion, stating as follows:

I. THE SOUTH CAROLINA COURT OF APPEALS RECENTLY CONFIRMED THAT A VIOLATION OF THE ATTORNEY PREFERENCE STATUTE CANNOT AFFECT THE ENFORCEABILITY OF A NOTE OR MORTGAGE.

At trial, one of the main theories asserted by Booms was that she was entitled her to rescind her mortgage loan based on a theory that Deutsche Bank's violation of the attorney preference statute rendered her loan unconscionable. Booms now reasserts this same theory as grounds for several of the alleged errors cited in her Motion to Reconsider. However, the South Carolina Court of Appeals has recently rejected the possibility that a violation of the attorney preference statute can render a loan "unconscionable" or affect the enforceability of a note or mortgage. *See Wells Fargo v. Smith*, Appellate Case No. 2009-125666 (S.C. Ct. App. June 13, 2012).[1] In *Wells Fargo*, the Court of Appeals held that "a violation of the Attorney Preference

[1] A copy of the opinion in *Wells Fargo* is attached hereto as **Exhibit A.**

statute would not affect the enforceability of the Note and Mortgage" because the statute "does not permit rescission of the Note and Mortgage for its violation." *Id.* at 8-9 (emphasis added). As such, the *Wells Fargo* opinion confirms that this Court correctly granted Booms a $7,500 setoff against any deficiency judgment but refused to consider a rescission of the note or mortgage. Therefore, Booms' Motion to Reconsider should be denied.

II. BOOMS FAILS TO CITE ANY LEGITIMATE GROUNDS IN SUPPORT OF HER MOTION TO RECONSIDER.

Booms requests that the Court reconsider its June 5, 2012 Order and/or grant a new trial in this matter pursuant to Rules 52, 55, 59, and 60 of the South Carolina Rules of Civil Procedure. As an initial matter, Rule 52 is inapplicable here because this case was tried with a jury and did not involve findings of fact by the court, and Rule 55 is inapplicable because this case does not involve an entry of judgment by default. Rule 60 is similarly inapplicable, as Booms does not cite any clerical error, mistake, inadvertence, surprise, excusable neglect, newly discovered evidence, fraud, misrepresentation, or other misconduct that would justify relief from the Order under Rule 60.

Furthermore, Booms has waived the right to request a new trial by failing to file such a motion in a timely manner, as "[t]he motion for a new trial shall be made promptly after the jury is discharged, or in the discretion of the court not later than 10 days thereafter." S.C. R. CIV. PRO. 59(b) (emphasis added). Similarly, a court may grant a new trial on its own initiative, but "[n]ot later than 10 days after entry of judgment." Here, a trial by jury was held on November 14, 15, and 16, 2011, and the jury was subsequently discharged. The Court then entered the Order on June 5, 2012. Therefore, the time within which a new trial can be granted has now expired.

Finally, Booms fails to cite any legitimate reason for the Court to reconsider the Order under Rule 59(e). Rather, Booms simply repeats and rehashes the same arguments made at trial. As grounds for her Motion, Booms first argues that the Court erred in finding that she did not present any evidence of actual damages resulting from the failure to be provided with the attorney-preference notice. However, the Court previously found at trial that Booms had failed to present any evidence of actual damages and had made only two payments on her loan before she defaulted. (T. 164:22-164:25 ("I don't see where she's damaged at all, I mean, literally at all. Whether they were geniuses in waiving the deficiency or whether they just decided they're not gonna get anything, I think that ends her damages."))[2]

Next, Booms argues that the Court erred in finding that the maximum she is permitted to recover is a setoff against any deficiency judgment. However, as argued extensively at trial, the assignee of a debt "takes only the benefits, not the burdens of the assigned obligation." *Rosemond v. Campbell*, 288 S.C. 516, 522-523 (S.C. Ct. App. 1986) "Thus, as against the assignee, the obligor can only assert a claim defensively when the assignee seeks to enforce the obligation; he has no common law right to sue the assignee affirmatively on a claim against the assignor arising from the underlying obligation." *Id.* (emphasis added). Therefore, the Court correctly ruled that Booms was only entitled to a setoff against any deficiency judgment, not an affirmative award of damages.

Third, Booms argue that the Court erred in granting Plaintiff's motion *in limine* as to any allegedly improper actions taken by Wilshire Credit Corporation or Bank of America in servicing Booms' home loan, including evidence that Wilshire allegedly instructed Booms to stop making her regular monthly mortgage payments so that she could qualify for a loan

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[2] An excerpt of the relevant portions of the trial transcript is attached hereto as **Exhibit B**.

modification. However, Booms did not assert any causes of action against Deutsche Bank for any alleged misconduct relating to the servicing of her home loan by Wilshire or Bank of America. Because such evidence was legally irrelevant to the scope of this litigation and its prejudicial effect far outweighed any probative value, the Court properly granted Deutsche Bank's motion *in limine*.

Fourth, Booms argues that the Court erred in not finding that Defendant's actual damages included potential imputed income as a result of debt forgiveness by the Internal Revenue Service. However, the Court correctly held that this potential future tax does not constitute actual damages. (T. 165:24-166:3.) Further, the record does not include any evidence of the amount of the possible tax liability or the likelihood that it would be accessed.

Fifth, Booms argues that the Court erred in not finding that the terms of the Note and/or Mortgage were unconscionable. However, the Court correctly found that Booms had failed to introduce any evidence on this issue. (T. 160:2-160:17.) Booms' motion fails to cite any evidence in the record that could possibly support this argument. In any event, this loan can not be considered "unconscionable" under S.C. Code. § 37-5-108 as a matter of law because it is a loan that is secured by a mortgage on real estate. *See* S.C. Code. § 37-5-103 (stating that Chapter 37-5 only "applies to actions or other proceedings to enforce rights arising from consumer credit sales, consumer leases, consumer loans, and consumer rental-purchase agreements"); S.C. Code. § 37-3-105 (stating that a "consumer loan" "does not include a loan secured by a first lien or equivalent security interest in real estate").

Sixth, Booms argues that the Court erred in failing to find that Deutsche Bank was not a holder in due course. However, as discussed by Deutsche Bank at trial, the holder in due course doctrine is irrelevant to the holding of *Rosemond*, under which a borrower "has no common law

right to sue the assignee affirmatively on a claim against the assignor arising from the underlying obligation." 288 S.C. at 523.

Finally, Booms argues that the Court erred in finding that Plaintiff was barred from recovery pursuant to the equitable doctrine of unclean hands. However, Booms failed to adequately raise this issue at trial and, therefore, has waived the right to raise it now on a motion to reconsider.

The fact that Booms has now submitted a Motion to Reconsider more than six months after the jury trial in this case and less than two weeks before the schedule foreclosure sale is suspect to the say the least. In addition, Booms fails to cite any legitimate reason for the Court to reconsider its Order. Finally, the recent Court of Appeals opinion in *Wells Fargo* confirms that Deutsche Bank's violation of the attorney preference statute cannot affect the enforceability of the note or mortgage. For these reasons, Booms' motion to reconsider and/or for a new trial should be denied.

III. PLAINTIFF REQUESTS AN EXPEDITED HEARING ON BOOMS' MOTION.

Booms submitted this Motion to Reconsider more than six months after the jury trial in this case but less than two weeks before the foreclosure sale that was scheduled for July 3, 2012. As a result, Plaintiff has been forced to postpone the scheduled foreclosure sale until the Court has considered the Motion to Reconsider, while Booms continues to be unjustly enriched to the detriment of Plaintiff by living in the property without making any payments. Consequently, Plaintiff requests an expedited hearing on Booms' motion so that this matter can be resolved in a timely fashion and Plaintiff can proceed with the foreclosure sale.

Respectfully submitted this 12th day of July, 2012.

Robert A. Muckenfuss (SC Bar #13903)
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Harriet Pollitt Wallace (SC Bar # 69454)
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(803)771-7900

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION TO RECONSIDER AND REQUEST FOR EXPEDITED HEARING** has been served upon defendant's attorney-of-record in this action by delivery via first-class United States Postal Service to the following address:

Charles R. Griffin Jr.
The Griffin Firm, LLC
136 North Main Street
Anderson, SC 29621
Attorney for Defendant/Counter-Plaintiff Rhonda Booms

Dated: July 6th 2012

Robert A. Muckenfuss

EXHIBIT A

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Wells Fargo Bank, NA, Respondent,

v.

Michael Smith; South Carolina Department of Motor Vehicles; M & T Properties, Inc.; State of South Carolina; Arthur State Bank; South Carolina Department of Probation, Pardon and Parole Services, Defendants, of whom Michael Smith is the Appellant.

Appellate Case No. 2009-125666

Appeal From Greenville County
Charles B. Simmons, Jr., Master-in-Equity

Opinion No. 4988
Submitted March 1, 2011 – Filed June 13, 2012

AFFIRMED IN PART, REVERSED IN PART, and REMANDED

Susan P. Ingles, of South Carolina Legal Services, of Greenville, for Appellant Michael Smith.

Sean Matthew Foerster, of Rogers Townsend & Thomas, PC, of Columbia, for Respondent Wells Fargo Bank.

WILLIAMS, J.: Michael Smith ("Smith") appeals the Master-in-Equity's ("Master") grant of Wells Fargo Home Mortgage, Inc.'s[1] ("Wells Fargo") motion to strike the jury demand. We affirm in part, reverse in part, and remand for further proceedings.

FACTS/PROCEDURAL HISTORY

On April 29, 2003, Smith gave a Fixed Rate Note ("Note") to Wells Fargo in the amount of $83,000. To secure payment of the Note, Smith gave Wells Fargo a real estate mortgage ("Mortgage") covering his real property at 1 Anchor Road in Greenville, South Carolina, as well as a 2003 Fleetwood mobile home.

Wells Fargo filed this action for foreclosure, alleging Smith defaulted on his loan payments under the Note and Mortgage and owed $77,460.63 on the debt. After the Greenville County Clerk of Court filed an order of reference, Smith filed a motion to allow late filing of responsive pleadings, and Wells Fargo consented to an extension of time. Smith filed an answer and counterclaim with a jury trial request and asserted, along with other various defenses, the following counterclaims: 1) accounting; 2) unconscionability; and 3) violation of section 37-10-102 of the South Carolina Code (Supp. 2010).[2] Wells Fargo filed a motion to strike the jury demand ("motion to strike"). The Master heard the motion to strike and asked Smith to submit additional authority to support his position.

On March 12, 2009, the Master issued an order granting Wells Fargo's motion to strike and confirming the order of reference. Smith timely filed a Rule 59(e), SCRCP, motion seeking to alter or amend the final order, and by order entered April 15, 2009, the Master denied Smith's Rule 59(e) motion. This appeal followed.

STANDARD OF REVIEW

"The matter of striking from a pleading, and the matter of admissibility of evidence is largely within the discretion of the trial judge." *Brown v. Coastal States Life Ins. Co.*, 264 S.C. 190, 194, 213 S.E.2d 726, 728 (1975). "The granting or refusal of a [m]otion to strike . . . will not be reversed except for an abuse of discretion or

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[1] Wells Fargo, NA is the successor by merger to Wells Fargo Home Mortgage, Inc.

[2] Section 37-10-102 of the South Carolina Code (Supp. 2010) is also referred to as the Attorney Preference statute.

unless the action of the trial judge was controlled by an error of law." *Id.* at 194-95, 213 S.E.2d at 728 (internal citation omitted); *see also Mayes v. Paxton*, 313 S.C. 109, 115, 437 S.E.2d 66, 70 (1993) (holding absent an abuse of discretion, the trial court's ruling on a motion to strike will not be reversed).

Additionally, "[w]hether a party is entitled to a jury trial is a question of law." *Verenes v. Alvanos*, 387 S.C. 11, 15, 690 S.E.2d 771, 772 (2010). "An appellate court may decide questions of law with no particular deference to the trial court." *In re Campbell*, 379 S.C. 593, 599, 666 S.E.2d 908, 911 (2008) (citation omitted).

LAW/ANALYSIS

A. Subject Matter Jurisdiction

On appeal, Smith asserts the Master exceeded his jurisdiction in ruling on Wells Fargo's motion to strike. As a result, Smith contends the matter should have been transferred to the circuit court when he initially filed the jury demand as part of the answer and counterclaim. We disagree.

Pursuant to Rule 53, SCRCP, a master has no power or authority except that which is given to him by an order of reference. *Smith v. Ocean Lakes Family Campground*, 315 S.C. 379, 381, 433 S.E.2d 909, 910 (Ct. App. 1993). When a case is referred to a master under Rule 53, the master is given the power to conduct hearings in the same manner as the circuit court unless the order of reference specifies or limits the master's powers. *Smith Cos. of Greenville, Inc. v. Hayes*, 311 S.C. 358, 360, 428 S.E.2d 900, 902 (Ct. App. 1993). Specifically, Rule 53(c), SCRCP, states "[o]nce referred, the master or special referee shall exercise all power and authority which a circuit court judge sitting without a jury would have in a similar matter."

As a basis for this claim, Smith cites the Reporter's Note appended to the 2002 Amendment to Rule 53, SCRCP. This note states, "If there are counterclaims requiring a jury trial, any party may file a demand for a jury under Rule 38 and the case will be returned to the circuit court." However, the order of reference in this case authorized the Master "to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action . . . ." Thus, once the case is referred to the Master, he has subject matter jurisdiction to resolve the action to the extent the order of reference provides, and with the authority a circuit court judge

would have in a similar matter. *See* Rule 53(c), SCRCP; *Hayes*, 311 S.C. at 360, 428 S.E.2d at 902. Accordingly, we find the Master had subject matter jurisdiction to rule on Wells Fargo's motion to strike the jury demand as the matter was properly before the Master pursuant to the order of reference and our rules of civil procedure.

B. Smith's Counterclaims

Smith contends the Master erred in determining Smith's counterclaims for unconscionability and a violation of the Attorney Preference statute were not entitled to a jury trial. We disagree.

The South Carolina Constitution provides "[t]he right of trial by jury shall be preserved inviolate." S.C. Const. art. I, § 14. "The right to a trial by jury is guaranteed in every case in which the right to a jury was secured at the time of the adoption of the Constitution in 1868." *Mims Amusement Co. v. S.C. Law Enforcement Div.*, 366 S.C. 141, 149, 621 S.E.2d 344, 348 (2005) (citation omitted). Additionally, Rule 38(b), SCRCP, provides, in pertinent part:

> Any party may demand a trial by jury of any issue *triable of right by a jury* by serving upon the other parties a demand therefor[e] in writing at any time after the commencement of the action and not later than 10 days after the service of the last pleading directed to such issue. Such demand may be endorsed upon a pleading of the party.

(emphasis added). Smith demanded a jury trial in his answer and counterclaim when he asserted counterclaims of accounting[3], unconscionability, and a violation of the Attorney Preference statute against Wells Fargo.

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[3] Smith conceded at the non-evidentiary hearing he was not entitled to a jury trial on his counterclaim for accounting and subsequently abandoned this argument on appeal. *See* Rule 208(b)(1)(D), SCACR (stating each "particular issue to be addressed shall be set forth in distinctive type, followed by discussion and citations of authority"); *Jinks v. Richland Cnty.*, 355 S.C. 341, 344, 585 S.E.2d 281, 283 (2003) (holding issues not argued in the brief are deemed abandoned and precluded from consideration on appeal).

"Generally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable; there is no right to trial by jury for equitable actions." *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). If a complaint is equitable and the counterclaim legal and compulsory, the defendant has the right to a jury trial on the counterclaim. *C & S Real Estate Servs., Inc. v. Massengale*, 290 S.C. 299, 302, 350 S.E.2d 191, 193 (1986), *modified by Johnson v. S.C. Nat'l Bank*, 292 S.C. 51, 354 S.E.2d 895 (1987). "A mortgage foreclosure is an action in equity." *U.S. Bank Trust Nat'l. Ass'n v. Bell*, 385 S.C. 364, 373, 684 S.E.2d 199, 204 (Ct. App. 2009). As Wells Fargo's foreclosure allegation is equitable in nature, Smith has the right to a jury trial only if his counterclaim is both legal and compulsory. *See C & S Real Estate Servs., Inc.*, 290 S.C. at 302, 350 S.E.2d at 193.

Characterization of an "action as equitable or legal depends on the appellant's 'main purpose' in bringing the action." *Ins. Fin. Servs., Inc. v. S.C. Ins. Co.*, 271 S.C. 289, 293, 247 S.E.2d 315, 318 (1978) (citations omitted).[4] "The main purpose of the action should generally be ascertained from the body of the complaint." *Id.* (citation omitted). "However, if necessary, resort may also be had to the prayer for relief and any other facts and circumstances which throw light upon the main purpose of the action." *Id.* (citation omitted). The nature of the issues raised by the pleadings and character of relief sought under them determines the character of an action as legal or equitable. *Bell v. Mackey*, 191 S.C. 105, 119-20, 3 S.E.2d 816, 822 (1939) (citations omitted).

For Smith's counterclaims to be entitled to a jury trial, each counterclaim must be both legal and compulsory.

1. Unconscionability

Smith argues the Master erred in finding he was not entitled to a jury trial on his unconscionability counterclaim. We disagree.

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[4] "[T]he 'main purpose' rule evolved from a determination that where a plaintiff has prayed for money damages in addition to equitable relief, characterization of the action as equitable or legal depends on the plaintiff's 'main purpose' in bringing the action." *Floyd v. Floyd*, 306 S.C. 376, 380, 412 S.E.2d 397, 399 (1991) (citations omitted).

a) Common Law Unconscionability[5]

Although Smith's counterclaim for common law unconscionability is compulsory, he is not entitled to a jury trial because this is an equitable claim that does not create a cause of action for damages.

"By definition, a counterclaim is compulsory only if it arises out of the same transaction or occurrence as the opposing party's claim." *First-Citizens Bank & Trust Co. of S.C. v. Hucks*, 305 S.C. 296, 298, 408 S.E.2d 222, 223 (1991); *see also* Rule 13(a), SCRCP. The test for determining if a counterclaim is compulsory is whether there is a "logical relationship" between the claim and the counterclaim. *Mullinax v. Bates*, 317 S.C. 394, 396, 453 S.E.2d 894, 895 (1995). In *N.C. Fed. Sav. & Loan Ass'n v. DAV Corp.*, 298 S.C. 514, 518, 381 S.E.2d 903, 905 (1989), our supreme court adopted the "logical relationship" test and held DAV's counterclaim was compulsory because "there [was] a logical relationship between the enforceability of the note which [was] the subject of the foreclosure action and the validity of the purported oral agreement which, if performed, would have avoided default on the note by the joint venture." In essence, the "logical relationship" determination is made by asking whether the counterclaim would affect the lender's right to enforce the note and foreclose the mortgage. *Advance Intern., Inc. v. N.C. Nat'l Bank of S.C.*, 316 S.C. 266, 269-70, 449 S.E.2d 580, 582 (Ct. App. 1994), *aff'd in part, vacated in part*, 320 S.C. 532, 466 S.E.2d 367 (1996).

Here, there is a "logical relationship" between the enforceability of the Note, which is the subject of the foreclosure action, and the allegation that the Mortgage between Wells Fargo and Smith is unconscionable. If Smith prevails on his unconscionability claim, it will affect Wells Fargo's right to enforce the Note and foreclose the Mortgage. Therefore, Smith's common law unconscionability counterclaim is compulsory under the "logical relationship" test.

Even though Smith's common law unconscionability counterclaim is compulsory, because common law unconscionability only provides an equitable relief, Smith is not entitled to a jury trial on his counterclaim. Jurisdictions throughout the country

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[5] Smith's counterclaim for unconscionability failed to specify whether it was a claim for common law unconscionability or statutory unconscionability under section 37-5-108 of the South Carolina Code (Supp. 2010). We analyze this issue under both and hold the Master was correct in finding Smith was not entitled to a jury trial under either version of the counterclaim.

agree that common law unconscionability is an equitable cause of action with corresponding relief that is only equitable in nature. *See Doe v. SexSearch.com*, 551 F.3d 414, 419 (6th Cir. 2008) ("At common law, unconscionability is a defense against enforcement, not a basis for recovering damages."); *Super Glue Corp. v. Avis Rent a Car Sys., Inc.*, 517 N.Y.S.2d 764, 766 (N.Y. App. Div. 1987) ("The doctrine of unconscionability is used as a shield, not a sword, and may not be used as a basis for affirmative recovery."); *see, e.g.*, Restatement (Second) of Contracts § 208 (1981) ("If a contract or term thereof is unconscionable at the time the contract is made a court may refuse to enforce the contract, or may enforce the remainder of the contract without the unconscionable term, or may so limit the application of any unconscionable term as to avoid any unconscionable result."). Despite Smith's request for actual and punitive damages for unconscionability in the body of his pleadings, the primary relief sought is to have the mortgage declared void. Accordingly, Smith seeks relief from a jury that cannot be granted. *See Simpson v. MSA of Myrtle Beach*, 373 S.C. 14, 25, 644 S.E.2d 663, 669 (2007) ("In determining whether a contract was 'tainted by an absence of meaningful choice,' *courts* should take into account the nature of the injuries suffered by the plaintiff; whether the plaintiff is a substantial business concern; the relative disparity in the parties' bargaining power; the parties' relative sophistication; whether there is an element of surprise in the inclusion of the challenged clause; and the conspicuousness of the clause.") (emphasis added); *Mortgage Elec. Sys., Inc. v. White*, 384 S.C. 606, 615, 682 S.E.2d 498, 502 (Ct. App. 2009) ("Rescission is an equitable remedy that attempts to undo a contract from the beginning as if the contract had never existed."); *Loyola Fed. Sav. Bank v. Thomasson Props.*, 318 S.C. 92, 93, 456 S.E.2d 423, 424 (Ct. App. 1995) ("If the claim is equitable, there is no right to a jury trial."). Because the only remedies available for common law unconscionability are equitable, there is no right to a jury trial on this claim. *See Brown v. Greenwood Sch. Dist. 50 Bd. of Trs.*, 344 S.C. 522, 525, 544 S.E.2d 642, 643 (Ct. App. 2001) ("There is no right to a jury trial for equitable remedies such as rescission and restitution."). Accordingly, Smith's common law unconscionability counterclaim is not entitled to a jury trial.

b) Statutory Unconscionability

Applying the same "logical relationship" test, we find Smith's counterclaim for statutory unconscionability is also compulsory. In addition to arising out of the same transaction or occurrence as Wells Fargo's foreclosure action, Smith's counterclaim bears a "logical relationship" to the enforceability of the Note and Mortgage. Accordingly, Smith's statutory unconscionability counterclaim is compulsory under the "logical relationship" test.

Although the statutory unconscionability counterclaim is compulsory, section 37-5-108 of the South Carolina Code (Supp. 2010) requires the determination of whether an agreement is unconscionable to be a matter of law for the court. *See Tilley v. Pacesetter Corp.*, 333 S.C. 33, 38, 508 S.E.2d 16, 18 (1998) ("If a statute's language is plain and unambiguous, and conveys a clear and definite meaning, there is no occasion for employing rules of statutory interpretation and the court has no right to look for or impose another meaning."). In section 37-5-108, the General Assembly explicitly chose the use of the term "court" to unequivocally demonstrate that the matter is not to be resolved by a jury, but by the court. *See* § 37-5-108(1) ("[I]f the *court* as a matter of law finds . . . the agreement or transaction to have been unconscionable . . . the *court* may refuse to enforce the agreement.") (emphasis added); *see also* § 37-5-108(3) ("If it is claimed or appears to the *court* that the agreement or transaction or any term or part thereof may be unconscionable . . . the parties shall be afforded a reasonable opportunity to present evidence . . . to aid the *court* in making the determination.") (emphasis added). Therefore, section 37-5-108 does not provide a right to a jury trial for a statutory unconscionability cause of action. Accordingly, we affirm the Master's decision to strike Smith's unconscionability counterclaim.

2. Violation of the Attorney Preference Statute

To determine whether Smith is entitled to a jury trial on his allegation that Wells Fargo violated the Attorney Preference statute, we again must determine if this counterclaim is both legal and compulsory. *See C & S Real Estate Servs., Inc.*, 290 S.C. at 302, 350 S.E.2d at 193. We conclude Smith's counterclaim is permissive because a violation of the Attorney Preference statute would not affect the enforceability of the Note and Mortgage.

Section 37-10-102(a) of the South Carolina Code (Supp. 2010) provides, in pertinent part:

> Whenever the primary purpose of a loan that is secured in whole or in part by a lien on real estate is for a personal, family or household purpose . . . [t]he creditor must ascertain prior to closing the preference of the borrower as to the legal counsel that is employed to represent the debtor in all matters of the transaction relating to the closing of the transaction . . . .

To secure payment of his Note, Smith gave Wells Fargo a real estate Mortgage covering his real property as well as a mobile home. As a result, Smith was entitled to choose an attorney of his preference for the closing of the transaction pursuant to section 37-10-102(a). A violation of the Attorney Preference statute is enforced by section 37-10-105(A) of the South Carolina Code (Supp. 2010). The enforcement provision of the Attorney Preference statute provides, in pertinent part:

> If a creditor violates a provision of this chapter, the debtor has a cause of action . . . to recover actual damages and also a right in an action . . . to recover from the person violating this chapter a penalty in an amount determined by the court of not less than one thousand five hundred dollars and not more than seven thousand five hundred dollars.

S.C. Code Ann. § 37-10-105(A) (Supp. 2010). A review of this statute demonstrates Smith's counterclaim has no "logical relationship" to the enforceability of the Note and Mortgage. Moreover, even if a violation of the statute occurred, Smith would only be entitled to actual damages and a possible penalty between $1,500 to $7,500. The statute, however, does not permit rescission of the Note and Mortgage for its violation. *See* § 37-10-105(A). As Smith's counterclaim bears no "logical relationship" to the enforceability of the Note and Mortgage, we conclude Smith's counterclaim is permissive. Therefore, Smith waived his right to a jury trial by asserting it in the foreclosure action. *See N.C. Fed. Sav. & Loan Ass'n*, 294 S.C. at 30, 362 S.E.2d at 310 ("[W]here a defendant in an action begun in equity asserts a permissive counterclaim that is legal in nature, the defendant is deemed to have waived the right to a jury trial on the issues raised by the counterclaim."). Accordingly, we affirm the Master's decision to strike Smith's counterclaim for a violation of the Attorney Preference statute.

C. Scope of Motion to Strike Jury Demand

Smith contends the Master exceeded the scope of Wells Fargo's motion to strike by making findings of fact and conclusions of law based on documents and information not in evidence. We agree.

A reversal is required when the trial court's ruling exceeds the limits and scope of the particular motion before it. *Skinner v. Skinner*, 257 S.C. 544, 549-50, 186 S.E.2d 523, 526 (1972).

After a brief non-evidentiary motion hearing, the Master requested Smith submit authority to support his assertion he was entitled to a jury trial. A review of the Master's order demonstrates his ruling went beyond the permissible scope of Wells Fargo's motion. The order granting Wells Fargo's motion to strike had the effect of granting judgment and making findings of fact based on information not admitted or decided by the pleadings. In short, the Master's order on the motion to strike the jury demand makes findings of fact and rules that a cause of action is meritless without evidentiary support, constituting an abuse of discretion.[6] *See Edwards v. Edwards*, 384 S.C. 179, 183, 682 S.E.2d 37, 39 (Ct. App. 2009) ("The [trial] court abuses its discretion when factual findings are without evidentiary support or a ruling is based upon an error of law."). We conclude these impermissible findings of fact and conclusions of law are prejudicial to Smith, thus warranting reversal. *See Watts v. Bell Oil Co. of Ocean Drive, Inc.*, 266 S.C. 61, 63, 221 S.E.2d 529, 530 (1976) (holding a trial court will only be reversed when the record shows not only error but also prejudice).

CONCLUSION

In summary, the Master had subject matter jurisdiction to rule on Wells Fargo's motion to strike the jury demand. Additionally, the Master's ruling on Smith's unconscionability and attorney preference statute counterclaims is affirmed. The Master's order, to the extent that it details specific findings of fact and conclusions of law, is reversed and the case remanded to the Master for a bench trial on the merits of all causes of action alleged.

AFFIRMED IN PART, REVERSED IN PART, and REMANDED.

GEATHERS and LOCKEMY, JJ., concur.

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[6] The Master made certain findings of fact that go to the substance and merits of Smith's claims and well beyond the scope of the motion to strike, including: "Smith's counterclaim has no merit," and "[b]ecause Smith would not be entitled to relief as against Wells Fargo on his counterclaim, it can hardly be said he would be entitled to a jury trial on it."

EXHIBIT B

Q. Right, I I wanna focus on when you refinanced with Mortgage Lending Network October 2006, okay, I wanna focus on that.

A. Yes.

Q. At that point in time, your primary residence was in Florida, correct?

A. Yes.

Q. And the lake house that you had bought that was your second home in 2006.

A. That was not our intention.

Q. In 2006 that was your second home.

A. Yes.

Q. Okay. I'll show you, Ms. Booms, what's been premarked as Plaintiff's Exhibit 8, it's entitled "Uniform Residential Loan Application." Do you recognize that document, your signature?

A. Yes.

Q. And if you look -- and so you completed this loan application for the Mortgage Lending Network refinance, correct?

A. I do not recall ---

Q. Alright.

A. --- if I did.

Q. Well this is for the Westwind Way, Anderson, South Carolina property, correct?

A. Yes.

Hold on one second. Ya'll haven't agreed whether holder in due course applies, right?

MR. MUCKENFUSS: Your Honor, it's our position we've never actually argued that holder in due course is a defense in this case. I, to be honest with you I don't know where that's come from. Our argument in the motion *in limine* that is that under *Rosemond* which has nothing to do with holder in due course that there's no liability for the assignee. In fact, in *Rosemond* actually addresses holder in due course and notes that in that case the defendant was not a holder in due course. I mean, the point under *Rosemond* is common law says that assignees are not liable for affirmative claims, it's only a setoff or a defense and there's no law that contradicts *Rosemond*. Ya know, the cases that Mr. Griffin had submitted *Camp* is a 1979 case that deals with a lawyer suing a creditor for interfering with his contract, has nothin' to do with the actual issue under the attorney preference statute. The other case that he submitted has to do with defenses with the holder in due course doctrine and the Court in that case, I think it's the *Littlejohn* case, the Court ultimately concluded that the the debtor actually waived those issues by agreement and the Court never addressed it so as it relates to Rosemond there has -- Mr. Griffin has not submitted any law to the Court that contradicts or changes the common law of South Carolina which is the assignee which is uncontradicted in this

case, that Deutsche Bank is the assignee of the note, that they cannot sue Deutsche Bank affirmatively for money damages relating to this claim under the attorney preference statute.

MR. GRIFFIN: Your Honor, we allege that affirmative defenses are causes of action as well, therefore we can assert 'em as a defense based on the holder in due course doctrine that basically states the same thing in *Rosemond,* it's up to the amount owed at the time so basically, the statutes in *Rosemond* that they refer to basically re -- as a statute basically states, restates the holder in due course rule.

MR. MUCKENFUSS: But *Rosemond* says that they're not a holder in due course.

THE COURT: Well that note wasn't -- they wouldn'ta been a holder in ---

MR. MUCKENFUSS: Right, ---

THE COURT: --- due course in *Rosemond* so ---

MR. MUCKENFUSS: --- it's a -- and but the Court ---

THE COURT: I mean, look, Article 3 applies to this note and the question is where do you go from there?

MR. MUCKENFUSS: And, Your Honor, and my concern is what is the -- I think clearly in *Rosemond* all they get is a setoff for a defense. I don't know what the jury's deciding. We're not claiming damages.

THE COURT: I don't either, that's the problem. The problem is I don't know what anybody wants me to do. I mean,

unconscionable, Your Honor.

THE COURT: And that's if I find it's unconscionable and I can't find it 'cuz there's nothin' -- she says that it was 30 percent which bothers me but that doesn't mean it's unconscionable.

MR. MUCKENFUSS: Your Honor, it's actually 11 percent on on the note was the interest rate ---

THE COURT: I thought she said 30.

MR. MUCKENFUSS: No, I think she testified it was 11 and the actual mortgage that was introduced as the Exhibit it's 11 percent.

MR. GRIFFIN: Eleven and a half.

MR. MUCKENFUSS: And I I I don't thi -- it's not an unconscionable note just as an aside ---

THE COURT: Well, I mean, yeah I know. I I can't find it's unconscionable 'cuz I -- there's just no proof of it. I don't think you can find proof of it.

MR. MUCKENFUSS: And, Your Honor, we we were plannin' on moving for a directed verdict on the actual damages aspect of it 'cuz there's been no evidence of that so we would argue that should not even go to the jury. At most the jury can decide whether the act was violated and then Your Honor can decide the penalty, I think that's the only issue at, ya know, in play.

THE COURT: Okay. I guess what I'm sayin' is if I decide

the penalty, who cares ---

MR. MUCKENFUSS: I ---

THE COURT: --- it's $7500 and you still get the house.

MR. MUCKENFUSS: And as far as we know the house is worth about 350,000, Your Honor, right now so it's not gonna matter obviously in terms of how that plays out. And not to go back to the settlement issue which is why I thought there's a way for the borrowers right now, sitting here right now to deal with this and and a way for them to leave with cash and get out later, ya know, next year and, ya know, it's it's frustrating that we can't get that done but I know that's not the Court's problem ---

THE COURT: No.

MR. MUCKENFUSS: --- but...Your Honor, we also have a a, ya know, just to preserve the record we're gonna move for sanctions under Rule 56 (g). Ms. Booms submitted an affidavit at summary judgment where she stated that this was not her second home. She actually stated it was her primary residence to defeat summary judgment. Obviously, in court yesterday she without batting an eye admitted this was her primary -- I'm sorry, her second home. Under Rule 56 (g) if they submit a false affidavit to defeat summary judgment, we're entitled to sanctions for having to defend that claim and argue the claim in court. Ya know, my client has been goin' through this for five years to get to this point and those claims were

two-thirds of her lawsuit. Although we haven't discussed them at trial because there's no evidence to support them, it's frustrating from my client's standpoint that we've had to get to trial on the fact that she's claimed that this was her primary residence when she refinanced the loan ---

MR. GRIFFIN: Your Honor, ---

MR. MUCKENFUSS: --- and clear ---

MR. GRIFFIN: --- he he misstated the facts. It just said primarily for personal, family or household use. It doesn't say her primary residence.

MR. MUCKENFUSS: Your Honor, Paragraph 6 of her affidavit she says the residence at issue is not a second home, it was and is my primary residence and it was argued by them to defeat the summary judgment specifically on that point and she has not even attempted to argue at trial that this was her primary residence.

MR. GRIFFIN: What affidavit is he talkin' about? Now the one that I've got dated 2011 Paragraph 6 states, I did not have an attorney ---

MR. MUCKENFUSS: I have ---

MR. GRIFFIN: --- to represent me.

MR. MUCKENFUSS: --- I have a copy right here. In the transcript for the the judge at summary judgment, the judge actually referred to this affidavit. He said the only reason I'm denying summary judgement is because she's created an

issue of fact on whether it's her second home, that's in the transcript. Here's the affidavit.

(Whereupon, counsel handed the document to defense counsel.)

MR. GRIFFIN: This is the one I submitted yesterday, I mean, Monday.

MR. MUCKENFUSS: No, this is in the summary judgment Paragraph 6.

MR. GRIFFIN: That was another ---

MR. MUCKENFUSS: I know but it's it's the summary judgment affidavit. If I may approach, Your Honor.

THE COURT: Yeah.

(Whereupon, counsel handed the document to the Court.)

MR. MUCKENFUSS: This is the affidavit and I have the transcripts from from the hearing and the judge was conflicted on this but ultimately concluded because she submitted that affidavit he had to deny the summary judgment.

THE COURT: Yeah, if you have the transcript, I need -- I mean, if that's why ---

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: --- he ruled that way.

MR. MUCKENFUSS: And, I'm sorry, I I I know I wasn't the lawyer who argued it at the time.

(Whereupon, counsel handed the transcript to the Court.)

(Pause.)

MR. MUCKENFUSS: I'm just tryin' to find the place in the transcript.

(Pause.)

THE COURT: While ya'll find that, Richard, let me ask you something. I'll be right back.

(Whereupon, the judge left the courtroom.)

(Whereupon, the judge returned to the courtroom.)

THE COURT: Alright, here's what I did: I spent all morning thinkin' about and and last night and and I want this on the record and I -- and then I'll let you tell me where there's a break down in logic. She buys a house, she gets a mortgage, she makes two payments, they sue her on foreclosure, they waive their deficiency and let's assume for the purposes of argument that the attorney preference was signed incorrectly and again, I'm repeatin' myself but I just want it on the record clearly, since they're not asking for a deficiency, when they foreclose they'll get the house and if I reduce the note by $7500, it doesn't matter. Is there any break down in that logic from your perspective?

MR. MUCKENFUSS: Not from our perspective, Your Honor.

THE COURT: Okay. If -- tell me where I'm wrong with that. I don't see where she's damaged at all, I mean, literally at all. Whether they were geniuses in waiving the deficiency or whether they just decided they're not gonna get anything, I think that ends her damages. Can you think of any

legitimately?

MR. GRIFFIN: Other than she, other than she's been encumbered with a note and mortgage on the issue and ---

THE COURT: But she didn't pay it.

MR. GRIFFIN: By law she's got till -- but we're unable to get into that because of some courts earlier ruling.

THE COURT: The servicing part.

MR. GRIFFIN: Servicing problem but, uh, ---

THE COURT: I mean, I I think you're in a position defendin' them that you've got to allege all this but then when you get right town to it I can't figure out any damages she got at all, I've looked.

MR. GRIFFIN: Other than the tax issue, that's --- I mean, that's ---

THE COURT: Yeah, and there's nothin' I can do about that. I mean, ya know, whether they send a 1099 or not, um, ---

MR. GRIFFIN: By law they're required to. She's gonna incur about $300,000 in tax liability; as a result the Court can take judicial notice of that of the law.

MR. MUCKENFUSS: And I'm not a tax lawyer, Your Honor, but I I don't know of any law where he could argue that to the jury as damages. I mean, ---

THE COURT: No, you can't 'cuz it's it's a, it's a future ---

MR. MUCKENFUSS: Right.

THE COURT: --- potential debt. It's not really a debt, it's a tax.

MR. MUCKENFUSS: Right, and I -- the 1099 and again, I don't even know if a 1099 would apply here, that's -- I mean, we've waived the deficiency, we haven't settled with her but that -- that's just reporting that this debt has been -- in other words, there's no deficiency, right, there's no ability for us to pursue it, there's no -- we don't know what tax implication that's gonna be. They've not presented any evidence of that, there's nothing -- I I don't know where that would end up, no clue, it's just way in the future and it's completely speculative.

THE COURT: See cu -- 'cuz the the route of my action over this is I've been tryin' to figure out what a jury is gonna do because my concern is what do I charge a jury and how do you do a verdict form. There i -- I mean, ---

MR. MUCKENFUSS: In my opinion, Your Honor, I think the only thing the jury could do is decide as as a factual issue whether Deutsche Bank violated the attorney preference statute then Your Honor could then decide the penalty. I think that is the only ---

THE COURT: Well I think they did. I mean, for the purposes of argument it it co -- shoulda been signed that day.

MR. MUCKENFUSS: Well I I think there's a factual issue. I think she signed -- the the statute says she just has to be informed of her right and a list of lawyers. She doesn't have to sign that document before the closing. She signed the document at closing said she was informed that she had the right to pick a lawyer and was given a list of lawyers.

MR. GRIFFIN: Your Honor, there ---

MR. MUCKENFUSS: There's al -- if I may finish. There's also ---

THE COURT: Well let me tell ya I and I understand what ya -- there's a case that basically talks about, ya know, signin' it on the day of closin's not great. I mean, I I think from my standpoint it wasn't done right but I don't know what remedy that gives 'em other than knockin' off $7500 from the note which I'd do.

MR. MUCKENFUSS: Alright. I agree with that analysis, Your Honor. I mean, the ultimate conclusion I agree with. I mean, we ---

THE COURT: And my concern is -- I mean, ya'lls concern is to defend your clients and represent your claim, mine's the jury tryin' to figure out how -- and and this came to a head lookin' at the charge and the verdict form there isn't anything.

MR. MUCKENFUSS: And, ya know, I think under -- the the jury -- we can't leave today with a judgment against my

client. I think the law clearly states that that that can't happen. I think there could be an offset with the debt if Your Honor applied that, ya know, penalty but the jury can't come back with a judgment against my client. I don't -- it -- there's no actual damages and under *Rosemond*, the only thing Your Honor could do is assert it as an offset against the debt. I think that's the only thing that can happen so it it goes back to what I think what Your Honor just stated at most it's a $7500 offset with what she owes the bank which actually won't matter at all with the foreclosure. It's not ---

THE COURT: The only thing it'll matter with is a 1099 if they send one, it's gotta be ---

MR. MUCKENFUSS: Right.

THE COURT: --- $7500 or less.

MR. GRIFFIN: But the statute -- go back to that 56 she did -- she testified in her deposition that was not intended to be her second home. I, I mean, it, I think it was intent rather than they moved up here, that was intended to be their primary residence so I don't think there's any bad faith here.

MR. MUCKENFUSS: And just, Your Honor, in the transcript you stated during the back and forth that he had withdrawn the unfair tra -- trade practice claim and you stated, Then Section 37, 23, 50 and 70 which were the other Consumer Protection Act claims depend on primary residence, is that correct? And Mr. Griffin said yes. And the only thing before

Your Honor was this affidavit where she says it was and is my primary residence.

THE COURT: You're reading from the transcript?

MR. MUCKENFUSS: This is the transcript, Your Honor.

THE COURT: Yeah.

MR. GRIFFIN: You talkin' about the house in Florida or the one here?

THE COURT: The one here 'cuz ---

MR. GRIFFIN: I ---

THE COURT: --- the affidavit says ---

MR. GRIFFIN: --- I thought it was intended to be her primary residence.

THE COURT: Let's see, the affidavit says the residence at issue is not a secondary home, it was and is my primary residence.

MR. GRIFFIN: What transcript you reading from?

THE COURT: I'm reading from her affidavit of October 27th 2009.

MR. GRIFFIN: Okay, that follows what she said in the deposition at Page 36.

MR. MUCKENFUSS: But it doesn't follow -- that -- that's actually not true, Your Honor, that's not what -- the deposition's not relevant here. She submitted an affidavit to defeat summary judgement and she did and she testified in court under oath at trial that it was not her primary

residence. I don't know how -- I mean, you gotta be pretty clever with I think -- I I I just don't understand how that's not clear-cut.

THE COURT: Well the more I do this job the more I find there's very few things clear-cut although I understand what you're sayin'. Alright, you wanted to make your direct verdict motion, go ahead and make it and we'll go to it.

MR. MUCKENFUSS: Thank you, Your Honor. Your Honor, we'd renew directed verdict motion as it relates to the assignee issue and I don't, certainly will not ---

THE COURT: No, you're okay.

MR. MUCKENFUSS: --- belabor this issue but preserving the record, all the arguments we made as it relates to the assignee under *Rosemond,* she cannot assert affirmative claim that s -- that would go to the jury on damages as it relates to the Attorney Preference Statute. We'd also move for a directed verdict even if some claim did go to the jury, which it shouldn't, we we would also ask for a directed, partial directed verdict as it relates to her actual damages claim. There is no -- there's been no evidence of actual damages in this case, certainly no and we would also submit there's there's no evidence to show causation. If there were actual damages, she's not submitted any evidence that she could have gotten a better loan, she simply has speculated that she wants a better rate and she doesn't want a balloon payment. As --

aside from that they haven't shown the Court or they haven't presented evidence in this trial that well she could have qualified for a better rate. This coulda been the best rate she ever could've gotten with this refinanced loan. They haven't carried their burden as it relates to damages or causation so the only thing that would be left would be a penalty imposed by the Court but we believe this cause of action should not go to the jury under *Rosemond.* At most and and again, we we feel that setoff is not even appropriate because we're not pursuing a deficiency claim. I understand Your Honor's comments in terms of setting off the debt but again none a that will come into play with a foreclosure.

THE COURT: Alright, what about your foreclosure? I mean, ---

MR. MUCKENFUSS: Well, Your Honor, at the conclusion of the counterclaims, we're gonna ask the Court to enter an order of foreclosure. We've submitted all the evidence in terms of the note and the mortgage in this case. Mr. Ruano has testified she's in default, which is undisputed, we have the note and the mortgage, I have the original note and the original mortgage with me here today in court if Your Honor needs to see that so we have the sufficient documents to to get the foreclosure order and we would ask for that order as quickly as possible so we can proceed with the sale of the property.

THE COURT: Alright, and there's no -- she's not paid. I mean, she made two payments so she's definitely in default.

MR. GRIFFIN: That's correct, Your Honor, she made two payments and tried to get a workout, that didn't fly and and next thing ya know got served foreclosure papers and I would move for a directed verdict on the issue of the attorney preference issue on the sixth cause of action.

THE COURT: Okay. Alright, what I'm gonna do is this: I'm gonna grant your directed verdict motion for the foreclosure, I'm gonna grant your directed verdict motion for the $7500 offset against the note and that ends it.

MR. MUCKENFUSS: Thank you, Your Honor.

MR. GRIFFIN: Yes.

MR. MUCKENFUSS: Your Honor, would you like we can submit a proposed foreclosure order, um, ---

THE COURT: Yeah, yeah.

MR. MUCKENFUSS: --- and with regard to our Rule 56 (g) ---

THE COURT: I ---

MR. MUCKENFUSS: -- and we can s -- I can s ---

THE COURT: I'm gonna take a deep breath. I think she filed the affidavit to defeat the summary judgment motion but given the results and given the fact that she's gonna end up losin' this, I -- I'll deny your motions for sanctions.

MR. MUCKENFUSS: Thank Your Honor.

THE COURT: The most I'd do is $7500 offset and eventually it just becomes logically somewhat absurd.

MR. MUCKENFUSS: And, Your Honor, and with that motion just for the record I don't, I don't -- I'm not blaming Mr. Griffin as a lawyer for that ---

THE COURT: A lotta ---

MR. MUCKENFUSS: --- and ---

THE COURT: --- things happen during the course ---

MR. MUCKENFUSS: Yeah.

THE COURT: --- of litigation. We're not gonna worry about that again.

MR. GRIFFIN: Your Honor, the affidavit tracks her deposition testimony and that's what we went by.

THE COURT: Yeah, I'm not, I'm not, I -- I'm not findin' that there's any sanctions. I mean, who heard the ---

MR. GRIFFIN: Judge Drew.

THE COURT: --- summary judgment?

MR. GRIFFIN: Judge Drew.

MR. MUCKENFUSS: And I think Rogers, Townsend, Your Honor, was still representing my client at the time.

MR. GRIFFIN: I think Mr. Townsend was, that was one a his last cases before he retired.

THE COURT: I know why he retired.

(Laughter.)

THE COURT: Alright, that ends it, right?

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: Alright, I'm gonna go let this jury go and then ya'll submit orders.

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: Okay.

MR. MUCKENFUSS: Thank you.

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA COUNTY OF ANDERSON DEUTSCHE BANK NATIONAL TRUST COMPANY as TRUSTEE for the MLM1 TRUST SERIES 2007, PLAINTIFF, VERSUS RHONDA BOOMS, DEFENDANT.	IN THE TENTH JUDICIAL CIRCUIT THE COURT OF COMMON PLEAS 2007-CP-04-03440 DATE: APRIL 18, 2013 ANDERSON, SOUTH CAROLINA

MOTION TO RECONSIDER AND/OR FOR A NEW TRIAL

B E F O R E:

THE HONORABLE J. CORDELL MADDOX, Jr.

A P P E A R A N C E S:

ATTORNEY FOR THE PLAINTIFF
CURTIS GRINER, ESQUIRE
JAKE CLUVERIUS, ESQUIRE

ATTORNEY FOR THE DEFENDANT
CHARLES R. GRIFFIN, JR., ESQUIRE

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OFFICIAL COURT REPORTER
SOUTH CAROLINA JUDICIAL DEPARTMENT

THE COURT: All right, the last pleading I have in the file is a motion that says that Deutsche Bank files and submits a notice of hearing, cancelled a previously scheduled hearing before The Honorable Ellis Drew, and then it sets it for a hearing before me. So, can one of you enlighten me on where we are on this case?

MR. GRIFFIN: Your Honor, I filed a motion after the entry of the order, basically, after we had the trial. The Court issued an order back in June of last year and I filed a motion to reconsider and an alternative motion for a new trial and set out some reasons why.

One of the reasons, I believe the Court granted their motion in limine as to some statements made by the mortgage servicer and it's our position that the mortgage servicer is an agent of the Deutsche Bank and shouldn't have been allowed testimony as to what the servicer told my client.

THE COURT: All right. So, this is, basically, a Rule 59 motion?

MR. GRIFFIN: Yes, sir.

THE COURT: A motion to reconsider...

MR. GRIFFIN: A motion to reconsider the finding of fact and conclusion of law that was entered after the trial. I believe you rendered a verdict or granted all their motions at the motions stage and this ---

THE COURT: This is the lady from Florida that bought

the house up here?

MR. GRIFFIN: Yes, sir. They closed in Florida and no attorney was present and there's another issue about unclean hands, about whether or not they could even foreclose given the fact that the South Carolina Supreme Court issued, the Court of Appeals and the South Carolina Supreme Court, has issued some blistering opinions about attorneys not being present at closings and not allowing a lien holder to foreclose as a result thereof. This is a classic case. There was no -- all the testimony was that there was no attorney present, no South Carolina attorney present in Florida. I believe, at the most, there may have been some telephone conversations with an attorney here in South Carolina. I don't think that brings it to the level of attorney presence.

THE COURT: Well, isn't this a case that we tried for a couple of days and then, at some point, I asked what her damages were?

MR. GRIFFIN: Yes, sir.

THE COURT: And I basically said, "Can somebody tell me, has she been damaged one dollar."

MR. GRIFFIN: I think you ruled in our favor on the attorney presence statute and granted a directed verdict on that and then you set off a $7500.00 maximum penalty.

THE COURT: Right.

MR. GRIFFIN: It would be our position that they can't even foreclose due to the violation of -- The Wachovia/Coffey case, there was no attorney present, therefore they are not allowed to, basically, under the Unclean Hands Doctrine, they can't even foreclose. The South Carolina Supreme Court issued another case, basically affirming what the Court of Appeals did in the Wachovia versus Coffey, the Unclean Hands Doctrine. It's a 2011 Supreme Court Case where Justice Toal, I believe, issued the opinion. (Hands document to Judge Maddox)

In that case, it's Matrix Financial versus Frazer, Justice Toal, basically, reaffirmed the Unclean Hands Doctrine as it applies to mortgagees and no attorney being present during closing. Wachovia Bank -- it reaffirmed Wachovia Bank versus Coffey where the Court refused to allow the lender to enforce its lien, security interests, based on the fact - and on page four of the Matrix case, it says, "This Court has previously held the presence of attorneys at real estate closings is for the protection of the public and that protection of the public is of paramount concern in loan closings and enforcing this requirement will come to no surprise to any lender. We take this opportunity to definitively state that a lender may not enjoy the benefit of equitable remedy when that lender failed to have attorney supervision during the loan

process as required by law." I mean, this case falls squarely within this, these words I just stated. I mean, there was no attorney present in Florida and that's where this one happened. Deutsche Bank purchased the loan or ended up with it in some manner or form and they can't enforce the lien.

THE COURT: Okay. What is your position on this?

MR. GRINER: Your Honor, as far that issue, we addressed that issue at trial, Your Honor. It wasn't an attorney present at this loan. It was a phone closing, but it is factually distinguishable from the Wachovia case in that an attorney was present. In any event, the Lyden case was relied on by Mr. Griffin, and this third case he neglects to mention, and so if you look at the end of the Matrix opinion, and I've prepared a copy for Your Honor as well, the last sentence of the Matrix opinion says, "We apply this ruling to all filing dates after the issuance of this opinion." That language, all filing dates, briefly caused confusion as to exactly when we apply it. The Supreme Court later then clarified its position in 2012 case, BAC Home Loan Servicing, Inc. versus Kinder and it made clear that the rule Mr. Griffin just discussed does not apply to mortgages that were filed before the Supreme Court's decision in Matrix which was filed on August 8th, 2011, so any mortgage filed prior to August 8th, 2011, the

rule of Wachovia/Matrix and now Kinder, does not apply to those mortgages. Here, the mortgage was filed sometime in late 2006, and so that rule simply does not apply. I've provided copies of all three of those cases for Your Honor.

THE COURT: All right. What about that, Mr. Griffin?

MR. GRIFFIN: Your Honor, they didn't cite Wachovia versus Coffey, which basically, was in the Court of Appeals and was a 2010 case, where the court of Appeals refused to allow Wachovia to enforce its lien. I mean, basically, the Matrix case was a equitable subrogation case. It is somewhat distinguishable from this case, because this is a direct mortgage and Wachovia versus Coffey, which the Supreme Court basically, basically quoted Wachovia versus Coffey about home loan closings that were done without supervision of an attorney and later instituted a foreclosure proceeding. That case was a 2010 case. Wachovia versus Coffey wasn't, I don't think it was ever limited by any other cases that I can recall. I may be corrected on that, but I don't recall another case than that one.

I mentioned the Matrix case simply to, basically, it quoted Wachovia versus Coffey in its opinion regarding equitable subrogation. So, this is a case involving a direct home mortgage, just like Wachovia versus Coffey, 389 S.C. 68, (Ct. App. 2010), which the court cited it

giving it in support of its opinion in this equitable subrogation case. So, I don't think the Court made any limits during the holding. They didn't reverse Wachovia versus Coffey, so Wachovia versus Coffey is still good law and I don't think there were any -- I believe they go back, some of the cases, they go back that the Court had warned lenders as early as 1987 that attorneys were required and if they wanted to ignore it, they did so at their peril.

So, I don't think this case at hand is limited, with the Unclean Hands Doctrine, is limited by this Matrix case to the filing date of this mortgage. I believe they were on notice as far back as 1987 and I believe that was stated in the -- I don't have the Coffey case in front of me, but I believe there is some language to that effect in one of those cases regarding this lack of attorneys at home loan closings.

THE COURT: Okay.

MR. GRIFFIN: Also, another issue, my client was not allowed to testify as to what the servicer told her. I have a Texas case, 2008, (hands document to Judge Maddox) stating that the mortgage servicer in that case was the mortgage servicer for Deutsche Bank, which is the Plaintiff herein and it clearly stated in a footnote on the last page that the mortgage servicer is the agent.

THE COURT: This is a Texas case?

MR. GRIFFIN: Yes, sir. And Deutsche Bank was a party to that one or they were involved somehow. I've got some other cases that stand for the proposition that mortgage servicers are the agents or the collection agents for the lenders, for the holders of the mortgage. I've got one Federal seventh circuit case and another Texas case and I will hand those to the Court. I believe I've highlighted the language in those.

THE COURT: All right. What is your position on that?

MR. GRINER: I think the first response would simply be the agency argument on this particular motion was not raised at trial and thus it's not appropriate to raise that in a Rule 59 motion. In any event, Deutsche Bank's motion in limine relating to the loan servicing had nothing to do with whether the loan servicer was or was not the agent of Deutsche Bank. I believe it would be our position that the loan servicer is, in fact, the agent of Deutsche Bank. Our motion in limine was based on the fact that all of Ms. Boom's counterclaims related to the origination of the loan by the original lender and by the original -- the original lender appointed because the loan servicer had not begun which explains for unconscionability relating to the interest rate of the loan and for an alleged violation of the Attorney of Preference statute. All of those facts relate to the origination on the day the loan is closed.

Anything that the mortgage servicer may have done was after the fact. It would have been a year or two after closing and thus was irrelevant to the determination of whether Deutsche Bank's predecessor and interest may or may not have violated any law during the closing of this loan and that is why our motion in limine sought to eliminate any evidence related to the mortgage service, in particular, evidence that the mortgage servicer had allegedly told Ms. Booms to stop making mortgage payments so that she would qualify for a loan modification. There was not a claim based on that at litigation, whatsoever. We have no obligation for that claim. There is no claim to recover after that alleged fact, and so, consequently, we moved to exclude it and that's what were related to the actions of the mortgage servicer because they were highly prejudicial, yet irrelevant to the determination of this action, and Your Honor, I've prepared a copy, I do have a copy of our original motion in limine if Your Honor would like to have a copy of that.

THE COURT: Sure.

MR. GRIFFIN: Your Honor, I did raise the agency issue during argument. The question of the agent would be a question of fact for the jury. I believe our proffer was that the loan servicer had told them to stop making payments so they could qualify. To stop making payments

and ---

THE COURT: She had stopped making payments for a couple of years. Right?

MR. GRIFFIN: Yes, sir. She stopped ---

THE COURT: Four years?

MR. GRIFFIN: Well, by the time the case came to court it had been about four years. I believe it was soon after they - that's why she stopped making payments so they could get in on some kind of whatever they had going on as far as their modification deal they had in-house and so that's what, I believe that's the reason why and I believe you ruled since they weren't a party, they weren't allowed to testify and I basically claimed, I said the agency would be a question of fact whether or not they were a party or not. I inferred they were an agent of - I would probably have to go back and look at the transcript or notes or whatever, but that is what the ruling was, based on the fact that they weren't a party and you granted their motion and, therefore, we were precluded from bringing anything up. We also raised unclean hands. That would follow under the defense that if they told her to stop making payments, they shouldn't be allowed to bring a foreclosure.

THE COURT: Okay.

MR. GRINER: Your Honor, one other procedural point. We covered this at the beginning of our response to the

motion to reconsider. This motion is only brought pursuant to 59(e) for a motion to reconsider. Ms. Boom has waived her right to move for a new trial, a jury trial, because this motion was filed too late. So, to the extent this motion in limine somehow exclude evidence that would require a jury trial, Ms. Boom also waived the right to seek that argument due to the timing of this motion, because it's only a motion to reconsider and we would object.

THE COURT: Yeah. I'm going to treat it as a Rule 59 motion. That way, everyone is protected as far as any appeal. Okay. All right. Well, I won't do it now, but I will read through this and let you know something. Assuming that I don't grant the motion, what I'll do is, you guys want to get it back over to Judge Drew. Right?

MR. GRINER: Yes, Your Honor. There's one further point I'd like to make on that. There's actually, since the time of this trial, there's been a new case, Wells Fargo v. Smith, and that case held that a violation of the attorney preference statute cannot serve as grounds to rescind a mortgage. It can entitle someone to statutory damages, which Ms. Boom received in the amount of a $7500.00 setoff, entitles the borrower to actual damages after which Ms. Boom failed to introduce any evidence, but you can't rescind a mortgage based on the alleged violation

of the statute based on this case. So, consequently, even to the extent that the Court may grant some or all of Ms. Boom's motion, that cannot, as a matter of law, under the Wells Fargo/Smith Case, that cannot have an impact on Deutsche Bank's right to foreclose. So, we request that Deutsche Bank be allowed to proceed with foreclosure while the Court considers whether or not Ms. Boom is maybe entitled to additional setoff of any judgment as a result of foreclosure.

THE COURT: Okay.

MR. GRIFFIN: Your Honor, I don't think that case would affect the Coffey case. If the Court allows them to proceed, then that basically -- that would be basically overruling Wachovia versus Coffey. I don't think it does. That has to do with attorney preference. Also, we allege as a part of the damages, I think we were precluded from doing that, for her to file a 1099 on this thing for a forgiveness of debt under IRS regulations and we're claiming that as an element of damages. I believe you didn't allow that to go.

MR. GRINER: Your Honor, we would suggest that is - there is no evidence of record of tax liability. The Court has found that future tax liability cannot constitute actual damages. Even to the extent the Court does want to consider that argument, it doesn't relate to our

foreclosure. Your Honor has already signed an order of reference to Judge Drew. We would simply request that Your Honor essentially affirm the prior order and that this matter be referred to Judge Drew to be sold at the next foreclosure sale while this motion is pending on any monetary damages as a result of any counterclaims.

THE COURT: Okay. I'll take it under advisement and let you know by Tuesday.

MR. GRINER: Thank you, Judge.

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

CERTIFICATE

BE IT KNOWN THAT I, THE UNDERSIGNED JO RICE, OFFICIAL COURT REPORTER FOR THE TENTH JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING TRANSCRIPT REPRESENTS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF THE HEARING IN THE CAPTIONED CASE, RELATIVE TO APPEAL, BEFORE THE CIRCUIT COURT FOR ANDERSON COUNTY, SOUTH CAROLINA, SO GIVEN ON APRIL 18, 2013, TO THE BEST OF MY SKILL AND ABILITY;

THAT I AM NOT RELATED TO NOR AN EMPLOYEE OF ANY OF THE PARTIES HERETO, NOR A RELATIVE OR EMPLOYEE OF ANY ATTORNEY OR COUNSEL EMPLOYED BY THE PARTIES HERETO, NOR INTERESTED IN THE OUTCOME OF THIS ACTION.

IN WITNESS WHEREOF I HAVE HERE UNTO SET MY HAND AND SEAL THIS 8TH DAY OF SEPTEMBER, 2013.

JO RICE
OFFICIAL COURT REPORTER

STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF ANDERSON)	
Deutsche Bank National)	
Trust Co.,)	TRANSCRIPT OF RECORD
)	2007-CP-04-03440
Plaintiff,)	
-vs-)	
)	
Rhonda Booms,)	
)	November 14, 15 and 16, 2011
Defendant.)	Anderson, South Carolina

B E F O R E:

HONORABLE J. CORDELL MADDOX, JUDGE, JR.; and a jury

A P P E A R A N C E S:

J. CURTIS GRINER, ESQ.
ROBERT A. MUCKENFUSS, ESQ.
Attorneys for the Plaintiff

CHARLES R. GRIFFIN, JR., ESQ.
Attorney for the Defendant

COPY

Margaret A. Woods
Circuit Court Reporter

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(Proceedings November 14, 2011)

THE COURT: Alright, ladies and gentlemen, again I find you're all qualified to serve and all exemptions have been exercised. For those of you who could have asked for an exemption and didn't, again I appreciate very much your staying. What I'm gonna do now I'm gonna give you a a a short break. What happens is we're gonna select a jury for the first case. Do you have any voir -- you have any voir dire questions, Mr. Griffin?

MR. MUCKENFUSS: We do, Your Honor.

THE COURT: Yeah, I was lookin' at 'em. If ya'll excuse me just a second, let me read through these real quick.

(Pause.)

THE COURT: Have you had a chance to review these voir dire questions?

MR. GRIFFIN: Um-hum.

THE COURT: Ya'll better look at 'em 'cuz I'm gonna ask some of 'em. I'll tell ya which ones I'm gonna ask: 1 has been asked, I'll ask 2, 3 is a parta two, I'll ask 4 but basically not go into the facts, I'll just ask about 4, I'll ask 5, 6, 7, 8, 9, Number 10 I'm not gonna ask just because that's too so broad, I'll ask 11, 12, 13, 14 I need to think about I probly will ask it and 15. You have any objection to those?

MR. GRIFFIN: Really don't see everything. You've given

me all ---

THE COURT: Ladies and gentlemen, what I'm gettin' ready to do, I wanna give him an opportunity to look at 'em, I've got to ask you some additional questions that are -- that pertain to the first case that we're gonna try and normally I give you a break, I'm actually gonna go ahead and go through that 'cuz I'm gonna have to give ya a break after we finish these questions and I'll explain why in a minute but I've got about twelve more questions, I'm gonna ask that you answer 'em exactly the same, stand up, give us your name and number if you think it may apply to you. First thing I'm gonna do is ask the lawyers for the plaintiff and the defendant to stand up and introduce themselves and their clients. After that's done I'm gonna ask you if you have ever been represented or if you are currently being represented by these lawyers or if you have any close business or personal relationship with the lawyers or their clients, okay. Alright, yes.

MR. MUCKENFUSS: Thank Your Honor. Good morning, my name is Robert Muckenfuss, I'm with the law firm McGuireWoods which is located in Charlotte. Seated with me is Curtis Griner, he's another attorney in my firm. Our client today representative is Bobby Ruano, I got that right, he is from Los Angeles and Antoine Robinson is a paralegal in our firm.

THE COURT: Alright. Yes, sir, Mr. Griffin.

MR. GRIFFIN: My name's Charles Griffin, I'm an attorney

here in Anderson representing Rhonda Booms lives here in Anderson County.

THE COURT: Alright, ladies and gentlemen, first let me ask you is anyone on the panel represented now or have you been represented in the past by the attorneys in this action, if so please stand? Alright, yes, sir, give us your name and number.

JUROR NUMBER 139: One thirty-nine, Michael Whitman.

THE COURT: Alright.

JUROR NUMBER 139: Mr. Griffin had handled a divorce for me in 2000.

THE COURT: Okay, will that fact prevent you from being fair and impartial in this case?

JUROR NUMBER 139: I don't see how, no, sir.

THE COURT: Alright, can you render a verdict based only on the evidence that you hear in this courtroom and not be influenced by the fact that you were represented by Mr. Griffin?

JUROR NUMBER 139: Yes.

THE COURT: Okay. Alright, give us your number one more time.

JUROR NUMBER 139: 139.

THE COURT: Okay. Thank you, sir. Alright. Does anyone have any close business or personal relationship or you're related by blood or marriage to any of the lawyers or their

clients, if so please stand?

(No response.)

THE COURT: Has any member of the panel or their immediate family ever been involved in a lawsuit either as a plaintiff or a defendant, if so please stand?

JUROR NUMBER 27: My name's Betty Davis, my oldest son just settled a lawsuit.

THE COURT: Alright, so he was a plaintiff?

JUROR NUMBER 27: Yes, sir.

THE COURT: Okay, will that fact prevent you from being fair and impartial in this case?

JUROR NUMBER 27: No, sir.

THE COURT: Basically, I'm asking you did you learn anything or were you influenced any way by that process that might prevent you from bein' fair?

JUROR NUMBER 27: No, sir.

THE COURT: Okay. Thank you, ma'am. Alright, yes, ma'am.

JUROR NUMBER 88: My daughter was hit by a drunk driver. We had to sue them so, um, that's been five years ago.

THE COURT: Alright, give us your name and number.

JUROR NUMBER 88: Leslie McIntire 88.

THE COURT: Okay, can you still be fair and impartial in this case?

JUROR NUMBER 88: Yes.

THE COURT: And can you render a verdict based only on the evidence that you hear in this courtroom?

JUROR NUMBER 88: Yeah.

THE COURT: Alright. Yes, ma'am. I'm tellin' your uncle by the way that you stood up three times. Alright, yes.

(Laughter.)

JUROR NUMBER 66: Well I'm not sure if it's considered a lawsuit but my sister just got finished with court issues whatever, not exactly sure what the situation was goin' on with her but I don't know.

THE COURT: Okay, give us your name and number just one more time.

JUROR NUMBER 66: Nwamaka Ibekwe, Number ---

THE COURT: O ---

JUROR NUMBER: --- 66.

THE COURT: --- okay. So you you don't even know what she was doing basically, right?

JUROR NUMBER 66: (Nodded in the affirmative.)

THE COURT: Alright, can you still be fair and impartial in this case?

JUROR NUMBER 66: Yes.

THE COURT: And can you render a verdict based only on the evidence that you hear in this courtroom?

JUROR NUMBER 66: Yes.

THE COURT: Alright, thank you, ma'am. Alright, yes,

ma'am?

JUROR NUMBER 95: Number 95, Mary Catherine Murphy. I have a case coming up in early December in family court.

THE COURT: Okay. Well, will that affect you in any way? Can you still render a verdict based only on the evidence that you hear in this courtroom?

JUROR NUMBER 95: Yes, sir.

THE COURT: Alright, thank you. Yes, ma'am, in the back.

JUROR NUMBER 67: My son is comin' up for a court case in July.

THE COURT: Alright, give us your name and number, please.

JUROR NUMBER 67: Carisa Johnson, 67.

THE COURT: Alright, is it a civil matter?

JUROR NUMBER 67: I'm not sure. It's dealin' with school and ---

THE COURT: Okay.

JUROR NUMBER 67: --- school, that typa thing.

THE COURT: Okay. Alright, will that fact prevent you from being fair and impartial in this case?

JUROR NUMBER 67: No, sir.

THE COURT: And can you render a verdict based only on the evidence that you hear in this courtroom?

JUROR NUMBER 67: Yes, sir.

THE COURT: Alright, thank you, ma'am. Yes, ma'am?

JUROR NUMBER 99: Sandra O'Brien, Number 99.

(Whereupon, a cell phone rang.)

JUROR NUMBER 99: My sister was in a lawsuit against Greenwood County for the death of her husband, it was in '91.

THE COURT: Okay, can you still be fair and impartial in this case?

JUROR NUMBER 99: Yes, sir.

THE COURT: And can you render a verdict based only on the evidence that you hear in this courtroom?

JUROR NUMBER 99: (Nodded in the affirmative.)

THE COURT: Okay. By the way I'm sure you were told not to have phones.

(Laughter)

THE COURT: I feel, I feel kinda bad but if you have a phone you need to turn it off or I'll put it in my box back there. I'll let you take it away from him, I'm not gonna mess with him. Alright, yes, give us your name and number.

(Laughter.)

JUROR NUMBER 134: Dennis Vickery, it's 134 and my mother sued for a medical malpractice back in '90.

THE COURT: Alright. Can you still be fair and impartial in this case?

JUROR NUMBER 134: Yes, sir.

THE COURT: And can you render a verdict based only on

the evidence that you hear in this courtroom?

JUROR NUMBER 134: Yes, sir.

THE COURT: Alright, thank you. Alright, ladies and gentlemen, this action involves a loan and alleged failure to pay a loan and also foreclosure on a residence. Knowing those facts does anyone have anything in their life experience that would prevent them they believe from being fair and impartial to both parties in a case such as this, if so please stand?

(No response.)

THE COURT: Has any member of the panel or their immediate family ever been a customer of Deutsche Bank or Bank of America, if so please stand? Yeah. Alright, what I'm gonna do, ladies and gentlemen, because that is a very broad question, I'm gonna ask you all the same question and then I'm gonna ask that you give us your name and number and answer it if -- in fact, let me do it this way: We have 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24 people. Does any of you who are standing currently feel that the fact that you may be a customer of Deutsche Bank or Bank of America do you feel that that would prevent you from being fair and impartial in this case, if so remain standing. Okay. Yes, ma'am, give us your name and number.

JUROR NUMBER 74: Kathryn Kirby, 74. I'm not a customer, I I have been, my husband was emp -- used to be employed by Bank of America. I don't know if that ---

THE COURT: Okay.

JUROR NUMBER 74: --- matters.

THE COURT: He's no longer employed there?

JUROR NUMBER 74: (Nodded in the affirmative.)

THE COURT: What did he do there?

JUROR NUMBER 74: He was a commercial loan officer.

THE COURT: Okay, will that fact prevent you from being fair and impartial given the fact this case involves a loan and ---

JUROR NUMBER 74: No.

THE COURT: Alright. And can you render a verdict based only on the evidence that you hear in this courtroom?

JUROR NUMBER 74: Yes.

THE COURT: Alright, is the way that I handled that question satisfactory to the plaintiff?

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: To the defendant?

MR. GRIFFIN: Yes, Your Honor.

THE COURT: Okay. I'll ask it but we may have another group standin'.

THE BAILIFF: Judge, they say they can't hear back here.

THE COURT: Okay, well we started squelching.

UNIDENTIFIED WOMAN: Sorry.

THE COURT: Okay. Has any member of the panel or your immediate family ever had a dispute with a bank regarding a

loan or other account? Now this dispute would not be somethin' minor that we've all had but have you had a significant dispute with a bank regarding a loan or any other account, if so please stand?

(No response.)

THE COURT: Has any member of the panel or your immediate family ever been involved in litigation against a bank or been sued by a bank, if so please stand?

(No response.)

THE COURT: Has any member of the panel or their immediate family ever defaulted on a loan or been foreclosed upon, if so please stand?

(No response.)

THE COURT: Alright, what I'm gonna do is let ya'll come up and talk to me personally so at the end of this list we'll bring you up, okay. Ten I'm not gonna ask just because it's so broad, 11 -- well I'll go to 13.

MR. MUCKENFUSS: Your Honor, we withdraw 13.

THE COURT: You withdraw 13?

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: Alright, thank you. Fourteen, has any member of the panel or their immediate family participated in Occupy Charleston, Occupy Greenville, Occupy Columbia, Occupy Charlotte or any protest or event related to the Occupy Wall Street movement, does that apply to anyone?

(No response.)

THE COURT: Does any member of the panel have any beliefs or experiences that you believe would cause you to be biased against the bank or against a person who allegedly was foreclosed on by a bank, if so please stand?

(No response.)

THE COURT: Alright. Those are the questions. Those three people if you would just line up and c'mon up.

(Whereupon, the jurors complied.)

THE COURT: C'mon up.

(Whereupon, a juror came forward.)

THE COURT: Hey, give us your name and number.

JUROR NUMBER 4: Mary Atkinson, Number 4.

THE COURT: Okay, and what was your deal with it?

JUROR NUMBER 4: My husband and I have owned raw land. We've been in real estate development and two years ago when the economy took a dump we had to let some land go back ---

THE COURT: Okay.

JUROR NUMBER 4: --- to the bank so it was foreclosed on.

THE COURT: Okay. Will that fact prevent you from being fair and impartial in this ---

JUROR NUMBER 4: No.

THE COURT: --- case?

JUROR NUMBER 4: No.

THE COURT: Okay, can you render a verdict based only on

the evidence that you hear in this courtroom?

JUROR NUMBER 4: Um-hum.

THE COURT: Okay. Alright, thank you.

MR. GRIFFIN: What's her number?

THE COURT: What was your number again?

JUROR NUMBER 4: I'm 4.

THE COURT: Four.

MR. GRIFFIN: Four?

THE COURT: Yeah.

(Whereupon, a juror came forward.)

THE COURT: Hey, give us your name and number again.

JUROR NUMBER 88: Leslie McIntire, 88.

THE COURT: Okay. Yes, ma'am.

JUROR NUMBER 88: My mother's going through foreclosure now.

THE COURT: Okay, will that fact prevent you from being fair and impartial ---

JUROR NUMBER 88: Not a bit.

THE COURT: --- in this case?

JUROR NUMBER 88: Nuh-uh (negative).

MR. GRIFFIN: What number she?

JUROR NUMBER 88: Eighty-eight.

THE COURT: And can you render a verdict based only on the evidence that you hear in the courtroom?

JUROR NUMBER 88: Yes, correct.

THE COURT: Okay. Thank you.

JUROR NUMBER 88: Um-hum.

(Whereupon, a juror came forward.)

THE COURT: How ya doin'? Give us your name and number again.

JUROR NUMBER 139: Michael Whitman, 139.

THE COURT: Okay. Yes, sir.

JUROR NUMBER 139: Just basically my brother had a house foreclosed on him.

THE COURT: Okay. Will that fact prevent you from bein' ---

JUROR NUMBER 139: No, ---

THE COURT: --- fair and impartial?

JUROR NUMBER 139: --- not at all.

THE COURT: And can you render a verdict based only on the evidence ---

JUROR NUMBER 139: Absolutely.

THE COURT: --- that you hear in this courtroom?

JUROR NUMBER 139: Absolutely.

THE COURT: Okay.

JUROR NUMBER 139: Hey, Richard.

THE COURT: Thank you, sir. Okay, you have any questions you want me to ask?

MR. GRIFFIN: No.

(Whereupon, a discussion was held off the record.)

THE COURT: Alright, ladies and gentlemen, those are all the questions that you're gonna be asked today. I need to give you a break but I wanna tell you what happens during the break. Mr. Shirley, the clerk of court, will take all of your names, the computer will randomly draw out a certain number and place 'em on a sheet of paper and then we'll give that sheet of paper to the attorneys. When you come back in, you will all have been assigned new numbers and the attorneys have the opportunity to strike potential jurors. You can strike a juror for just about any reason except racial, gender, religious beliefs, certain core beliefs, you can't just strike somebody 'cuz you don't like 'em, but there are certain reasons and certain legal excuses for striking someone. The reason I tell you that you have a new number is don't be insulted if ya hear your old number stricken and I've had that happen and I try to tell every juror that you will not have the same number but this process will take us ten or fifteen minutes 'cuz we have to print the list and then I give the lawyers an opportunity to go through the list. It's ten after eleven, just to be safe I'm gonna give you until 11:30. If you would -- if you wanna walk around and get a cup of coffee, whatever you want, when you come back, the process moves very quickly. We'll select the first case, the jury for the first case and then at that point I'll let the rest of ya know what you're gonna have to do. Quite frankly, you're gonna have to

call in the jury number but I'll explain that a little bit more. It's a little longer break than I'd like to give ya 'cuz I I know you'd like to get outta here too but if you would be back in your seats at 11:30. If anybody approaches you about your jury service or tries to talk to you outside or at the coffee shop about your jury service, let me know and I'll take care of it. Nobody should discuss the fact that you're jurors at all. So I will see you back here at 11:30 and we'll move very quickly at that point.

(The following takes place outside the presence of the jury panel.)

THE COURT: Alright. How many strikes ya'll -- have ya'll calculated what ya need?

MR. GRIFFIN: Not really.

THE COURT: Is it four and four?

MR. MUCKENFUSS: Uh, yeah, uh ---

THE COURT: Nothin' unusual statutory? Alright, ---

MR. MUCKENFUSS: No. No, Your Honor.

THE COURT: --- four and four. Alright, ya'll -- once they print the list out, I'll give ya ten minutes to look at it, okay. Hold on a minute, let me get that door shut back there then I'll -- there no jurors in here?

MR. GRIFFIN: I just got served with about five motions *in limine*. I ---

THE COURT: Yeah, we're gonna deal with those but don't

wanna ---

(Whereupon, a discussion was held off the record.)

THE COURT: Hold on just a second, let me shut the doors here. Okay. What happened with the potential settlement down in Florida? Where -- what's the status of that?

MR. MUCKENFUSS: Your Honor, the way it was left was there was a a big part of that discussion related to a loan modification that was not successful. The borrowers did end up, Ms. Booms did end up submitting some financial information to us later that day, it was not sufficient for my client to certainly not to approve a loan modification based on what she gave us, we -- we've head back and forth lettin' 'em know that, we've not received any other documentation from them for us to analyze a loan modification so at this point we have no basis to say that we're anywhere close to a settlement.

THE COURT: Well I got a letter or I got an e-mail from a lawyer down there that said that he had delayed sending something and, ya know, I I couldn't quite understand what he was doin' so is that a a attempt to get a loan in Florida or modify this loan in Florida?

MR. MUCKENFUSS: It -- it's a, it's an attempt to modify this loan. The the Florida property was already foreclosed on and that's a different lawsuit relating to a wrongful foreclosure. She is attempting to get a loan modification on this property in South Carolina. We wrapped the discussions

into that Florida mediation. She did not submit the back up documentation for her income, some essential things that my client needs to even come close to analyzing whether it could be we can have a loan mod. In addition to that, she's made some some fairly high cash demands for settlement and, ya know, that hasn't even been covered. We were tryin' to see if even a loan mod was possible before we got to that point.

THE COURT: Alright, is there anything ya'll can do? I mean, I don't mind tryin' it, it's just if it's -- this isn't anything that's gonna get started and then ya'll are gonna get the information to modify it, is it?

MR. GRIFFIN: Well they're supposed to get some stuff from their accountant this morning. They couldn't get it over the weekend and they've got a call in. I don't know if they've got back with 'em yet, they've been been in here all morning.

MR. MUCKENFUSS: Your Honor, I think it -- it's certainly this case has been goin' on, we've been talking with the borrowers for years about a loan modification.
The basic issue is the the bank cannot do a loan mod if she doesn't doesn't have the sufficient income and it it appears she doesn't have any income or very little. She hasn't provided the back up for that so, ya know, at this point I, ya know, if we could do a loan mod we certainly would wanna do that but there's just been nothing given to us in the, in the

years that this case has been pending to even come close to doing ---

THE COURT: And this is just basically a straight up foreclosure.

MR. GRIFFIN: Well I've got some counterclaims based on the attorney preference statute whether it was dated the same day of closing and there's no name of an attorney on there.

THE COURT: Okay, ---

MR. GRIFFIN: There ---

THE COURT: --- I'm just wondering why it wasn't referred.

MR. MUCKENFUSS: It was referred. They counterclaimed and then it came to circuit court so this this trial's on the counterclaims.

THE COURT: Alright.

MR. MUCKENFUSS: Yeah.

THE COURT: Alright. Well I was just askin'. I mean, I got that series of e-mails that came in after I left Thursday and then I -- when I looked at 'em yesterday afternoon I couldn't quite decipher. Now you've got an oncology appointment tomorrow?

MR. GRIFFIN: Yes, sir, at eight o'clock in the mornin', be over there all mornin'. I don't know what they plan on doin' ---

THE COURT: How long is this case gonna try? How long is

it gonna take?

MR. MUCKENFUSS: I think literally there'll be one witness for each side.

THE COURT: Alright.

MR. MUCKENFUSS: It could ---

MR. GRIFFIN: I may have two, I don't ---

MR. MUCKENFUSS: I'm sorry, I don't mean to speak for the borrowers but for us we have one witness. I I think if we started after lunch it would at least go into tomorrow. I I can't -- maybe I'd be wrong but with all the things that have gone to trial it might be difficult to ---

MR. GRIFFIN: I've got a motion for summary judgment may wind up everything.

THE COURT: Well what I'm tryin' to decide is whether I just start it tomorrow after you get back tomorrow afternoon, okay.

MR. GRIFFIN: That be better.

THE COURT: I hate to do that but I've got these motions *in limine*, it's 11:15.

MR. GRIFFIN: We could argue the motions after lunch ---

THE COURT: I think we're gonna have to do that and I don't know if we can get started.

MR. MUCKENFUSS: Your Honor, from our standpoint too there is a significant issue of law I think even from our standpoint that could impact the case as well. We certainly

don't wanna interfere with his doctor's appointment.

THE COURT: No, we'd have to start after lunch tomorrow. I mean, ---

MR. GRIFFIN: The counterclaim could be just an issue of law and if you find in our favor then basically will go to the jury on damages and that be it. Attorney's fees would be your choice, be your calculation. I believe the statute says shall.

THE COURT: Okay. Alright, let's, why don't we do this: Let's select the jury and then we'll figure out -- I have a feeling we're not gonna start this case till after lunch tomorrow, that seems to be that that'll give us all afternoon to argue this stuff and then let you do your appointment. Okay.

MR. MUCKENFUSS: Thank Your Honor.

THE COURT: As soon as ya'll get the list, ya'll go over that.

MR. GRIFFIN: Your Honor, I apologize for making that ---

THE COURT: No, I mean, that's -- yeah, there's -- don't worry about it.

(Whereupon, a recess was taken.)

THE COURT: Alright, ya'll ready to select a jury?

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: Defense ready?

MR. GRIFFIN: Yes, sir.

THE COURT: Have ya'll got a list for me?

(Whereupon, a discussion was held off the record.)

(The following takes place in the presence of the jury panel.)

THE CLERK: Alright. I would like to reemphasize what the judge said earlier that all the numbers have changed now so if you're Juror Number 4 and you hear Number 4 called that's not you, it's it's -- we have a total new number system for this, for this process. We're gonna strike four each and how many alternates, Your Honor?

THE COURT: Just one.

THE CLERK: One alternate. Alright. So in this first strike please strike between numbers 1 and 20 on the left-hand side. What say you for the plaintiff?

MR. MUCKENFUSS: Strike Juror 11.

THE CLERK: Juror 11. What say you for the defense?

MR. GRIFFIN: Please strike Number 110 -- I'm I'm sorry, well 18.

THE CLERK: Number 18.

MR. MUCKENFUSS: Please strike Juror 13.

THE CLERK: Thirteen.

MR. GRIFFIN: Number 16.

THE CLERK: Number 16.

MR. MUCKENFUSS: Number 17.

THE CLERK: Number 17.

MR. GRIFFIN: Number 4.

THE CLERK: Four.

MR. MUCKENFUSS: And Number 19.

THE CLERK: Number 19.

MR. GRIFFIN: I'll strike Number 3.

THE CLERK: Number 3.

THE CLERK: Alright, we will have one alternate so please strike either Number 21, 22 or 23, please.

MR. MUCKENFUSS: Twenty-two.

MR. GRIFFIN: Twenty-three.

THE CLERK: Your Honor, if it please the Court, I'll call out the jurors.

THE COURT: Alright, give me the strikes one more time.

THE CLERK: On the plaintiffs have struck Numbers 11, 13, 17, 19 ---

THE COURT: Okay.

THE CLERK: --- and 22 on the alternate. The defense struck 3, 4, 16, 18, and 23.

THE CLERK: I got ya. Okay, yes, sir.

THE CLERK: Alright, when I call your name and number, would you please gather your belongin's and come to the jury box, please. Our first juror is Number 134, Dennis A. Vickery.

(Dennis Vickery, a white male, came forward.)

THE CLERK: Second juror is Number 29, Leigh A. Davis.

(Leigh A. Davis, a white female, came forward.)

THE CLERK: Next juror 141 Jeffery L. Williams.

(Jeffery L. Williams, a black male, came forward.)

THE CLERK: Next juror Number 16, Steven J. Brunswick.

(Steven J. Brunswick, a white male, came forward.)

THE CLERK: Our next juror is Number 95, Mary Catherine Murphy.

(Mary Catherine Murphy, a white female, came forward.)

THE CLERK: Next is Number 142, Monica J. Williford.

(Monica J. Williford, a black female, came forward.)

THE CLERK: Next juror Number 10, Kristi M. Bejarano.

(Kristi M. Bejarano, a white female, came forward.)

THE CLERK: Next is Juror Number 104, Steven V. Pope.)

(Steven V. Pope, a white male, came forward.)

THE CLERK: Next is Juror Number 68, Kimberly Y. Jones.)

(Kimberly Y. Jones, a black female, came forward.)

THE CLERK: Next is Number 147, Kathy L. Woodard.

(Kathy L. Woodard, a white female, came forward.)

THE CLERK: Next is Juror Number 144, Corvin VicKay Wills -- Cal -- Corvin K. Wills.

(Corvin K. Wills, a black male, came forward.)

THE CLERK: Our last juror is Number 52, Susan K. Harbin.

(Susan K. Harbin, a white female, came forward.)

THE CLERK: And our alternate juror will be Number 30, Reece O. Davis, Jr.

(Reece O. Davis, Jr., a white male, came forward.)

THE CLERK: Alright, ladies and gentlemen, I'm gonna send you back to the jury room while I dismiss everyone else and give them some instructions then I'm gonna call you back in and tell you about our schedule which is a little bit strange. As a practical matter, this case is not gonna start or we're not gonna need your presence until tomorrow afternoon but I'll give you a little more explanation when you come back. When you come back, Mrs. Bajaran, is that ---

JUROR NUMBER 10: Bejarano.

THE COURT: Bejarano.

JUROR NUMBER 10: Like Bayer Aspirin.

THE COURT: There ya -- Bejarano, okay. I'm appointin' you forelady of the jury. You'll be the only person that has to sit in one spot and you'll sit in that (indicating) first seat, the rest of ya can sit wherever you want. Every time you leave this courtroom from this point forward I'm gonna tell ya not to talk about this case. You should never discuss this case or the facts of this case or the parties or anything. You should never discuss this case until you've heard all the testimony, you've heard all the closing and opening arguments and I've charged you on the law so go back there, introduce yourselves, talk about anything you want, I'll bring you back in in about five minutes.

(The following takes place outside the presence of the

jury.)

(Whereupon, the remaining members of the jury panel were dismissed.)

THE COURT: Okay, what I'm gonna do is bring them, bring them back in. I guess the best -- how long do you think that'll take you tomorrow, three our four hours?

MR. GRIFFIN: Well I scheduled we got it blocked off two and a half hours.

THE COURT: Okay, why don't I just tell them to come in at one.

MR. GRIFFIN: Okay.

THE COURT: That'll give us plentya time.

(The following takes place in the presence of the jury.)

THE COURT: Alright, ladies and gentlemen, what what we're gonna do is I'm gonna let you go today. We -- we've got a good bitta work to do this afternoon on this case to get it in a posture for trial. I'm not sure how long it's gonna take us but rather than have you come back this afternoon I'm just gonna ask you to come back tomorrow. Again, tomorrow morning one of the parties has a doctor's appointment that they can't move and I understand it and don't want him to move it so we're not gonna start in the morning. I'm gonna ask that you be in the jury room at one o'clock tomorrow. This case we can finish it in a day or day and a half so I'm not too worried about the time but I'm sorry about your inconvenience so come

back at one tomorrow. I'm gonna tell ya again every time ya leave not to, not to talk about this case. I'm gonna give you one further instruction that I'll tell you more about when you come back: At the very beginning of the trial I'll give you a preliminary charge on the law and tell you a little bit about how the case is gonna proceed. One of the things I'm gonna tell you is that you should do no research on this case. You shouldn't go home and try to figure out what it's about, Google it, do any kind of research whatsoever. There are two jurors in this state who are facing jail time because they violated that order from a judge. Invariably people find out about it and it becomes a huge problem. You'll know more about this case than anybody in the world, I don't know anything about this case, but you're gonna hear everything that's pertinent and everything that you need to know will be said to you from this (indicating) witness box, you'll have all the exhibits with you in the jury room when you begin your deliberations and the reason I tell you that is you can't find anything else about this case that means anything out in the world so I'm ordering you not to do it, I don't wanna have to deal with one of ya if you do do it so please just don't go home and start researchin' people and facts and cases. If anybody contacts you about your jury service by phone or in person, let me know immediately and we'll have the sheriff's office deal with them, nobody'll bother you on this. I don't

think there's gonna be any publicity on this case but if there is I'm ordering you not to listen to the radio about, ya know, stories about this case, watch anything on television or read anything in the paper and when we get started tomorrow we'll push through and get as much done tomorrow as we can. I suspect it'll be Wednesday before we finish but it'll be a fairly short case, you got good lawyers, they know what they're doin', so have a great day and I'll just see ya tomorrow at one.

THE CLERK: Ladies and gentlemen, if if you want to park in the new parking garage at at the back corner of the courthouse tomorrow, feel free to do so. I have tokens to get ya out of it, to pay for your your time there.

THE COURT: Thank ya'll, have a good day.

UNIDENTIFIED JUROR: You too.

(The following takes place outside the presence of the jury.)

THE COURT: Why don't we go ahead and break for lunch, to be honest with ya I'm starvin', so why don't we come back about 1:30, 1:45 we'll do these motions and get ya outta here.

MR. MUCKENFUSS: Thank Your Honor.

THE COURT: Okay.

(Whereupon, a recess was taken.)

THE COURT: Okay. Alright, you wanna talk about ya'lls motion first *in limine*. You've got a motion *in limine*

regarding loan servicing?

MR. MUCKENFUSS: Yes, Your Honor, and I don't know, Your Honor, if it would help to give a little background. I know ---

THE COURT: Yeah. Yeah, I'd like a little bit.

MR. MUCKENFUSS: --- it's a little bit -- I think the case is -- the the allegations are somewhat simple but there's some complexity to the parties. The the plaintiff in this case in the foreclosure is Deutsche Bank. Actually, Mr. Ruano who's here is employed by Bank of America and just to give the Court some perspective here, Deutsche Bank essentially owns the note. Deutsche Bank is a trustee but essentially owns the note. Currently Bank of America is the servicer for the note so Bank Amer. has the right in this, in this instance to foreclose and conduct foreclosure proceedings and to defend Deutsche Bank so Mr. Ruano is here, is employed by Bank of America. Deutsche Bank is the plaintiff for purposes of the foreclosure. Now what's what's important especially with regard to the motions *in limine*, Your Honor, is Deutsche Bank was assigned this loan from another lender. The original lender in this matter was a a company called Mortgage Lending Network I believe is the correct name of the lender so Mortgage Lending Network or LMN, we refer to it as MLN in some of the briefs, was the the lender that actually provided the loan originally in 2006 to Ms. Booms so that was the lender

that conducted, ya know, was involved in the closing, all the things that related to that. Deutsche Bank was not involved in the original loan which is important for a couple reasons: First, we have in in in our motions *in limine* and this rate -- relates to the servicing issue but we we have an umbrella argument in this case and we have a a case directly on point from the Court of Appeals but Deutsche sen -- sits the assignee of the note so and under common law in South Carolina the assignee is not -- does not step in the shoes in this case of the original lender, MLN, for purposes of liability and we have a case which I can hand up to Your Honor which is directly on point if I may approach.

THE COURT: Yeah, yeah.

(Whereupon, counsel handed the document to the Court.)

MR. MUCKENFUSS: This is the *Rosemond* case, 1986 case, and the the plaintiffs in this case have brought essentially three principle claims against Deutsche Bank in the counterclaim, those include two claims under the Consumer Protection Act for, one's for flipping, the other is for a high cost consumer loan. The the other claim that's been brought by the plaintiffs involves the attorney preference form. Under the Consumer Protection Act, of course a lender has to give notice to a borrower of their choice of lawyer, that they have the right to choose a lawyer. What *Rosemond* basically states is under the C -- under the Consumer

Protection Act, under any claim under the Consumer Protection Act if a borrower counterclaims against in this case the assignee Deutsche Bank, the borrower cannot sue affirmatively the assignee for any of the obligations of the original lender, in this case MLN, all that the borrower can do if there's a foreclosure is use those claims defensively in the foreclosure, so if Deutsche Bank is foreclosing as they are here against Ms. Booms, she can use any of her claims or defenses that she would have had against MLN against Deutsche Bank but she cannot sue Deutsche Bank affirmatively which she has tried to do in this case and in the *Rosemond* decision of Page 4 of the printout out, it's highlighted basically in the left column there about two-thirds of the way down in the fourth paragraph of the last sentence, *Rosemond* court stated thus is against assigned -- against the assignee the obligor can only, which is the borrower, can only assert a claim defensively when the assignee seeks to enforce the allegation, in this case, ya know, foreclosing, he has no common law right to sue the assignee affirmatively on the claim against the assignor arising from the un -- underlying obligation. Now in this particular case the Court went on to find that the borrower could sue in this particular claim which is not a mortgage claim, it was a consumer credit sale. The Court stated that the borrower in that situation could sue the assignee because the legislature had specifically amended the

statute to say that they had the right to sue the assignee. Now the the legislature in the Consumer Protection Act has also stated that being an assignee of a loan does not automatically make you liable for the underlying lenders, whatever the underlying lender may have done so in this situation we have the attorney preference form claim and Ms. Booms has argued in her case that she should have been provided the attorney preference form, ya know, and she didn't get it so under the Consumer Protection Act there's certain penalties for that, that of course the, ya know, whether the attorney preference form was provided at the closing was something that MLN, Mortgage Lending Network, was involved in, not my client Deutsche Bank so what this case stands for is if you're bringing a claim under the Consumer Protection Act, in this case for the attorney preference form, you cannot sue Deutsche Bank affirmatively for that claim. She could use it defensively in the foreclosure if she can to try to, you know, argue something defensively in the foreclosure but she can't counterclaim against the, against Deutsche Bank so it just as a threshold matter, Your Honor, we would argue there is no claim. She cannot affirmatively bring any claims under the Consumer Protection Act unless the legislature has said so against the assignee at Deutsche Bank and *Rosemond* is directly on point and that case would dispose of all of her claims, affirmative claims against Deutsche Bank in this case, the

attorney preference claim and hi -- her other Consumer Protection Act claims. So I I provide that to the Court, it's not specific to the servicing, loan servicing motion, we do have two other motions *in limine* that relate to that claim but I wanted to bring that up to the Court 'cuz I think that that's a major threshold issue. I think the Court, ya know, otherwise we're gonna bring this up in a directed verdict motion. Obviously, I -- there are no facts that would be in dispute. It's undisputed that Deutsche Bank is the assignee of the, of the note, that's not in dispute in this case so there's nothing at trial that's gonna change that fact and when we get to the directed verdict stage we're gonna argue that none of these claims can be asserted against Deutsche Bank under the *Rosemond* case because the borrower cannot assert those claims per the doctrine that the assignee does not step in the shoes of the original lender.

THE COURT: How would you use 'em defensively?

MR. MUCKENFUSS: Well, in ---

THE COURT: How would you use the Attorney Preference Act defensively?

MR. MUCKENFUSS: Well in this case I don't think she can. I think -- I say that generically if you have a claim that might ---

THE COURT: Yeah.

MR. MUCKENFUSS: --- relate to the foreclosure. I'm just

sayin' if if you do have something that would be relevant to the foreclosure, you have to assert it defensively. She may be able to assert it as a setoff perhaps, I don't know, in a deficiency claim later but in the sense of affirmatively suing Deutsche Bank, she cannot bring that claim 'cuz, ya know, my client Deutsche Bank had nothing to do with the closing, wasn't there, ya know, it was assigned the loan much later. She could sue Mor -- MLN if she wanted to, ya know, she could sue the original lender which she has not done but if for the assignee she cannot bring these claims against the assignee affirmatively under *Rosemond*.

THE COURT: So MLN's the lender, Deutsche Ba -- Deutsche Bank, Deutsche Bank is the assignee and Bank of America's the servicer.

MR. MUCKENFUSS: Yes.

MR. GRIFFIN: Your Honor, if I could be allowed to respond.

THE COURT: Sure.

MR. GRIFFIN: This *Rosemond* is not on point. This has to do with a consumer credit sale and there's specific statute with regard to assi -- assignee with regard to consumer credit sales and first -- and purchase money security loans. There are two statutes that specifically go to -- specifically refer to assignees in those two instances so this case is not on point. This was a consumer, basically consumer credit sale,

this is basically a loan, a refinance and it's our ob -- it's our contention that MLN I believe they're bankrupt anyway, they went outta business a good long time ago and Deutsche Bank basically is the purchase or is the trustee for, I submit, notes that Mortgage Lenders Network originated and apparently the obligor 'cuz, I mean, they're the assignee where and it's our contention under the Uniform Commercial Code they are not a holder in due course and under the South Carolina Uniform Commercial Code, if you're not a holder in due course then anybody can bring a -- then any person who's agr -- has a claim or defense can bring a claim against the assignee if they're not a holder in due course. Basically, a holder in due course is not one who takes the assignment with notice of that the documents are in violation of the law on the face which these are and thus Deutsche Deutsche Bank is not a holder in due course and under the Uni -- South Carolina Uniform Commercial Code they are and they are and not a holder in due course, therefore they are subject to all claims and defenses. I have a case here if I may beg the Court's indulgence.

(Pause.)

MR. MUCKENFUSS: Your Honor, I don't know if I could just make a quick point. I don't wanna ---

THE COURT: Yeah.

MR. MUCKENFUSS: It -- Mr. Griffin's absolutely right,

this is a consumer credit sale, in *Rosemond*, that's actually the point. The Court and the Court of Appeals with reversing the circuit, the circuit court judge actually ruled in that case that the borrower could not sue the assignee. What the Court of Appeals said they -- the Court of Appeals said that's true, generally you cannot sue the assignee under the Consumer Protection Act unless the Consumer Protection Act specifically states that the assignee has liability. It's not a holder in due course analysis. The Court in *Rosemond* actually said the assignee's not the holder in due course. The analysis is under the common law, South Carolina common law you can't sue the assignee unless the legislature has stated affirmatively that you can and what the Court said is in the Consumer Credit Sale under 37-2-403, the statute was amended and the Court states this in the last paragraph, the Court states a statute was amended to allow the borrower to sue the assignee even though under the common law you couldn't so the the end result is unless the statute, the Con -- the Consumer Protection Act states that you can sue the assignee, you can't do that.

THE COURT: So your position is that the law is you cannot sue the assignee unless there's a statute that provides for it.

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: And ya'll know of any statute that does provide for it?

MR. GRIFFIN: Yes, ---

MR. MUCKENFUSS: Under ---

MR. GRIFFIN: --- Your Honor, ---

MR. MUCKENFUSS: --- under the the Consumer Credit Sale ---

THE COURT: Yeah, I'm not -- I'm talkin' about in this situation.

MR. MUCKENFUSS: Oh, not, not in this situation, Your Honor.

MR. GRIFFIN: Under the -- mark this Defendant's Exhibit 1, please.

(Defendant's information packet marked Defendant's Exhibit No. 1 for identification.)

MR. GRIFFIN: I've got numerous statutory and case law in there.

(Whereupon, counsel handed Defendant's Exhibit No. 1 to the Court.)

MR. GRIFFIN: Under the, um, under Section 36-3-302 holder in due course, basically under Section 2 if the holder took the instrument for for value, in good faith, without notice then where they're not a holder in due course ---

THE COURT: Was this a negotiable instrument?

MR. GRIFFIN: Just a mortgage that was sold, that was assigned.

THE COURT: Straight up mortgage.

MR. GRIFFIN: Yes, it was originally a mortgage but it was assigned so ---

THE COURT: Okay.

MR. GRIFFIN: And then under Section 3-305 a defense of the obli -- obligor stated in another suit exactly or a defense of the obligor that would be available for the person entitled to enforce agreement where enforcement was right under payment therefore they've got defenses and also the -- they have a claim in recoupment. So basically the Attorney Preference Statute would be meaningless if a a seller were allowed to -- mortgagor were allowed to assign a mortgage and then, and then the assignee turned around and foreclosed or the, or the initial mort -- mortgagee go outta business and then you end up with a buncha mortgages that are, that are in violation of South Carolina law and that would not, that would not give the statute any meaning and the purpose of the Consumer Protection Code is to protect borrowers and also that Attorney Preference Statute is to protect borrowers and under 37-1-103 unless displaced by particular provisions of the title UCC and the principle of law and equity, etc., or or will sup -- will supplement this title then we get on into the 37-10-102 attorney preference and then we have violations if as -- if a creditor violates under 37-10-105, the legislature did specifically grant the borrower the cause of action. Under 37-10-105 if a creditor violates a provision of this

chapter, the debtor has a cause of action to recover actual damages and to recover a penalty not to exceed $7500 or if it -- if the Court finds it was -- the agreement was unconscionable or was induced by unconscionable conduct, the Court can refuse to enforce the agreement, rewrite the agreement or or the creditor forfeits finance charge and award attorney fees. Here the legislature has specifically granted a cause of action to the borrower. Now getting into creditors they claim they're not a creditor for purposes of the statute but the statute does include, the statute does include assignees as creditors under the definition of creditor but I believe they're trying to depend on some little phrase in the statute.

THE COURT: Well, yeah. You got that the part of the statute, that's what I was gonna ask you if assignees are covered.

MR. GRIFFIN: Yes, sir. Section 13 I've got highlighted in yellow, Creditor means the person who transferred it or an assignee of a creditor's right to payment but the use of the term does not in and of itself impose on an assignee any obligation of its assignor, obligation is is some future act. This -- the attorney preference violation occurred at closing prior to Deutsche Bank acquirin' the loan, thus there will be no obligation for them to do -- any further obligation on Deutsche Bank's part to comply with that statute. Once the

closin' was done, it was done, it was frozen in time at that moment. Under Black's Law Dictionary, obligation is an undertaking to perform. I mean, assignee obviously can't perform what they were supposed to at closing. I mean, that would render the statute nonsensical.

THE COURT: What about this Section 13?

MR. MUCKENFUSS: The definition of creditor?

THE COURT: Um-hum.

MR. MUCKENFUSS: That -- and we rely on this actually. I mean, if this is consistent with *Rosemond,* the legislature states that being an assignee even though you are a creditor doesn't mean that you're -- you you have the same obligations of the assignor which in this case is MLN. What the legislation is -- legislator is saying -- legislature is saying is simply because you're an assignee of the creditor doesn't mean you step in the shoes of MLN obligation. What what Ms. Booms is tryin' to do is sue Deutsche Bank for the obligation of MLN to provide the attorney preference form at closing and what in *Rosemond* it was the s -- it was the same type of issue, it it involved a consumer credit sale but the same issue came up in front of the circuit court judge which was you had a borrower suing an assignee for something the assignor did wrong and what the circuit court judge said is you can't do that under South Carolina common law. The Court of Appeals reversed saying well that's normally true but in

this specific instance you have the legislature specifically saying that the the borrower can sue the assignee. For the attorney preference statute, there's nothing in the attorney preference chapter that says like it is with the consumer credit sale that says the borrower can sue the assignee. It certainly gives the borrower a cause of action against the creditor but again, if you read the definition of creditor which includes assignee, the legislature said being an assignee doesn't mean you're liable for what the assignor did and if you read that in conjunction with *Rosemond*, *Rosemond* says that's true, that the common law says you can't sue the assignee for what the assignor did wrong unless the legislature has said otherwise and for the Attorney Preference Statute and the other Consumer Protection Act provisions they've alleged in this case, there's absolutely nothing in those chapters which says the borrower can sue the assignee.

MR. GRIFFIN: Your Honor, uh, ---

MR. MUCKENFUSS: And it's it's not a holder in due course analysis and in fact the Court of Appeals in *Rosemond* said that, it's the bor -- the creditors -- the assignee's not the holder in due course, the analysis is under the common law of South Carolina which says you can't sue the assignee for for the misdeeds of the assignor unless the legislature has said otherwise which is exactly what *Rosemond* stands for.

MR. GRIFFIN: Your Honor, *Rosemond* had a different --

it's -- it was a consumer credit sale and there's a different statute involved and, uh, ---

THE COURT: Well the problem is they cite the common law that says an assignee can't be liable and then they go through the exceptions.

MR. GRIFFIN: Well the a -- the legislature states, UCC shall supplement, when applicable, shall supplement this code then you've got the holder in due course rule which would supplement the code. It said the purpose of the South Carolina under Campbell -- *Camp* rather, which was an attorney tryin' to use the attorney preference statute where he sued basically for some type of tortious interference with employment contract, Supreme Court or Court of Appeals said the purpose of the SCC Consumer Protection Code is to protect the consumer intended to point out by the relief of the provision found in Section 37-10-105 which would provide for forfeiture of the loan finance charge to the debtor's benefit. I mean, to allow an assignee to escape the liability provisions of the attorney preference statute would basically render the statute meaningless and under the definitions of creditors it includes an assignee and obligation is something to be formed in the future such as something that maybe they had a obligation to send out certain payment notices, that would be a obligation un -- that would be perceived under the -- that they weren't be -- they'll there -- that they

weren't bound by some obligation, that would be something done in the future, not what -- not a violation that already occurred, especially one on the face of the documents assigned. I mean, that would render the statute just totally meaningless and we had a recent South Carolina case where I attached to my motion the summary judgment where the Court said that the date the, date the attorney preference document the same day as the closing would render the, would render the statute meaningless and also it makes this a nonsensical rel -- result in a nonsensical result.

MR. MUCKENFUSS: Your Honor, I, actually I hope for his clients and any borrower it's actually the opposite. I think Deutsche Bank is responsible for future obligations, not that we're -- Deutsche Bank's not. If Deutsche Bank has a future obligation to send notices to borrowers, they have to do that, it's not it's it's the other way around. We -- the and it makes sense the assignee can't be responsible for something the assignor did, assignee was not there, had nothin' to do with it and that's what the common law says and I -- the borrowers are not completely without argument. If if Deutsche Bank seeks a deficiency claim which they have not, they can seek an offset in that proceeding if it ever gets to that point. If there's a defense in the foreclosure, an equitable defense, they can still assert that if there's some fraud or something like that, they just can't affirmatively sue the

assignee under *Rosemond* for damages relating to what the assignor did and I think, I mean, *Rosemond* is the exact situation and it's consistent with these consumer protection provisions that they sue Deutsche Bank under.

MR. GRIFFIN: Again, Your Honor, *Rosemond* dealt with a different assignee ---

THE COURT: Right.

MR. GRIFFIN: --- provision than in this case here which falls on the general definition. I think the statute definition of creditor were drafted they probly didn't foresee all this transfer of mortgages right just like we've had in the past ten years.

THE COURT: Well that would be surprising. Now what relief are you requesting? You're talking about a future foreclosure, weren't you?

MR. MUCKENFUSS: I'm sorry, Your Honor?

THE COURT: Were you? You're seeking foreclosure this week, right?

MR. MUCKENFUSS: We, Deutsche Bank brought a foreclosure action in this case in Ms. Booms' counterclaim.

THE COURT: So you're saying he can argue it as an offset but not a defense.

MR. MUCKENFUSS: Well I think if and I -- this is -- obviously we don't have the exa -- the exact scenario 'cuz it hasn't happened yet ---

THE COURT: Right.

MR. MUCKENFUSS: --- but if if she does have an offset, some type of argument at a deficiency claim which has not happened yet 'cuz there hasn't been a foreclosure, I would presume the borrower, I'm I'm not saying she has one, Your Honor, ---

THE COURT: Yeah, ---

MR. MUCKENFUSS: --- but I ---

THE COURT: --- I understand.

MR. MUCKENFUSS: --- yeah, but I I think the borrowers reserve their defenses and that's clear from *Rosemond* the borrowers reserve all their defenses they would have in a foreclosure or a deficiency claim but they can't affirmatively sue the assignee, uh, ya know, ---

THE COURT: Well in this situation how do you that? What I'm tryin' to -- this is the first day I've seen this file but if you're foreclosin' and they have affirmative defensive claims, I've gotta do them this week so how do you allow them to bring those ---

MR. MUCKENFUSS: Well ---

THE COURT: You're saying because you're not seeking a deficiency that it doesn't matter?

MR. MUCKENFUSS: Well, I guess and again, I'm not gonna presume they actually have an offset but if we got the foreclosure order, the property sold, the -- Ms. Booms owes

Deutsche Bank $550,000 roughly right now and that's a ballpark, she's in default, if -- assuming the property when sold at foreclosure, ya know, I don't know what the deficiency would be but and and I'm presuming something down the road but assuming a deficien -- a deficiency claim was brought, if she does have some type of defense in the deficiency action she could bring it then but she can't, which is exactly what Rosemond deals with, she can't bring a counterclaim or she can't bring an affirmative claim against the assignee and I I -- Your Honor, I'm I'm not trying to argue necessarily that the attorney preference statute provides an offset, for example, ya know, for statutory penalties but ---

THE COURT: No, I'm just tryin' to think specifically how you handle ---

MR. MUCKENFUSS: Well I think there would -- there'd have to be a foreclosure, there'd be a sale and if there was a deficiency that was pursued by the creditor, Deutsche Bank, then in that proceeding if she had valid defenses or some type of offset argument, she would have to bring it there.

MR. GRIFFIN: Your Honor, my position they could bring a suit any time within the statute a limitations to get Deutsche Bank under the, under the statute.

THE COURT: Well what he's sayin' is you'd have to sue MLN which is bankrupt.

MR. GRIFFIN: MLN's bankrupt and that's one reason for

the holder in due course rule is for somebody that -- especially in TIL claims, you get truth-in-lending claim they oughta be able to assign the assignee whether to face a violation of -- on the face of the document, that go up thirty or forty lenders, it wouldn't matter who who, it wouldn't matter who ended up with it but they could still sue affirmably -- affirmatively within the one-year statute of limitations.

THE COURT: Okay. Well, like I said, this is the first day or the first morning I've seen this file, I'll take it under advisement, I'm gonna read it this afternoon ---

MR. GRIFFIN: Yes.

THE COURT: --- and tonight, doesn't help you much for preparation of tomorrow I'm sorry but I, I mean, I tend to think you're right, I'm just trying to figure out how ya substantively do it but I'll figure out.

MR. GRIFFIN: Also, they have if they're not seeking deficient they -- deficiency, they -- she's got potential imputation of income based on the difference in the property and what it sells for, they're -- they'll 1099 her for the difference under the Federal Debt Cancellation Act.

MR. MUCKENFUSS: And I don't know. I mean, I don't -- a 1099's not relevant here in terms of what would happen at foreclosure but ---

MR. GRIFFIN: 1099's relevant to her damages.

MR. MUCKENFUSS: Well that -- that's just a tax obligation. If if the debtor's relieved from some debt, we have to issue 1099 saying that she doesn't have to pay the debt but I don't -- none of that has happened obviously. I mean, she owes the debt, we haven't relieved her from the debt so, Your Honor, if you want me to I'll go straight into the *in limine* motions.

THE COURT: Yeah, go head.

MR. MUCKENFUSS: Okay the servicing issue, Your Honor, when she was deposed there was some some testimony in her deposition that related to loan modification discussions with my client, Bank of America and Deutsche Bank. It's important in this case for what the claims they brought, all the claims they brought are origination-type claims so in other words, the attorney preference form and the two claims under the other parts of the Consumer Protection Act they've alleged that this is a high cost consumer home loan. In other words, the interest rate and the charges and fees like that exceed the the limits under the Consumer Protection Act and also flipping claim where they claim within 42 months I believe, within 42 months under the the Consumer Protection Act the lender cannot basically refinance or do another loan unless, ya know, it was for the borrower gets something out of it.

THE COURT: Right.

MR. MUCKENFUSS: So those are the claims and they're

origination-based claims. We don't -- we think it would be improper for her to present any testimony relating to servicing kind of discussions with Bank of America or Deutsche Bank which have nothing to do with her claim so for example, ya know, she testified what she did in her deposition that, ya know, there was certain representations about loan modifications, and this is well after of course the closing, all of that would be completely irrelevant to the actual origination claims and only prejudicial in the sense that, ya know, she may try to testify that, ya know, they promised me some loan modification or, ya know, they, ya know, they they said this or that when I was trying to get a loan mod which has nothing -- they've not brought a claim relating to loan modification or to servicing at all so we just want to exclude any evidence relating to those issues at trial.

THE COURT: It'll be hard for me to figure out how you could get that in but I'll be happy to hear your argument.

MR. GRIFFIN: Your Honor, there -- there's been the Wilshire Bank or Bank of America would be the servicer or whoever hold the note and if they told her to quit makin' payments then it's obviously a agency of the question of fact for the jury.

THE COURT: Who told her to quit making payments?

MR. GRIFFIN: One of the -- Wilshire I believe this claim they told her to quit makin' payments, that they could -- her

testimony at deposition was that in order to do a workout you had to be in default so so they told her to go in default and they'd do a workout and never did.

MR. MUCKENFUSS: Again, Your Honor, they've they've not brought a claim and there is no claim relating to that so it would just be completely off the page and the jury would get sidetracked on some loan mods, ya know, allegations when all of her claims relate to when she was on the loan, the terms of the loan, the attorney preference form and that's it. Now if she, ya know, she comes into court and says, Oh, they lied to me in my loan mod discussions, ya know, it's completely, has nothin' to do with this case and it's just simply an attempt. Wilshire was the predecessor servicer to Bank of America, it's not a party in this case, there's no allegations against Wilshire, we think it's irrelevant.

THE COURT: Alright, I grant your motion on that because Wilshire's not a prior party.

MR. MUCKENFUSS: Your Honor, -- may I have a moment, Your Honor?

THE COURT: Sure.

MR. MUCKENFUSS: Your Honor, we have two other motions that relate to the assignee issue we just discussed at length so and that relates to any evidence regarding the misconduct of MLN. There was also a mortgage broker in in Ms. Booms' situation: First Family Mortgage Corporation. Again, they've

made and not to go back into the assignee argument but they've made a lot of allegations against MLN and this mortgage company about how the loan was closed and these two motions *in limine* deal with the fact that Deutsche Bank is the assignee. There's no allegation of agency between MLN and Deutsche Bank or the mortgage broker and Deutsche Bank. In fact, I think it's undis -- I mean, it's simply an argument that the a -- assignee should be held liable for the assignor's misconduct if there was any. There's no agency argument that these entities were actually agents of Deutsche Bank so the -- these two motions *in limine*, again I won't go back into the assignee discussion but those rely on the assignee law that we just discussed.

Finally, Your Honor, I'm sorry, there two remaining motions *in limine*, one relates to another piece of property in Florida. Ms. Booms was foreclosed on by Bank of America for her Florida residence and this was her primary residence until she was foreclosed on and she moved up to her lake house here in South Carolina so she had a Florida property and while she was livin' there she bought this lake house in in Anderson for half a million dollars, she defaulted on her Florida property and Bank of America foreclosed on that and she brought claims against Bank of America for wrongful foreclosure. She's testified in her deposition, ya know, about those issues in Florida. We would ask the Court to exclude any any testimony

or evidence relating to the allegations or the Florida property. Again, we feel that the borrower may try to use that to show the jury that Bank of America is not a party in this case but, ya know, the other property she was in that there was some misconduct relating to her for -- foreclosure. Again, it has nothing to do with the South Carolina claims or the origination claims here and we just wanna be careful that we don't get into sort of a sidetrack issue with her Florida property.

THE COURT: Do you intend to put any of that in about Florida?

MR. GRIFFIN: I don't think it's necessary.

THE COURT: Okay. Alright, I'll grant your motion. I ---

MR. MUCKENFUSS: Thank Your Honor. Finally, Your Honor, and Mr. Griffin alluded to this, they they've tried to bring a claim under the attorney preference statute to declare the entire note unconscionable. There is a provision and they of course this assumes you get through the assignee later ---

THE COURT: Right.

MR. MUCKENFUSS: --- but if you get through that they've asserted two remedies, one is the statutory penalties and actual damages, the other one is they're trying to have the Court declare that the entire loan was unconscionable. This gets a little weird in this -- in the analysis but I'll try to

explain it the best way I can. The attorney preference statute which is at 37-10-102 in following provisions basically has a remedy which states under 37-10-105 (c) if the Court finds as a matter of law that the agreement or transaction is unconscionable pursuant to 37-5-108 and again this is in 37-10-105 (c), so and if the Court find it's unconscionable under 37-5-108, the Court may in an action other than a class action refuse to enforce the agreement and goes along with the remedy. 37-5-108 only applies to consumer loans. The loan that's at issue in this case which is a refinance of her lake property is a non-consumer loan and the way the legislature, it sounds sort of counterintuitive, took me a while to sorta figure this out, the legislature defines a consumer loan as anything other than a first lien mortgage which is, ya know, so I like to refer to it just as a first lien mortgage and not use the term "consumer loan" but 37-5-108 unconscionability only applies to non-first lien loans, mortgages, okay. This statute, the rest of the attorney preference statute applies to a first lien loan which is fine. I mean, you can bring a claim against the creditor for violating attorney preference in a case like this for attorney, ya know, for a first lien loan but that specifically the unconscionability remedy only applies to consumer loans which this is not so in our motion *in limine* we've asked the Court to exclude any and, ya know, this may be is more of a I

don't think unconscionability's gonna be a jury issue, obviously it's for the Court to consider and and I'm just thinking about this right now, may not be an issue for the Court to limit evidence but we would certainly ask the Court to strike the the remedy of unconscionability because it doesn't apply to this loan 'cuz it's not a consumer loan.

MR. GRIFFIN: Your Honor, under 37-3-105 it does state, he is correct that consumer loans, definition of consumer loan does not include a loan secured by a first lien or equivalent security in real estate but when you get to the bottom of the statute, Number 3, Loans excluded from the definition of a "consumer loan" pursuant to subsection (1) also are subject to the provisions of Chapter 10 -- Chapter 7, Chapter 10, Chapter 22, and 23. of this title. Chapter 10 is the unconscionability provision outlined in I believe 105, Chapter 37-10-105, that's how ya get hooked. It's kind of a circu -- circuitous route the legislature has taken in bringin' home -- hou -- personal loans secured by real estate that are for dwellings and habitation of that sort back into the definition of consumer loan and they're still subject to the unconscionability provisions as well as the attorney preference provisions under that statute which he just stated but under Subsection 3 it basically wraps it back in again.

THE COURT: Is that true?

MR. MUCKENFUSS: The the section he read it does state

that. I -- well I think the best way to explain it, Your Honor, the the the preface to 37-10-1 -- it's 37-10-101, this is for the entire attorney preference provision, says except as otherwise provided in other chapters of this title this chapter applies to designated loan transactions other than consumer loan transactions. Now the other chapters of this title obviously when the legis -- when the legislature connected unconscionability with 37-5-108, under 30 -- under that chapter it specifically states that the unconscionability 37-5 those parts of the statute only apply to consumer loans so it is specifically provided by the legislature in 37-5-108 and it's it's in 37-5-103 that says Chapter 37-5 only applies to actions or other proceedings to enforce rights arising from consumer credit sales, consumer leases, consumer loans and consumer rental purchase agreements and it defines unconscionability in that chapter.

THE COURT: And he's sayin' there's a catchall phrase that says that unconscionability in preference applied to first mortgage loans.

MR. GRIFFIN: Yes, 37-3-105 brings it right back in, it's in your material I gave you highlighted in yellow probly the uh, ---

THE COURT: Hold on a minute, let me look at it. I've got it here.

MR. GRIFFIN: --- probly fifth page there. I knew this

was gonna be comin' up. I put it on front. Statute has two pages.

THE COURT: I'm reading 1, Except as otherwise provided in Section 2 unless the loans are made subject as titled by agreement consumer loan does not include a first lien or equivalence of a security interest then 2, loans excluded from the definition of consumer loans shall nevertheless be subject to the following provisions.

MR. GRIFFIN: Then again but on the second page over you got Section 3 which brings it back in. It's at the very top, it ---

THE COURT: Yeah.

MR. GRIFFIN: --- may be cut off by the ---

THE COURT: Loans excluded from the definition of a consumer loan, which this would be excluded from the definition of consumer loan, are subject to the provisions of 7, 10, 22 and 23.

MR. GRIFFIN: I believe one of those had to do with servicers was just enacted on July -- January 10th, that's to basically bring them under the Consumer Protection Code regarding Fair Debt Collection Practices Act where the servicers were once excluded, now they're included. They're poorly drafted but, uh, ---

MR. MUCKENFUSS: Your Honor, ---

MR. GRIFFIN: --- but that would bring 'em back in.

MR. MUCKENFUSS: --- 37-10-105 of course is the remedy.

THE COURT: Well is that in --- right, ---

MR. MUCKENFUSS: Yeah.

THE COURT: --- but is that included in Chapter 7, 10, 22 or 23? I don't actually have the ---

MR. GRIFFIN: You should have that also.

THE COURT: Take me a minute here. Can you tell from yours if it's included in 7, 10, 22 or 23?

MR. GRIFFIN: Just a second here, I'll ---

THE COURT: In fact, while ya'll are lookin' at that let me step back here, I wanna look at somethin'. Richard, come here and answer somethin'.

(Whereupon, the clerk of court complied.)

THE COURT: That -- that's the answer I need whether that's included.

(Whereupon, the judge left the courtroom.)

(Whereupon, the judge returned to the courtroom.)

THE COURT: Okay, sorry about that, I wanted to look up somethin'.

MR. GRIFFIN: Your Honor, if you -- the package I gave you is divided into two sections, one is it's a request to admit then and the other is some case law and some other things on top a that. If you turn to the second stapled set of documents that would be the 37-10-105, it's about midway through the entire ---

THE COURT: Yeah, I found that. Surely this issue's been dealt with by somebody.

MR. GRIFFIN: Not really, not that I know of. Also, under the attorney preference action it seems to limit the penalty provisions just to the initial lender if that's how you're reading it 'cuz at the bottom it states this subsection does not bar a debtor from asserting a violation of this chapter in a, in an action to collect a debt which was brought more than three years from the date it occurred to the violation as a matter of defense by recoupment or setoff, it's a such action we allege our counterclaim as defenses, affirmative defenses.

MR. MUCKENFUSS: Your Honor, I think the the assignee issue obviously I think is clear cut, takes care of it even without getting into this unconscionability issue and I would just note for the Court I know goin' back to that the Deutsche Bank waived deficiency actions against Ms. Booms at the beginning of this -- at the -- when they filed a foreclosure.

THE COURT: So they're permanently waived as far ---

MR. MUCKENFUSS: They are ---

THE COURT: --- as you're concerned.

MR. MUCKENFUSS: --- permanently waived. She has no personal liability for a deficiency and we probly have a $300,000 plus deficiency on this loan based on what I understand the value of the property and that was waived at

the beginning of the case.

MR. GRIFFIN: That's gonna mean there's gonna be a $300,000 1099 issued after the case.

MR. MUCKENFUSS: She can't ha -- I mean, one way -- I don't know if she'd rather be pursued for a $300,000 deficiency or face the IRS for taxes on it.

MR. GRIFFIN: I think a deficiency would be preferable to that.

MR. MUCKENFUSS: He may wanna consult his client about that before ---

THE COURT: Well, what I'm gonna do is read through. This is one of those cases I mean, I I hadn't even seen the complaint till this mornin'.

MR. GRIFFIN: Your Honor, I've got another case on the ---

THE COURT: Yeah, anything you've got you want me to read you better give it to me.

MR. GRIFFIN: It's a New York case on basically where the the holder in due course issue where the UCC applied under a mortgage case.

THE COURT: Yeah, I just don't know if the statute's the same, that's the problem.

MR. MUCKENFUSS: Your Honor, we briefed this in our trial brief in which we've I think provided the Court ---

THE COURT: Okay.

MR. MUCKENFUSS: --- earlier just for reference.

THE COURT: Well, what I'll do is I'll take this and read it this afternoon and tonight. Since we're not startin' till tomorrow, I'll -- ya'll be here a little earlier, if you will, to deal with it, that's the only way I know to do it.

MR. GRIFFIN: Yes.

THE COURT: Just been caught flatfooted with it.

MR. GRIFFIN: This is a complex issue.

THE COURT: Well, ya know, that statute that basically the catchall portion of that statute that allows 7, 10, 22 and 25 to apply it excludes this type loan in the first paragraph and then includes it for the purposes of attorney preference and unconscionability. The problem is they're not seeking a deficiency so I don't know from a defensive assertion standpoint, I don't know if you can assert if there's nothin' to assert. If they're goin' after a deficiency, ---

MR. GRIFFIN: Still have damages to assert and we still got damages if their damages exceed whatever their claim is.

THE COURT: Well I assume their damages are gonna be the amount of the loan.

MR. GRIFFIN: So if they wanna wipe the loan free and they wanna go ahead and wipe it out, take a chance with the IRS, they're gonna deed the property over.

MR. MUCKENFUSS: Well, I mean, my client ---

THE COURT: Ya'll offerin' to deed it back to 'em in lieu

of foreclosure?

MR. GRIFFIN: No.

THE COURT: Ya'll talk about any ---

MR. MUCKENFUSS: Well that -- that's what -- my client wants the property, I mean, that's the sole, that's what my client wants to do. I mean, there's no other -- there's no deficiency and none of their counterclaims or defenses would -- will will preclude my client from ultimately getting that property.

THE COURT: Yeah, that's the problem.

MR. GRIFFIN: There's a Wachovia case that basically says if, uh, had to deal with Wachovia, basically Wachovia was closing loans without the benefit of counsel and, uh, ---

MR. MUCKENFUSS: Your Honor, that Wachovia case which I've dealt with a lot in other cases, that's a completely different claim. I mean, that's that's a bank practicing law, that claim has not been asserted in this case and ---

MR. GRIFFIN: This is consistent with South Carolina precedent, No person will be permitted to inquire right of action for no unlawful act. I think they're somewhat -- I think they're somewhat interrelated even though it might not be on point. I believe that the Court get into the facts it sees, it'll see what happened here and I believe ---

THE COURT: Well let's let's just play it out. Let's say that, let's say I don't preclude any of your defenses

including unconscionability or attorney preference and the jury finds for the plaintiff, they've waived deficiency so absent the tax issue, which is I don't know if anybody can do anything about it since they waive deficiency, they'll foreclose ---

MR. GRIFFIN: Still a be a defense to the note that the action on the note whether or not the ---

MR. MUCKENFUSS: There -- there's no action on the note. I mean, this is ---

MR. GRIFFIN: We brought an action on the note. We brought a counterclaim to those defenses to the action on the note for fore -- foreclosure.

THE COURT: Which he's saying you can't assert except defensive which is I would assume if you're doing a recoupment or setoff that would only work if you had a deficiency claim.

MR. GRIFFIN: Well it would also affect the underlying obligation on the note.

THE COURT: Well let's say they found that -- well okay, maybe the attorney preference 'cuz that's got a liquidated damages time type thing. I mean, I think when they waived deficiency that was a in in a weird sorta way a smart thing for them to do and a win for you. I mean, ya know, you're basically you can say to your client, Hey look, 'cuz I've never -- I haven't seen anybody waive deficiency. Of course I don't do foreclosures, that's all I've heard.

MR. GRIFFIN: Usually, there's some type of insurance behind that reason and they've got some kinda coverage.

MR. MUCKENFUSS: And the other reason not to get in, ya know, this is back in '07, if the property appraised at a certain level that was satisfactory to the bank, it helps speed up the actual foreclosure not to seek the deficiency so it's an easier way for the bank to go ahead and get the property, ya know, sell it, try to recoup its loss. I -- to be quite honest with Your Honor not to get into this, ya know, we, if we could get the property back, I mean, which is ultimately what's gonna happen, I don't know of any equitable defense that's gonna stop Deutsche Bank from actually getting this property. They they can't keep the property and then waive and then the debts gone. I mean, I understand and they don't have personal liability. I mean, either the bank gets property back and they walk, I mean, I don't know of any other scenario. They can't keep the property and have no debt, I mean, that's obviously a massive windfall to the borrowers and, ya know, ---

THE COURT: I mean, as a practical matter what's -- what is likely to happen is the bank gets the property and there's no deficiency. The issue then is what do ya do with these affirmative defenses that he can only claim defense ---

MR. GRIFFIN: We've alleged unclean hands. If unclean hands has attributed to the assignee then under that Wachovia

case I believe they lost their security but the note was still out there.

THE COURT: But let's say if you win that then you can't keep the house and have another debt, it would just be ---

MR. GRIFFIN: They and have the debt but the, but the mortgage could be gone. I mean, the note still be floatin' around out there, they could sue a -- turn around and sue if the jury found for them on the note but then there was no underlying security as to what could be enforced they couldn't foreclose. I believe that's what that Wachovia case stands for.

MR. MUCKENFUSS: The jury, I mean, that's -- the equitable issue of the lien the jury will never be able to decide that. They can decide damages obviously for legal issues but the the lien will never go away and that the best case scenario for them they walk away with which they will anyway 'cuz there's no deficiency claim ---

THE COURT: I guess is what I'm sayin' ---

MR. MUCKENFUSS: Yeah.

THE COURT: --- it seems like the best case scenario for ya'll assumin' again -- well the best case scenario would you knock $7500 off the mort -- the note and let's say you won on the other thing, it still ain't gonna matter, they're still gonna get the house, they don't care about the deficiency so as long as your defensive counterclaim is one dollar less than

their mortgage, they still get the house with no no deficiency unless I'm ---

MR. GRIFFIN: Well, Your Your Honor, could have rewrite the note and mortgage under the 37-10-105 or they could ---

THE COURT: Well ---

MR. GRIFFIN: --- you could order prepayment ---

THE COURT: --- let's say I did that. Let's say that I decided that it was unconscionable and I was gonna rewrite it. It would be hard for me to rewrite it for less than what the house is appraised at which means their gonna get the house anyway.

MR. GRIFFIN: Well I mean, if you rewrote the note and mortgage, allowed 'em to pay them back, ---

MR. MUCKENFUSS: If they ---

THE COURT: The statute allows the, that the defendant -- the plaintiff forfeit finance charge and they only pay back in principle what's owed.

MR. MUCKENFUSS: I think they made two payments if that ---

MR. GRIFFIN: So under that ---

MR. MUCKENFUSS: --- on this loan.

MR. GRIFFIN: --- are they in default if there's no ---

MR. MUCKENFUSS: They ---

MR. GRIFFIN: --- are they in default at that point if there's -- if it's found that the finance charge is forfeited?

What part was the finance charge that they missed a payment on and what part was principle?

MR. MUCKENFUSS: I mean, ---

THE COURT: They still get the house.

MR. MUCKENFUSS: Yeah, I mean, they made ---

THE COURT: I mean, if you win on all that they still get the house.

MR. MUCKENFUSS: Okay, so ---

THE COURT: See, I think this would be a much diff -- different case if they were goin' for deficiency. I mean, I think then then I could see making these claims and offsetting against deficiency quite frankly, and I'm just talking out loud, quite frankly if I was a defense lawyer in this and I I would want them, I'd want to cut into the deficiency as much as possible 'cuz I can't see any way that they keep the house and what you've done is you've basically forced them to give up their deficiency which would be kind of what I'd be I assume when you first got the case was probly what you thought to yourself, Oh, geez, they haven't made payments on the house, it's gonna go back, they can't afford it, I just gotta keep these people from gettin' a $300,000 judgment against them.

MR. GRIFFIN: Well they were wanting to keep the house when they first got into it, that's what we've been tryin' to do and, uh, ---

THE COURT: But now the income stuff now does she have income?

MR. GRIFFIN: They've got some as far as rentals go.

THE COURT: Enough to pay like a reformed note?

MR. GRIFFIN: Yes, sir.

THE COURT: Of 500 grand?

MR. GRIFFIN: I think it's $3,000 a month is what they were tryin' to work out. I think they had enough income to show that to pay that.

MR. MUCKENFUSS: They, I mean, they're in arrears a lotta money. Obviously, they'd have to come current. I don't think she has a job. They're talkin' about rental income, what was their mortgage payment at the time? I mean, it was ---

MR. GRIFFIN: About 5,000 right now but with I think during settlement negotiations it was knocked down around 3 or somethin' like that.

MR. MUCKENFUSS: Yes, it was.

THE COURT: What was the original monthly payment?

MR. MUCKENFUSS: It was about $5,000 a month. I mean, and you're talk -- I mean, I do a lotta these cases, see a lotta home loans, that's that's a big mortgage, she has no job. She has rental income. It's -- the loan mod's not gonna happen. I mean, she's been in default for four years. Ya know, I think it's a -- I think with all the things that I've seen with these kinda cases it's a great result with this

amounta mortgage for them just to give us the property back and walk away and I've seen situations where borrowers have managed the IRS, you can go argue to the IRS that the value of the property's actually much less than what it was sold for and you can get to a situation with the IRS where your tax liability is virtually nothing, there's ways to deal with that. I'm amazed in this -- I've never been this far in a case like this where there's no deficiency claim, that's usually the biggest problem a borrower's got.

MR. GRIFFIN: They wanna keep the house, I mean, that's -- otherwise we could cut bait a long time ago.

THE COURT: But they can't modify a loan.

MR. GRIFFIN: They were -- they refused to modify without havin' the do -- without required documentation. We provided what we had. We're gonna hopefully come up with some tomorrow.

THE COURT: So you're getting your accountant tomorrow to come up with the information they need even though they say they can't modify it so...Some lawyer in Florida sent me an e-mail that there is a package somewhere. I -- it ---

MR. GRIFFIN: It's what they're hopin' to do, they wanna keep the house.

THE COURT: And that's a part of some type of global settlement with the property in Florida ---

MR. GRIFFIN: Yeah, there's ---

THE COURT: --- or whatever.

MR. GRIFFIN: --- here's an action in Florida for some kind of debt collection act or somethin' that somebody broke in or somethin'.

MR. MUCKENFUSS: Your Honor, my client just doesn't wanna --- they've spent a lotta time. We, ya know, we in 2009 we gave 'em a loan mod packet, it's not gonna happen. I mean, it'd be great if it could. My client has every interest to try to do a loan mod, right, because it's gonna lose money and even if he gets the property, has to sell it and ---

MR. GRIFFIN: Well I was sick for a long time that probly may have been one reason for some of the delays. I was cut outta 1:00:39.9 (3) pocket for a year.

THE COURT: Well, I mean, all I can do with a loan modification is it is what it is. If ya'll get the information and they turn it down, I mean, I ---

MR. MUCKENFUSS: I mean, we'll we'll look at whenever -- whatever they send us we're gonna look at and we're gonna try to make a decision quick. Mr. Ruano does loan mods all the time and he's the expert and he o -- he can tell you very quickly that what we have right now nothin's gonna happen.

THE COURT: Okay. Well let's do this: Let's -- ya'll be here early tomorrow. I guess I sorta hate that he said it first because I don't wanna appear to be agreeing with him, it just looks like to me you already won but I'm -- I understand

your position. I'll read through this tonight, ya'll come a little earlier, whenever you get out tomorrow. I mean, I don't wanna hurry ya 'cuz I know that's important ---

MR. GRIFFIN: I'll come as soon as they let me go if I'm not glowin' in the dark.

THE COURT: Well if you're glowin' in the dark stay outta here. I've seen ya glow in the dark.

(Laughter.)

THE COURT: We'll we'll get here tomorrow and, ya know, get started and I assume the loan modification process can go on while we're doing this. We won't be able to finish tomorrow anyway because my law clerk who'd been sworn in today has got the computer with the charges on it so I can't even start workin' on it so we're gonna be here till Wednesday anyway so there's a built in buffer.

MR. GRIFFIN: The computer's still down?

THE COURT: The computers are up but she took hers with her. I guess she was afraid they wouldn't swear her in, she was gonna take off to Florida with it but...Alright, I'll read through all this and get a little, ya know, if ya got anything else you wanna e-mail me, e-mail me and we'll go from there and ya'll keep talkin'.

MR. MUCKENFUSS: Thank Your Honor.

MR. GRIFFIN: Thank you.

(Proceedings November 15, 2011)

THE COURT: Okay, just for the record, my understanding is that ya'll have had settlement negotiations all mornin' and that there was a settlement offer one point $20,000 allowing the defendants to stay in the house till January, no deficiency, no more payments and that's that's basically the settlement, right?

MR. GRIFFIN: Yes, Your Honor.

THE COURT: That would have required you to settle -- required them to give up their action in Florida.

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: Alright. Mr. Griffin, your clients don't wanna accept that offer, is that correct?

MR. GRIFFIN: Your Honor, I believe they're not willing to give up their action in Florida at this time and the terms of the settlement agreement would require a release on both this case and the Florida case.

THE COURT: Alright, but they understand that if the plaintiff wins today I'm gonna go through with the foreclosure and as far as South Carolina and I don't have any control over the Florida case but as far as South Carolina goes, if the plaintiff wins, they'll leave the courtroom with an order of foreclosure. They know that?

MR. GRIFFIN: Yes, sir, I've discussed it with 'em.

THE COURT: Okay. I'll send a letter to summary court to take care of that.

MR. GRIFFIN: Yes.

THE COURT: Okay. We'll -- ya'll will proceed on your counterclaim first I guess and then we'll hear motions on it. One thing after reading through this last night I want the record to be clear so...

MR. MUCKENFUSS: Yes.

THE COURT: Alright, you can bring 'em in.

THE BAILIFF: Alright, sir.

(The following takes place in the presence of the jury.)

THE COURT: Alright, ladies and gentlemen, the first thing I'm gonna do is swear you in then I'm gonna give ya a short outline of how the case is gonna proceed so let me swear ya in quickly.

(Whereupon, the jury was sworn.)

THE COURT: Ladies and gentlemen, one of the things that I tell every jury as I go through this first opening introduction of a trial I have a a little shtick where I tell 'em if you get mad at anybody in the courtroom because you're sittin' back there too long, get mad at me 'cuz my, one a my duties in the courtroom is to manage the trial and how long you sit back there. I've never had to start a trial out by apologizin' for having you sit back there for an hour and fifteen minutes but I apologize. I I can only tell ya at this point that everybody else was workin' while you sat back there. If if I could have let you go for an hour, I would've

but I couldn't once ya'll got here so I apologize for that and as I'll say in a few minutes if ya wanna get mad at anybody, don't get mad at the lawyers or the parties, get mad at me because I do have the duty of managing the time.

Now, ladies and gentlemen, I've been a judge for ten years and one of the things that started to concern me a little bit in the last couple years is the influence of television on juries. I don't watch legal shows, my mother loves 'em and she watches 'em religiously, and what I've noticed with juries is that juries get frustrated because television sort of gives them the belief that we'll finish this in an hour with twenty-two minutes wortha commercials and it's gonna be very exciting and you're gonna be enthralled all the time, that's not gonna happen. What we're here to do today and what we're here to do yesterday is we selected you to search for the truth and that's what the whole point of this is. You're to search for the truth and it's a very deliberate search. As you've seen today, it is sometimes very slow and frustrating but please as you sit and if you become bored or if you think your mind starts to wander, please do the best ya can to listen to the witnesses that are testifying and to the lawyers and to me of course and understand that we're all here to try to find out the truth.

Now while we're here this week, you and I have very different roles and our roles will never cross. You're the

judge of the facts; you have to listen to the testimony from the witness stand, you'll have to review any documents that might be introduced and you have to determine what the facts are. As a part of that process, you have to determine the credibility of witnesses; you have to listen to the witnesses and determine whether or not they're credible. Credibility under the law in South Carolina simply means believability. You have to determine whether or not you believe 'em. I'll tell ya now and I'll tell ya at the end of the case that you can believe everything a witness says from the courtroom or from the witness stand, you can believe nothing that they say; you can believe a portion of what they tell ya and disregard the remainder but you have to through your own personal observations determine whether or not the witnesses are credible and you take that information, you review the exhibits that are introduced, and there'll be a lot of exhibits in this case, and you come up with what you think the facts are. I will during the course of the trial be working with my law clerk to put together the final jury charge. At the end of this case, I'll charge you on the law and I can tell ya right now that what I'll do is literally read to you twenty or thirty pages of what I determine the law is, what law pertains to these facts. You'll take that law as I give it to ya, you'll apply it to the facts as you determine them to be from listening to the witnesses and reviewing the

exhibits and that's how you come up with your verdict. If at any point during the course of the trial I give you the impression that I believe a witness or that I don't believe a witness, disregard it. My opinion about whether or not a witness is tellin' the truth should mean nothing to ya. If I raise my voice to the lawyers, if I turn red, if I give ya any impression that I have an opinion about a fact, disregard it. You are the only twelve people and alternate who can determine what the facts are in this case. Likewise, when I give you the law at the end of the case, you have to take that as the law in this state and so I will defer to you on the facts, you defer to me on the law and that's how we reach our verdict.

In just a few minutes the lawyers are gonna give you their opening statements. I need to tell you that this case is somewhat complex and it's gonna be a case that if I could let you take notes I would let you take notes but I can't let you take notes so you're obviously gonna have to listen. In a few minutes the lawyers are gonna give you their opening statements. The opening statements are not evidence and shouldn't be considered evidence by you, they're just merely an opportunity for the lawyers to tell ya about their case, give ya a little bitta history and introduce themselves. After the opening statements we'll begin takin' testimony. I suspect that the testimony will take the rest of the day, at the very least maybe in tomorrow morning then after the

testimony the lawyers will give you their closing statements which again aren't evidence but it is an opportunity for them to argue their point to ya then I'll charge you on the law and then we'll send you back and let you begin your deliberations, that's the process that we go through. I will tell you that during the course of the trial when a lawyer objects I'm gonna send ya outta the courtroom. I will do my best to get you back in the courtroom as quickly as possible. It is very likely and almost a certainty that the lawyer's gonna object, I'm gonna send ya outta the courtroom, you're gonna sit back there for fifteen minutes while we argue the issue, I'm gonna bring you back in the courtroom and they'll be another objection. We're not trying to necessarily get you exercise but I have to send you outta the courtroom any time there's an objection. One of the other things I've noticed in the last ten years is that juries sometimes get frustrated with lawyers that make objections, that's their job, that's what they're supposed to do and this is the point in my spiel that I tell ya if you sit back there too long and get frustrated, don't get mad at the lawyer that made the objection, get mad at me because I'm the one that's having to hear the objection. At the end of this trial when it's all over with, I'll come back there and talk to ya off the record, just you thirteen people and me and you can vent on me and tell me how crummy I am, do whatever you wanna do, but don't get frustrated at the lawyers

because it is their job to object. There probably won't be any publicity but as I said yesterday please don't read anything in the paper, watch anything on television or listen to anything on the radio as it pertains to this case. When you're in the jury room during objections or for any other purpose, you should never discuss this case. You you should never talk about this case until you've heard the opening statements, you've heard all the evidence, you've heard the closing statement, I charge you on the law and then at that point I'll actually deliver all the exhibits to ya and at that point you can begin your deliberations but until then you shouldn't even talk about the case or witnesses or anything, should be the last thing you talk about. As I also told ya yesterday but I need to reiterate, please don't do any independent research on this case. I think you'll quickly are gonna see that you will know a whole lot more about this than anybody out there in the world and again, this is a document-heavy case, it is gonna be complex and nobody out there in the world is gonna know anything about it so please don't do any independent research.

Last thing I wanna tell you is that each party has made claims against the other, each party has the burden of proving their case by a preponderance of the evidence. I'll tell you what the preponderance is at the end of this case but listen to the witnesses, listen as they testify, watch the way they

testify because one of the main things you gotta do is determine whether or not they're credible or tellin' the truth.

Now again the first thing we're gonna do is opening statements, the lawyers will do that, please remember that this this is not evidence, it's just a chance for the lawyers to tell you a little bit about their case.

Madam forelady, if you are in the jury room and have a problem or an issue, the way you communicate with me is write it out on a pad back there, whatever the issue, problem, question is sign your name and put the time, knock on the door and they'll bring it to me. We'll take a break every hour to hour and a half, probly push it a little bit because of a late start but if any of ya need a break at any time, no questions asked, just raise your hand, get my attention and we'll take a break for whatever reason, I'm not concerned about that. And, madam forelady, you'll have some extra duties at the end of this trial but I'll explain that at the end of the trial. Alright. Ya'll ready?

MR. MUCKENFUSS: Yes, Your Honor.

MR. GRIFFIN: Yes. Please the Court. My name's Charles Griffin, I'm attorney here in Anderson. This case is about a a mortgage on a house out here off 187 off Westwind Way on the lake. My client's originally from Florida, Rhonda Booms. She purchased this house while she was living in Florida but and

moved up here and with the intention that it be her primary residence. Initially, she secured a modest mortgage from WMC Mortgage, that was on March 1st 2006 and on about October 25th 2006 had refinanced with Mortgage Lenders Network. I believe Mortgage Lenders Network is no longer in business and this house was for her, basically her principal residence, it was family or personal household purposes. The loan amount was approximately five hundred and sixty thousand dollars and five -- I mean, five hundred sixty five hundred thousand dollars and at that time back in five, six, seven years ago there was -- that's when mortgage brokers were in business and this loan was brokered. Mortgage Brokers Network used mortgage brokers and basically they found the the deal with the mortgage broker and they find the loan and then everything be set up and the closin' would occur and normal most closin's occur in South Carolina but this one occurred in Florida and for some reason the closing' attorney wasn't present.
Ms. Booms didn't have the opportunity to view the documents with an attorney and she signed all of 'em and also in South Carolina we have what's called an "Attorney Preference Statute" which basically states the lender is required to ascertain the borrower's preference of a closing attorney and it's supposed to be done prior to closing and this was not done at -- by Mortgage Lenders Network until closing so that's one of our causes of action that they violated, that Mortgage

Lenders violated this statute and subsequent to all that occurring the loan was assigned to Deutsche Bank and apparently a lot of mortgages that Deutsche -- I mean that Mortgage Lenders Network had originated went into some kind of a trust and then Deutsche Bank National Trust Company they were the trustee for all these mortgages and at some point and they declared Ms. Booms to be in default, we filed an answer and counterclaim. Also, we're claimin' this loan's unconscionable because it's -- that basically there was no attorney present and also that this loan required a balloon payment of like 300 and somethin' thousand dollars and and this refinance really she received no benefit out of it and without an attorney being present she really didn't understand the consequence of what had occurred and thereafter she was unable to refinance again and the holder of the note at that time, Deutsche Bank, foreclosed on it and then we brought this action and South Carolina we have what's called a "Consumer Protection Code" and it applies to first mortgages and second mortgages on real estate and things of that nature and there's certain requirements such as the attorney preference statute and also it applies to insurance agents who who you wanna have handle your insurance as well as your closing attorney but in this case there was actually no attorney present and we're claimin' that Mortgage Lenders Network violated the Consumer, South Carolina Consumer Protection Code and and when Deutsche

Bank bought that loan, they bought whatever problems that Mortgage Lenders Network had created and therefore they are liable and that's pretty much what this case is about, there's gonna be a fairly documented, intensive case, may have two closing wortha documents that attorneys gonna be going through so we appreciate your attention in this matter. Thank you.

MR. MUCKENFUSS: May it please ---

THE COURT: Yes.

MR. MUCKENFUSS: --- the Court. Good afternoon. The plaintiff in this case is Deutsche Bank. Deutsche Bank as you heard from Mr. Griffin in his opening statement was not the original lender for Ms. Booms. What happened in this case is Ms. Booms and her husband lived in Florida, they lived in Tampa Florida, they owned a home in Tampa Florida. In 2006 they bought a second home here on the lake in Anderson. They bought that home for over a half million dollars. They financed that the purchase of of this lake house with another lender and shortly after buying that house and financing it they decided they wanted to refinance their home and in the process of doin' that in buying this home in Anderson and in refinancing, Ms. Booms used a mortgage broker, the name of that broker was First Family Mortgage Corporation. It's undisputed in this case that the mortgage broker worked for Ms. Booms, the mortgage broker advised her about the properties, about the value of the properties, they advised

her about the location of where she wanted to buy the lake house and she decided to buy the lake house. The original lender in the case financed it and in the process of refinancing it she refinanced it with a a lending comp -- company called Mortgage Lending Network. Mortgage Lending Network is not a party of this -- to this case. Deutsche Bank had nothing to do with the original loan in the case or with the refinance. What happened was after Ms. Booms refinanced the property in 2006 after that happened, which happens frequently, the loan was assigned to Deutsche Bank so Deutsche Bank currently is the owner of the note so, ya know, it happens in the mortgage industry, there's an original lender, sometimes the more ju -- then the mortgages get sold which is what happened in this case, that is one of our defenses in this case is that Ms. Booms cannot sue Deutsche Bank because it was not the original lender, the the things that she complains of, the things that Mr. Griffin mentioned in his opening statement all had to do with Mortgage Lending Network or with her broker. She has issues with her broker, with Mortgage Lending Network but she has not sued those parties and they're not a party to this case.

Now in terms of Deutsche Bank foreclosing on Ms. Booms, when Ms. Booms bought her property and refinanced with Mortgage Lending Network, she made a total of two payments, she made two mortgage payments of roughly $5,000, that was her

mortgage payment, $5,000 a month. She has been in default since 2007. She currently lives in this lake house. She has not made a payment on the lake house since 2007.

Now one of the critical issues in the case and the judge will instruct you on the law is she has made claims, as Mr. Griffin has commented on, under the Consumer Protection Act in South Carolina. Now under the Consumer Protection Act if, for two of her claims which the judge will instruct you on, if the property that is being financed is the borrower's second home then the borrower cannot bring a claim under the Consumer Protection Act for those claims. The evidence will show clearly that when Ms. Booms bought her home at the lake house this was her second home, all the documents she she signed, everything will show that when she bought it in 2006 and refinanced it in 2006 she was a resident of Florida. In fact, evidence will show that she never even saw the lake house, she never even came up here to look at it before she bought it and it was clearly a vacation home for her family, it was her second home and if that fact is established, if you establish that fact as the jury, she cannot bring a claim under the Consumer Protection Act for two of the claims that she's asserting. Those two claims of she's brought a claim under the high cost consumer home loan provision of the Consumer Protection Act and the flood thing, it's not important we get into the details of that right now. The most

important part of that is the fact that it was her second home.

Now the the last claim that she's brought is under the Attorney Preference Statute or part of the Consumer Protection Act. She has claimed that Mortgage Lending Network, again not Deutsche Bank but Mortgage Lending Network did not give her notice that she had the right to choose her lawyer before closing. Now again, our defense is which is an important one in this case, this is not Deutsche Bank, it was Mortgage Lending Network which she has not chosen to sue. She cannot sue Deutsche Bank under that claim but even getting beyond that the evidence will show that she was notified of her right to choose a lawyer in a closing when she refinanced her lake property and in fact, at closing she signed a a sheet that she acknowledged that she had received the attorney preference notice and that she understood that she had been given a lista lawyers that she could choose from and in fact there was a lawyer who handled the closing for the refinance of her lake house. The lawyer was in South Carolina, Ms. Booms lived in Florida, he handled the closing by fax and phone and that sorta thing which is perfectly fine. So at the end of this case those are the critical facts that you will have to consider to determine whether Ms. Booms has proved her case. As the judge had suggested, the plaintiff has to prove her case by a preponderance of the evidence; we feel at the end of

the case that Ms. Booms will not be able to prove her case on those claims and that we would ask that you enter a judgment for Deutsche Bank. Thank you.

THE COURT: Alright, you can call your first witness.

MR. GRIFFIN: Call Rhonda Boom [sic].

(Whereupon, the defendant came forward.)

THE CLERK: Raise your right hand please, ma'am.

RHONDA BOOMS, having been first duly sworn, testified as follows:

THE CLERK: If you would take a seat and spell your last name for the reporter, please.

THE DEFENDANT: Rhonda Booms, B-O-O-M-S.

DIRECT EXAMINATION BY MR. GRIFFIN:

Q. Alright, Ms. Boom [sic], where do you reside?

A. 5044 Westwind Way, Anderson, South Carolina.

Q. Okay, how long have you been livin' there?

A. Five years.

Q. Alright. Where'd ya live before that?

A. Ponce Inlet, Florida.

Q. Where?

A. Ponce Inlet, Florida, Daytona Beach.

Q. Okay. And what town is that near?

A. Daytona.

Q. Okay. And and you're a permanent resident of South Carolina?

A. Yes, sir.
Q. Yes, sir, and you gotta yes or no.
A. Yes.
Q. Okay. And you have a dri -- South Carolina driver's license?
A. Yes.
Q. Okay. And when did you decide to move to South Carolina?
A. Five years ago.
Q. Okay, why'd ya wanna come here?
A. The weather.
Q. Okay. You have a lotta problem with hurricanes, things like that in Florida?
A. Yes.
Q. Okay. And do you recall purchasing the house on or about March 1st 2006?
A. Yes.
Q. Okay. And what kind of a note did you have then? Was it a variable or a fixed rate or what?
A. Adjustable.
Q. Adjustable rate?
A. (No audible response.)
Q. Did you like that loan?
A. No.
Q. Okay, you want a different one?

A. Yes.
Q. Okay. And did you refinance on or about October 25th 2006?
A. Yes.
Q. Okay, where'd this refinance occur?
A. At 37 Tina Maria, Ponce Inlet, Florida.
Q. Okay. That's your house then?
A. Yes.
Q. Alright. You didn't, you didn't go to any lawyer's office?
A. No.
Q. Alright. And that note was for around five -- five hundred and sixty thousand to five hundred thousand -- excuse me, five hundred sixty five hundred dollars?
A. Yes.
Q. Okay. And did you get outta the adjustable rate?
A. No.
Q. You went right back in the same thing?
A. Correct, yes.
Q. Okay. And was an attorney present at that loan closing to explain the documents to ya?
A. No.
Q. Okay. And did ya have a mortgage broker at the time?
A. Yes.
Q. Okay. Did you understand what a mortgage broker did?

A. Yes.
Q. Okay. And what were the payments on this last refinance?
A. Around about $4,600.
Q. Four thousand what?
A. Six hundred.
Q. Forty-six hundred dollars?
A. Yes.
Q. Okay. And how long were ya supposed to make those payments?
A. I'm not sure, 30 years.
Q. Okay. Did ya have a balloon note?
A. Yes.
Q. Okay. How much was the balloon?
A. I don't know for sure.
Q. Okay. Did you realize -- when you signed the document, did you realize you had a balloon note?
A. On the first mortgage or the second one?
Q. Second one.
A. No.
Q. Okay. Alright, when you refinanced in October of 2006, when was the first time you saw any documents for the closing?
A. The day of closing.
Q. Alright. I'm gonna show you document here which I

believe is already marked. This is gonna be hard to read but can you identify is this (indicating) your signature?

A. Yes, it is.

Q. Okay. And that dated -- tha -- who dated that document? Did you date it?

A. Yes.

Q. Oh, what's that date?

A. 10/25/06.

Q. Okay, is that the attorney preference?

A. I. I don't know.

Q. Can you read it?

A. I don't know.

Q. Can you read it?

A. No.

Q. Do you need glasses?

A. Yes.

Q. Okay. Give you mine.

A. No, look and see.

Q. Do you have any glasses?

A. No.

(Whereupon, a discussion was held off the record.)

Q. Can you read that (indicating)?

A. Yes.

Q. Mind if I publish to her? She can't read without her glasses.

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THE COURT: Any objection?

MR. MUCKENFUSS: I'm sorry?

THE COURT: He wants to publish ---

MR. GRIFFIN: She can't read it without her glasses. Can I read it to her?

MR. MUCKENFUSS: That's fine.

BY MR. GRIFFIN:

Q. Alright, Number 1, We have been informed by the lender mortgagor that we have a right to select legal counsel to represent me, us, in all matters of this transaction relating to the closing of the loan, okay, and you sign Rhonda Booms, correct?

A. Yes.

MR. GRIFFIN: Your Honor, I'd move to introduce this one into evidence.

THE COURT: Any objection?

MR. GRIFFIN: No objection.

THE COURT: Alright, without objection.

(Attorney preference marked Defendant's Exhibit No. 2 and admitted into evidence.)

BY MR. GRIFFIN:

Q. Do you know who actually closed this loan?

A. No.

Q. Did you ever talk to him?

A. No.

Q. Okay. Well how -- did he communicate with anybody at the closing?
A. Did I?
Q. Did the lawyer communicate to anyone?
A. What lawyer?
Q. The one that supposedly handled the closing that was on the phone?
A. No.
Q. Alright. Did you ever talk with a lawyer there that was on -- that -- during the closing at any period?
A. His phone was cutting in and out, it -- his calls kept getting dropped, it was difficult. The notary public talked to him a few times.
Q. Who did?
A. The notary.
Q. Okay. Who all was present the day you closed the loan at your house in Florida?
A. Myself, Robert Asher, my husband, and the notary.
Q. Notary? What was the notary's name?
A. I do not know.
Q. Did you know him before that date?
A. No.
Q. Alright. Well how did the documents get to your house?
A. The notary walked in with them.
Q. Okay. Did anybody go over the documents with you?

A. No.
Q. Alright. I'm gonna show you another document. That your signature there (indicating) at the bottom?
A. Yes, it is.
Q. Okay. Is it also dated 10/25/06?
A. Yes.
Q. Okay. I'm gonna read you it states as Truth-in-Lending Disclosure Statement, annual percentage rate 11.454, 24 payments $4,518.67 and a balloon payment of -- I'm sorry, 335 payments of seems like $8,551 ---
THE COURT: Yeah, hold on for a second. Ya'll ya'll come around here a minute.
(Whereupon, a sidebar conference was held off the record.)
THE COURT: I need to send ya out for about five or ten minutes. Please don't discuss this case. I'll bring you back in in a few minutes. Do we have any smokers that are goin' crazy? Okay, we'll -- this is a good time 'cuz it may take us ten minutes, somebody will accompany you outside let you smoke.
JURY FORELADY: Okay.
THE COURT: The rest of ya if you wanna start smokin' you can do that too.
(Laughter.)
(The following takes place outside the presence of the

jury.)

THE COURT: Okay. Ma'am, do you have any glasses in your car?

THE DEFENDANT: It's not from that, sir. I do wear glasses; however, I'm diabetic and when my blood sugars go high you get blurry vision ---

THE COURT: Okay.

THE DEFENDANT: --- and my blood sugars are running high today.

THE COURT: Is there anything you can do? The problem is I can't let your lawyer read these documents to you, you have to identify 'em yourself and I'm not sure how to handle that. Is there anything you can do to bring ---

THE DEFENDANT: There's nothin' ---

THE COURT: --- your sugar down?

THE DEFENDANT: I've taken insulin, there's nothing I can do.

THE COURT: Okay, you can step down, ma'am, 'cuz it -- I'm gonna give them a minute.

(Whereupon, the witness left the stand.)

THE COURT: Well we gotta figure out somethin' because she's gotta be able to identify the documents. Uh, ---

MR. MUCKENFUSS: Your Honor, I could, uh, if I can see them before, I mean, I could stipulate to their ---

THE COURT: Alright, that's ---

MR. MUCKENFUSS: --- admissibility.

THE COURT: Why don't ya'll take a minute, see what you can stipulate and what you can't.

(Whereupon, a discussion was held off the record.)

THE COURT: Okay, ya'll stipulate to everything?

MR. MUCKENFUSS: Yes, Your Honor. I will say I didn't go through my entire cross that obviously there'd be depo parts that I'm only gonna impeach her on or and we still have that issue. I think we can work ---

THE COURT: Yeah.

MR. MUCKENFUSS: --- through it but, ya know, I just wanna ---

THE COURT: Yeah, as long as we can get through this ---

MR. MUCKENFUSS: Yes.

THE COURT: --- without her having to read it.

MR. MUCKENFUSS: Yeah, we're good to go.

THE COURT: Okay.

MR. GRIFFIN: Go ahead and stipulate or wait for the jury?

THE COURT: No, you can go ahead. If ya'll will agree to 'em, yeah, go ahead.

MR. GRIFFIN: Okay.

(Whereupon, a discussion was held off the record.)

(Mortgage marked Defendant's Exhibit No. 3, Truth-in-Lending Disclosure marked Defendant's Exhibit No. 4,

attorney preference checklist marked Defendant's Exhibit No. 5 and Settlement Statement marked Defendant's Exhibit No. 6 and admitted into evidence.)

THE COURT: Okeydoke, you can bring 'em in.

THE BAILIFF: Alright. Let's go to work.

(The following takes place in the presence of the jury.)

THE COURT: Alright, ladies, in your absence the attorneys have gotten together and stipulated on documents that they've agreed upon that should be entered into evidence so that'll save us a little bitta time. Alright, ma'am, you can come back up.

(Whereupon the defendant returned to the stand.)

THE COURT: Alright, yes.

BY MR. GRIFFIN:

Q. Alright, Ms. Booms, you said earlier you wanted to refinance to get out of that adjustable rate mortgage you had the first time ---

A. Yes.

Q. --- on this house here ---

A. Yes.

Q. --- but then you ended up with the same thing, right?

A. Yes.

Q. Alright. How many payments did you make of the -- on the first time on the first mortgage when you had it prior to refinancing?

A. About eighteen.
Q. Okay. And then you made how many payments on the refinanced mortgage?
A. Two.
Q. Okay. And you weren't happy with that mortgage?
A. No.
Q. Alright. Did you understand the documents at the time you signed 'em?
A. No.
Q. Alright. Did you receive any cash back from that closing, the second one?
A. Yes.
Q. Okay, how much was that?
A. About $4700.
Q. Okay. And the loan was for what we say five hundred and sixty thousand some odd dollars?
A. Yes.
Q. Alright. And what what are you asking for today?
A. My house ---
Q. Okay.
A. --- and my attorney fees paid and damages.
Q. Okay. And if the remedy is available for the Court to rewrite your loan, would you -- are you asking for that?
A. Absolutely, yes.
Q. Okay. And what interest rate would you like?

A. A fair interest rate.
Q. Okay. And what do you consider fair?
A. Under five percent.
Q. Alright. Do you recall how much the other one was?
A. I would say between 11 and 12.
Q. Alright. Can you afford to make the payments on a new loan?
A. Yes, I can.
Q. Okay. Are you employed?
A. Yes, I am.
Q. What kinda work do you do?
A. I'm a service dog trainer. I own Big Dog Foundation.
Q. Alright, service dogs?
A. Service dogs.
Q. Alright. Can you speak into the microphone a little?
A. Yes.
Q. Can you explain what service dogs are.
A. Service dog are canines, they're used for like those who are disabled.
Q. Disabled people?
A. Yes.
Q. In what way?
A. A lotta different ways but, ya know, most of our dogs are trained for the diabetic as medical work dogs.
Q. Okay. After the loan did you ever try to contact

Mortgage Lenders Network?

A. I did.

Q. Were you ever able to find 'em?

A. I was not.

Q. Alright. And did you ever con -- try to contact anybody that that you supposed to make payments to?

A. We tried, yes.

Q. Alright. Without telling me what anybody said who did you contact?

A. We tried to contact Mortgage Lender Network.

Q. And what -- and who'd you make your payments to those two you made?

A. I believe Wilshire Credit Corp. was the servicing company.

Q. Okay. The servicing company you mean by the one that collected the payments?

A. Yes.

Q. Did you ever have a opportunity to talk to anybody at Deutsche Bank?

MR. MUCKENFUSS: Objection, Your Honor, as to the servicing issue which was addressed in the *in limine* motion.

THE COURT: Alright, I -- I'll allow him to ask that question but obviously I ruled on that issue. Go ahead.

BY MR. GRIFFIN:

Q. Did you speak with anybody specifically with Deutsche

Bank, ---

A. Uh, no.

Q. --- that identified themselves with Deutsche Bank. Did you ever know Deutsche Bank to own the loan?

A. No.

Q. Okay. Did you receive payments noti -- payment notices from anybody in the mail?

A. Wilshire Credit Corp.

Q. Okay. But you didn't get a loan from Wilshire?

A. No.

Q. Alright. What's your monthly income now?

A. Six to eight thousand dollars a month.

Q. Where'd that come from?

A. It comes from our rental income and then from the income of my company.

Q. Okay. The only people at the closing were this notary and your husband and you.

A. Yes.

Q. And the lawyer was on the cell phone.

A. Yes.

Q. Okay. That's all I have, Your Honor.

THE COURT: Alright. Yes.

MR. MUCKENFUSS: Thank Your Honor.

CROSS-EXAMINATION BY MR. MUCKENFUSS:

Q. Ms. Booms, you testified -- well first let me ask you the

the loan that you had prior to refin -- refinancing with Mortgage Lenders Network, who was the lender before you refinanced?

A. I do not recall.

Q. Alright. And with with that lender for your lake property you bought that property March 1st 2006, is that correct?

A. Yes.

Q. Alright. And were you making monthly payments before you refinanced?

A. Yes.

Q. Okay. And you refinanced in October 2006, correct?

A. I believe so.

Q. I'm sorry?

A. I believe so ---

Q. Okay, so you bought the property in March 2006, refinanced roughly eight months later in October?

A. I do not recall exa -- I remember making 18 payments. I believe it was '07 I refinanced ---

Q. You believe it was in '07 that you refinanced. Your ---

A. I'm not ---

Q. --- attorney showed you several ---

A. --- good at dates and times.

Q. I'm sorry?

A. I'm not good at dates and times.

Q. Okay. Your attorney showed you several documents from the closing with Mortgage Lenders Network, do you recall that?

A. Yes.

Q. And I understand today you can't read what's on this document, is that correct?

A. Yes.

Q. Do you wanna give it a shot?

A. Sure.

Q. Okay. This was Defendant's Exhibit 6 which is the settlement statement. Can you read the date on the settlement statement?

A. The date?

Q. Yeah, it's up upper right hand here (indicating). Here, let me see that. Right here (indicating). Can you read that date?

A. 10/25/06.

Q. So October 25th 2006 that was the closing for your refinance, correct?

A. Yes.

Q. Okay. It was not 2007, correct?

A. Yes.

Q. Alright. So you did not make 18 payments on your original loan, correct?

A. Correct.

Q. Alright. Now you agree, Ms. Booms, that you refinanced your lake property with Mortgage Lending Network, correct?

A. Yes.

Q. You did not refinance your loan with Deutsche Bank, correct?

A. Yes.

Q. Alright. Now when you bought your property in 2006 and refinanced it eight months later, your primary residence was in Port Orange, Florida, correct?

A. Correct.

Q. Right, and at the time that you got the loan from Mortgage Lending Network that lake house was your secondary home, correct?

A. No.

Q. I'm sorry?

A. No.

Q. I don't understand. You would -- you agree that your Florida residence, that was your primary residence when you refinanced in 2006, correct?

A. According to my driver's license that's correct.

Q. Well according to you today is that correct?

A. No. The -- we were at the Anderson house for five years ---

Q. Right.

A. --- full-time. We were in between both houses.

Q. Right, I I wanna focus on when you refinanced with Mortgage Lending Network October 2006, okay, I wanna focus on that.

A. Yes.

Q. At that point in time, your primary residence was in Florida, correct?

A. Yes.

Q. And the lake house that you had bought that was your second home in 2006.

A. That was not our intention.

Q. In 2006 that was your second home.

A. Yes.

Q. Okay. I'll show you, Ms. Booms, what's been premarked as Plaintiff's Exhibit 8, it's entitled "Uniform Residential Loan Application." Do you recognize that document, your signature?

A. Yes.

Q. And if you look -- and so you completed this loan application for the Mortgage Lending Network refinance, correct?

A. I do not recall ---

Q. Alright.

A. --- if I did.

Q. Well this is for the Westwind Way, Anderson, South Carolina property, correct?

A. Yes.

Q. Okay. And, Your Honor, we'd move to admit this as Plaintiff's Exhibit 8.

THE COURT: Any objection?

MR. GRIFFIN: No objection.

THE COURT: Alright, without objection.

(Plaintiff's Exhibit No. 8, Uniform Residential Loan Application, admitted into evidence.)

BY MR. MUCKENFUSS:

Q. And at -- on the first page of this of Exhibit 8, Ms. Booms, it has checked if you see that, it's at the top there that this is your secondary residence. You see that?

A. No, I do not.

Q. Here, can you read that (indicating)?

A. Secondary residence.

Q. Okay, so on your application for a loan for your lake house in Anderson, South Carolina, on your loan application it's listed as your secondary home, correct?

A. Yes.

Q. Okay. Ms. Booms, I'm gonna show you document it's entitled "Affidavit of Occupancy," this is outta your loan file. Do you recognize that document?

A. No.

Q. Is that your signature?

A. Yes.

MR. MUCKENFUSS: Your Honor, we'd move to admit this as

Plaintiff's Exhibit 18.

THE COURT: Any objection?

MR. GRIFFIN: None, Your Honor.

THE COURT: Without objection.

(Plaintiff's Exhibit No. 18, affidavit of occupancy, admitted into evidence.)

BY MR. MUCKENFUSS:

Q. Alright, Ms. Booms, you signed this and if you look at the box that's checked at the top under -- beside 1.2, I'll read this for you but if you can follow ron -- along it states the property is or will be the borrower's secondary residence. Do you see that?

A. Yes.

Q. And you signed this, correct?

A. Yes.

Q. Ms. Booms, have you ever made any misrepresentations to the IRS in your tax returns?

A. I have not, no.

Q. And when you have signed your tax returns, have those been truthful and accurate?

A. Yes.

Q. Ms. Booms, I'm gonna show you your 2006 federal tax returns, ask if you recognize that document.

A. Yes.

Q. And sitting here today is the the representations in

these tax returns truthful and accurate?
A. Yes.
Q. If you turn to it would be the third page into this exhibit -- well, Your Honor, we've move to admit this as Plaintiff's Exhibit 19.
THE COURT: Any objection?
MR. GRIFFIN: None, Your Honor.
THE COURT: Okay, before you do that let her, let her mark 'em.
MR. MUCKENFUSS: Oh, I'm sorry.
THE COURT: That's okay.
(Whereupon, a discussion was held off the record.)
(2006 federal tax return marked Plaintiff's Exhibit No. 19 and admitted into evidence, Uniform Residential Loan Application marked Plaintiff's Exhibit No. 8 and Affidavit of Occupancy marked Plaintiff's Exhibit No. 18 for identification.)
BY MR. MUCKENFUSS:
Q. Ms. Booms, Exhibit 19 third page of your tax returns, what's the address listed as your residence when you filed these tax returns for 2006?
A. I'm still looking for it.
Q. I'm sorry?
A. I'm still looking.
Q. It's three pages in. Yeah, it's right here (indicating).

Read the address for the jury.

A. Thirty-seven Tina Maria Circle, Port Orange, Florida 32127.

Q. Okay. Now at the time that you refinanced your loan for this second second vacation lake house in Anderson, South Carolina, you had a mortgage broker, correct?

A. Yes.

Q. And that that mortgage broker was First Family Mortgage, correct?

A. I've never heard of First Family Mortgage.

Q. What was the name of your mortgage broker?

A. Jim -- James Haggerly (phonetic) I believe.

Q. Had you, had you used this mortgage broker before?

A. I had, yes.

Q. And this mortgage broker worked for you, correct?

A. Yes.

Q. Alright, and this mortgage broker advised you about various loans that you could get when you bought these properties, correct?

A. Yes.

Q. Now you agree there was an attorney who handled the closing for the refinance with Mortgage Lending Network, correct?

A. I don't know what he was, what his title was.

Q. Okay. I think you testified that when you refinanced

your loan you got in excess of $4,000 out -- from that refinance, right?

A. Yes.

Q. So that was cash that you put in your pocket, correct?

A. Yes.

Q. And that was cash that you didn't have before the refinance, correct?

A. Yes.

Q. Now you testified you've only made two payments on your home on this lake house, correct?

A. Yes.

Q. And you were paying -- what was your mortgage payment?

A. On the refinance?

Q. On the refinance.

A. Approximately $4600.

Q. And did you -- was that principle and interest?

A. Yes.

Q. Did you also have escrow amounts for that loan for insurance, for --

A. I believe ---

Q. --- taxes?

A. --- so, yes.

Q. And if you added in the escrow amounts, how much -- what was your mortgage payment?

A. About $4700.

Q. It was about 4700?
A. Right.
Q. Okay. So since 2007 roughly, since the beginning a 2007 to the present day you have not made any payments on that property, correct?
A. Correct.
Q. Ms. Booms, you've been convicted for check fraud, correct?
A. Yes.
Q. And where was that conviction? Was that in Florida or Michigan?
A. It was Michigan.
Q. Michigan?
A. Yes.
Q. Oh. And that involved writing a bad check?
A. Yes.
Q. Now, Ms. Booms, you would agree that you you received notice prior to the closing -- well strike that. You would agree that prior to closing you received notice from someone that you had the right to pick a lawyer, correct?
A. No.
Q. Do you recall that?
A. No notice, no.
Q. And the mortgage broker that you mentioned, that same mortgage broker assisted you in refinancing your property in

Florida, correct?

A. Yes.

Q. Now you talked about -- well and when you purchased or refinanced your property, the lake house here in South Carolina, you actually rented it out, didn't you?

A. Yes.

Q. And while you were living in Florida you would rent out the lake house and make money doing that, correct?

A. Portion of it.

Q. The basement?

A. Correct.

Q. When you bought the lake house in 2006, you never visited the property prior to that, did you?

A. No.

Q. Have you ever -- do you believe that you don't have to report income to the IRS if it's cash?

A. No, I don't believe that.

Q. Have you ever lied to the IRS by not reporting cash income?

A. No, I have not.

MR. MUCKENFUSS: Your Honor, I have the original deposition transcript for the Court.

(Whereupon, the transcript was handed to the Court.)

MR. GRIFFIN: Your Honor, I object to relevancy grounds.

THE COURT: Pardon?

MR. GRIFFIN: Objection to the grounds of relevancy.

MR. MUCKENFUSS: Credibility, Your Honor.

THE COURT: Okay, overruled. Ladies and gentlemen, I'm openin' a sealed deposition. This is a -- a deposition is a situation in which the witness is under oath in a room with the court reporter, with both lawyers and subject to that oath and cross-examination, alright.

(Whereupon, the Court handed the transcript to plaintiff's counsel.)

MR. MUCKENFUSS: Thank you.

BY MR. MUCKENFUSS:

Q. I'm gonna direct your attention to Page 15 of your deposition, Ms. Booms. Do you recall having your deposition taken in this case?

A. Yes.

Q. And you were under oath when you took that deposition, correct?

A. Yes.

Q. Now Line 12 on Page 15 do you, do you see that line?

A. Yes.

Q. The question was asked of you, "Did it make money in 2005," referring to your company. Do you see that?

A. Yes.

Q. And what was your response?

A. Not a reportable income.

Q. Not reportable income.
A. No.
Q. And the question, "What does that mean," what was your response?
A. Most of the money we make is by cash.
Q. Okay. In 2005 did you not report cash income?
A. I guess not.
Q. Okay. No further questions, Your Honor.
THE COURT: Alright, anything on redirect?
MR. GRIFFIN: That's all?
MR. MUCKENFUSS: Yes.
REDIRECT EXAMINATION BY MR. GRIFFIN:
Q. Did you, uh, when you applied for this loan, did you have to supply any documents regarding income or anything like that?
A. No.
Q. So it was basically a stated income, no doc loan?
A. Right, yes.
Q. Okay. And you said you had some problems with checks back -- how long ago was that?
A. Fifteen years ago.
Q. Okay. Did ya pay the checks off?
A. Yes.
Q. So they were just bounced checks from checking account?
A. Yes.

Q. Okay. You goin' through some hard times back then financially?

A. I was going through a divorce, feedin' my kids.

Q. Okay.

MR. GRIFFIN: That's all I have, Your Honor.

THE COURT: Alright, thank you, ma'am, you can step down.

THE COURT: Alright, yes.

MR. GRIFFIN: I call Robert Asher.

(Whereupon, the witness came forward.)

THE CLERK: Raise your right hand please, sir.

ROBERT L. ASHER, having been first duly sworn, testified as follows:

THE CLERK: If you would have a seat on the witness stand, state your full name and spell your last name for the reporter, please.

MR. ASHER: Robert L. Asher, A-S-H-E-R.

DIRECT EXAMINATION BY MR. GRIFFIN:

Q. Mr. Asher, are you related to the plaintiff here?

A. Yes, I am.

Q. How are you related to her?

A. We are married.

Q. Alright, how long you been married?

A. Six years.

Q. You live with her in Florida?

A. Correct.

Q. Okay. And do you work with her in the dog business?
A. Yes, sir.
Q. Okay. How many dogs do ya'll have right now?
A. We have currently nine.
Q. Alright. And ya'll have any other businesses?
A. No.
Q. Okay. When'd you start this dog business?
A. We've always done it ever since we've been together but we started it in I think I May of '09.
Q. Okay. What other kinda businesses did you have prior to that?
A. We were sales and marketing in Florida.
Q. Okay, what kinda sales and marketing?
A. We were -- we did investments, home investments.
Q. Okay, home investments?
A. Yes.
Q. Alright. Was that just you or her or both of ya?
A. It was both of us.
Q. Alright. And do you have rental property, thing like that?
A. At one time we did.
Q. How long did ya have that?
A. A couple years until hurricanes came.
Q. Okay. And what do you mean the hurricanes came?
A. Well the Charlie, Frances, they they came and basically

knocked out pretty pretty much Florida.

Q. Okay, and are you a power of attorney for Ms. Booms?

A. Yes.

Q. Okay. Do you handle a lot of her ---

A. Yes, I do.

Q. --- affairs for her?

A. Yes.

Q. Okay. And who obtained the mortgage broker in this transaction?

A. I I spoke to only one mortgage broker, Mr. James Hadderton (phonetic), he was out of Fort Lauderdale, Florida I believe.

Q. Okay. And this First Family, where were they located?

A. Could not tell you.

Q. Okay. Were you at the closing at this loan?

A. Yes.

Q. Okay, and, uh, who was present at this closing?

A. Myself, Rhonda Booms and a Florida notary public.

Q. Okay. And that, and that's where the closing occurred at your residence?

A. Correct.

Q. Alright. And was there an attorney present at that time?

A. No, there was not.

Q. Did you ever talk to one?

A. No, I did not.
Q. Alright. You ever talk to one on the telephone?
A. No, I did not.
Q. Okay. And how long did this closin' take?
A. Approximately a little over an hour, maybe an hour and fifteen minutes.
Q. Alright. Did she have time to go through the documents?
A. No, she did not.
Q. What do you mean by that?
A. They were rush -- rushed her through it pushing paper to -- in front of her to initial and to assign -- to sign ---
Q. Okay.
A. --- and to to to get it over with.
Q. Alright. I'm gonna show you Plaintiff's Exhibit No. 8 which is the loan application.
A. Yes.
Q. Alright, and at the back here (indicating) it says name and address of interviewer's employer. Can you read that for us.
A. Okay, just yeah ---
Q. Who is ---
A. --- 2626 -- I'm sorry?
Q. --- who's the name there?
A. Jennifer, it's Jennifer Lazinski.

Q. Uh-huh.

A. Two two, uh, I mean, 4226 Mayfair Street, Suite 202, Myrtle Beach, South Carolina.

Q. What's the name of the company?

A. I -- okay, Family First Mortgage Corp.

Q. Okay. Did you ever speak with anybody at Family First?

A. No, I did not.

Q. Okay. Did Ms. Booms go to Family First Mortgage in Myrtle Beach and sign any documents?

A. No, she did not.

Q. Alright. Do you know whether or not this (indicating) is one of the documents given to her on the day of closin'?

A. Do I know for sure? No, I do not know for sure.

Q. Okay. Did she -- do you know whether or not she met with anybody prior to closing?

A. She did not.

Q. Okay. What's this do -- what's the date of this document?

A. I think 10/28/08 or that's for -- I'm sorry, oh, 10/20/2006. I'm sorry.

Q. Okay. Is it typed or handwritten?

A. It's typed.

Q. Okay. Are you familiar with the type of mortgage you -- that ya'll had to begin with?

A. It was an adjustable rate yes, I understood that.

Q. Okay. And this mortgage with Mortgage Lenders Network what'd it turn out to be?

A. Turned out to be the same.

Q. Okay. And is that what ya'll wanted?

A. No, we wanted a fair fixed rate.

Q. Okay, and you ended right back up in the same thing?

A. Yes, sir.

Q. Alright. And ya'll still want the home?

A. Yes, sir.

Q. And you willing to if the loan got right make the payments?

A. Yes, we would.

Q. Okay. Without without saying what anybody told you or anything else did you try to get the loan modified early on after the -- this refinance?

A. Yes.

Q. Was that successful?

A. No, it wasn't.

MR. MUCKENFUSS: Objection, Your Honor.

THE COURT: What's the objection?

MR. MUCKENFUSS: We had an *in limine* motion as to those discussions.

THE COURT: Yeah, sustained, don't ask anymore about that.

MR. GRIFFIN: Okay.

BY MR. GRIFFIN:

Q. You, uh, what's Rhonda's educational level?

A. High school graduate.

Q. Okay, and what's yours?

A. High school graduate.

Q. Okay. You don't have any, neither one of ya have any kinda training in finance or anything like that?

A. No.

Q. Alright.

MR. GRIFFIN: That's all I have, Your Honor.

MR. MUCKENFUSS: No questions, Your Honor.

THE COURT: Okay. You can step down.

(Whereupon, the witness left the stand.)

THE COURT: Alright, yes.

MR. GRIFFIN: That's all I have, that be plaintiff's -- case for the plaintiff on the counterclaim.

THE COURT: Alright. Ladies and gentlemen, I need to send ya outta the courtroom at this time. We'll be out for about ten minutes and then we'll figure out how we're gonna proceed for the rest of the afternoon. Please don't discuss the case.

(The following takes place outside the presence of the jury.)

THE COURT: Alright, any motions?

MR. MUCKENFUSS: Yes, Your Honor. The plaintiff would

move for directed verdicts on all claims in this case, um, I think the the testimony really on three points: It's its' undisputed from the plaintiff's case that this was her second home when she refinanced. Under the two claims for the high cost home loan claim and flipping, those claims are barred if it's the second home and I think Mr. Griffin admitted that at the summary judgment hearing and I -- that has not been -- she admitted that on the stand and all the documents support that, that leaves the attorney preference claim. There really two arguments, the the same argument that we addressed yesterday which is that Deutsche Bank is the assignee on this loan and there's no liability for the assignee under that claim. Secondly, really a more basic factual issue in this case the plaintiff has not established, even assuming the assignee issue was not at play, the plaintiff has not established how Deutsche Bank would be liable for this claim regardless. They've not put any evidence in as to what relationship Deutsche Bank has with MLN, all of the evidence that came in in this case relates to Mortgage Lender Network and the broker so from that basic factual point they have not satisfied their burden to show any liabilities as it relates to Deutsche Bank but obviously we we stick with our first argument that under the law, under the common law of South Carolina they cannot assert affirmative claim against Deutsche Bank 'cuz Deutsche Bank is the assignee of the loan and the legislature has not

amended the statute to allow that claim affirmatively against the assignee. We're not pursuing a deficiency claim in this case and we can't so as it relates to the foreclosure there is no, the borrower's have no ability to bring that affirmative claim.

THE COURT: Alright, have you had time to think about what the case law says? I agree with ya, they can't assert it affirmatively and that -- and I'll -- but defensively how would you assert it as a practical matter? How can you -- how would you foresee it would be asserted?

MR. MUCKENFUSS: I'm sorry, Your Honor?

THE COURT: How would you, how would you conceive of, now I'm not talkin' about the flipping of the high cost loan 'cuz I think that's out because of the second home but the attorney preference how would that be asserted defensively in this case assuming there's no deficiency?

MR. MUCKENFUSS: Well since there is no deficiency claim I don't think they can assert, the the defense is not relevant to this case. Again, a setoff is an affirmative defense and if there were a claim by the bank for for money against the borrower then they certainly could assert defensively a setoff and I think that's what *Rosemond* stands for. Here you have the somewhat unique situation where we have an equitable claim for a foreclosure, there's no deficiency claim so therefore the attorney preference claim is not relevant as a defense or

as an affirmative claim. I mean, they -- it has no relevance to the proceeding. I mean, if we were gonna pursue a deficiency claim, they certainly could have a setoff defense which would apply and I think that *Rosemond* stands for that.

THE COURT: Okay. Yes.

MR. GRIFFIN: Your Honor, I think *Rosemond* is pretty much limited to the facts as to since there was a separate statute involved, basically involved a cap on assignee liability is basically a favorable, it gives assignees on both types of purchase money security finances and purchase money loan finances, things like that that basically caps their, caps an assignee's liability as to the amount owed as of the date that the assignee received notice and I think also there's some hoops you gotta jump through like make a good faith effort to try to resolve a situation with a settlement first, those statutes are completely inapplicable to this one. I mean, the Uniform Commercial Code basically the holder in due course rule which I cited, which I discussed ad nauseam yesterday, applies to this case. Basically, the Consumer Protection Code in its prefatory remark states Uniform Commercial Code supplements this code and South Carolina Consumer Protection Code does have the holder in due course rule which states, respectfully restates what truth-in-lending statute that I cited, that I e-mailed the Court yesterday or this mornin' states regarding assignee's if the violation is apparent on

the face of the document then there's not a holder in due course. Un -- the pleadings state that the plaintiff was assigned the document so I don't think we have to prove that, they, since they admitted that then, um, the mortgage was signed. Paragraph 8 of the complaint states this mortgage was substantively assigned to the plaintiff herein so obviously they're a assignee of the mortgage and they seek to try to recover under the terms of the note and mortgage. I think *Rosemond* basically stands for the proposition that an assigno -- an assignee has only the right -- has no more rights than the assignor does so I don't think *Rosemond* is really significant as far as it goes to assignee liability. Uniform Commercial Code covers that and I believe also the policy consideration contained in, contained in the uniform -- in the South Carolina Consumer Protection Code references that, try to make uniform the policies of the Federal Fair Credit Act basically that's covers truth-in-lending which which the truth-in-lending statute does state assignee liability and basically restates the holder in due course rule and I think the Uniform South Carolina Consumer Protection Code through those prefatory remarks and policy reasons and the purposes basically adopts the holder in due course rule as found in the truth-in-lending, Federal Truth-in-Lending Statute and also the South Carolina Consumer Protection Code we do have a truth-in-lending section there it's basically

said if a lender violates a federal Truth-in-Lending Act, they could be held liable under the South Carolina act but I think the federal act provides there's more teeth to that one, I think the statutory damages are more and you can bring a class action under the federal act whereas under the state act ya can't. So in that section there is reference to the federal Truth-in-Lending Act which does have the holder in due course rule in it but here the attorney preference statute as the Court stated that the attorney preference statute cannot be dated the same day as the loan transaction which is obviously what we have here, that violation is apparent on the face of the documents assigned to the plaintiff and under the holder in due course rule which has adopted the the Federal Fair Credit Act may apply it to the South Carolina Consumer Protection Code that will make the defendant strictly liable under that act. I believe in South Carolina the line of cases that are coming out on this attorney preference the South Carolina Supreme Court is getting very strict on that and I I don't think there's any case law in South Carolina on that but on the assignee liability we're given the South Carolina Supreme Court's recent rulings on that issue, I would predict that they would hold assignee responsible just the original creditor. Also, to deny the plaintiff -- I mean, the defendant herein a cause of action for that on this case since it was refinanced and not a purchase money security interest

it seemed like that would violate the equal protection clause of the United States and South Carolina Constitution as well as the taking cause of the South Carolina Constitution and the United States Constitution says you'll be deprived of a cause of action simple bec -- simply because it's a refinance rather than purchase money security interest, I don't see where they purchase money security mortgage. I really don't see why that should make a significance. If the legislature wanted to cap liability on on these claims, they could have if they wanted to like they did in *Rosemond* but they didn't cap liability. I believe this is open, it's uncapped here so for to deny liability on the assignee on a ca -- on something that's obvious obviously a violation on the face of the documents would render the statute, the statute meaningless, the Attorney Preference Statute, and that is not what this line a cases comin' out that Supreme Court has ruled on, um, state they pretty much put teeth into this thing and to let an assignee escape liability would basically render the the line a cases coming out and the statute itself meaningless and that's all I have on that issue at this time.

THE COURT: Okay. Alright, well after a lotta research I can only cite I guess somethin' I probly should have gone into at the very beginning which is South Carolina jurisprudence: When assignin' a debt obligation by a mortgage, it says and it cites *Rosemond* and this is 2011, the mortgagor can only assert

claims defensively when the assignee seeks to enforce the obligation, the mortgagor has no common law right to sue the assignee affirmatively on a claim against the assigned or arising from the underlying obligation. So tryin' to read it all together may have been a waste a time but what I'm gonna do is I'm gonna grant your motion on the flipping of the high cost loan, I think that's clear because of the second home issue.

On the attorney preference claim the only thing I can say, and there are no South Carolina cases on this, is that he does have the right to assert the claim defensively when the assignee seeks to enforce the obligation. Now as a practical matter how that's gonna end up workin' out with no deficiency, I'm sure I'll have to take that up before this case is over but I'm I'm gonna deny the motion on the attorney preference claim and allow that to remain open at this time. Again, after I've heard testimony I may change my mind at the end.

MR. MUCKENFUSS: Your Honor, just as a housekeeping there was a breach of contract claim. I don't think they presented any ---

THE COURT: Yeah.

MR. MUCKENFUSS: --- evidence.

MR. GRIFFIN: I'll withdraw that.

THE COURT: No, their only -- their basically their only viable action is the attorney preference claim and again, I'm

reading that very strictly in that the assignee is seeking to enforce the obligation, the obligation's the note underline the mortgage. I can't find anything that says even though it seems common-sensical that you'd have to be seeking a deficiency but now is there a liquidated damage under the attorney preference?

MR. GRIFFIN: There's a cap on the it's called a "statutory penalty" of $7500, minimum 1500 but the statute says actual damages, that could be the amount of -- go all the way up to the amount owed on -- at the time they filed, it's like the, uh, I mean, you could read into it like a cap in *Rosemond*. I mean, if it's ---

THE COURT: The problem is they they hadn't testified to anything else. I don't know what they would testify to.

MR. MUCKENFUSS: Your Honor, I ---

THE COURT: And it seems to me it be a statutory cap.

MR. GRIFFIN: She said she wanted to keep the house, rewrite the loan.

THE COURT: Well I don't think I can do that under the attorney preference, that's the problem.

MR. GRIFFIN: Do it under the second one. I mean, unconscionability's still out there.

MR. MUCKENFUSS: Your Honor, we would in in light of the Court's ruling, I I would go back to two things: One is I think we still have a basic motion on the attorney -- there's

been no evidence in the attor -- in the plaintiff's case, the borrower's case ---

THE COURT: Right.

MR. MUCKENFUSS: --- relating to anything about Deutsche Bank, nothing ---

THE COURT: Right.

MR. GRIFFIN: Other than ---

MR. MUCKENFUSS: --- so ---

MR. GRIFFIN: --- they pled that the -- I'm sorry.

THE COURT: Well here's the deal, and I know what you're gonna say, I -- I'm leaving that open now. I mean, there's gonna be testimony from your side. I wanna see what comes out on the cross. Let's take a quick break then we'll -- how many witnesses do you have, one?

MR. MUCKENFUSS: One.

THE COURT: Okay. Alright, we'll be back.

(Whereupon, a recess was taken.)

MR. MUCKENFUSS: Just if I could say something just ---

THE COURT: Yeah.

MR. MUCKENFUSS: --- preserve the record and I understand your your -- the Court's ruling, you wanna wait and see our evidence but just for the record we would also still preserve our holder in due course argument.

THE COURT: Sure.

MR. MUCKENFUSS: Obviously, even if it's a defense we

would assert we're a holder in due course ---

THE COURT: Right.

MR. MUCKENFUSS: --- and therefore they couldn't assert the defense. I understand the counter-argument that Mr. Griffin's but I just wanna preserve that for the record on our motion.

THE COURT: It -- it's preserved. I, what I'm gonna do is let you put your, put your witness up then we will break for the day and see if somebody can get in touch with the Florida lawyer. I mean, look, under my ruling the way it stands the max in South Carolina you're gonna be able to offset the obligation is 7500.

MR. GRIFFIN: Your Honor, I have under *Camp,* I think I gave this was in the Court material yesterday, *Michael Camp vs. Springs Mortgage* where the attorney tried to sue Springs Mortgage for violatin' Attorney Preference Statute. Basically, the Court said that's to protect borrowers not lawyers and the South Carolina Supreme Court went on to say the purpose of the South Carolina Consumer Protection Code was to protect consumers, this intent is borne out by the relief provisions of let's see, first the SC Consumer Protection Code protects -- protect consumers, SC code annotated 37-1-102, that's the attorney preference statute, this intent is borne out by the relief provision of South Carolina Consumer Protection Code found in Section 37-10-105 which provides for

the forfeiture of the loan finance charge to the debtor's benefit. I mean, conceivably ---

THE COURT: That's what attorney preference allows?

MR. GRIFFIN: That's the *Camp's Springs Mortgage* case, it's in your material I gave you yesterday.

THE COURT: Oh.

MR. GRIFFIN: I know we overwhelmed ya.

THE COURT: Yeah, well, yeah, nothin' was tabbed, that was the problem. Have ya'll got that case?

MR. GRIFFIN: I gave it in his material. I can give you mine now. I can probly go get a copy.

THE COURT: Are you aware of that case?

MR. MUCKENFUSS: I'm not aware of it. I need to ---

THE COURT: Well why don't you look at it first ---

MR. MUCKENFUSS: --- look at it. I assume you -- we could save this till later ---

THE COURT: Yeah.

MR. MUCKENFUSS: --- right, Your Honor?

THE COURT: Yeah.

MR. MUCKENFUSS: Thank you.

MR. GRIFFIN: It's in your material.

THE COURT: How 'bout hand that up up. Let's go ahead and let them put their test -- how long is it gonna take you to put up your testimony?

MR. MUCKENFUSS: Not long, Your Honor. I'd say twenty

minutes ---

THE COURT: Okay. Alright.

MR. MUCKENFUSS: --- at max.

THE COURT: Okeydoke. You can bring 'em back in.

(The following takes place in the presence of the jury.)

THE COURT: Alright, ladies and gentlemen, you've heard all the testimony that you're gonna hear from the plaintiff, we'll now proceed with the defense case. Yes.

MR. MUCKENFUSS: Thank Your Honor. Deutsche Bank would call Bobby Ruano to the stand.

THE CLERK: If I could ask that you raise your right hand please, sir.

BOBBY RUANO, having been first duly sworn, testified as follows:

THE CLERK: If you would take a seat and state your full name and spell your last name for the reporter, please.

MR. RUANO: Bobby Ruano, last name is spelled R-U-A-N-O.

DIRECT EXAMINATION BY MR. MUCKENFUSS:

Q. Mr. Ruano, just to identify who you are, can you tell the jury who do you work for?

A. I work for Bank of America.

Q. Now in this case we've talked a lot about other mortgage lenders and other parties. What's what's the relationship of Bank of America with this loan?

A. Bank of America services this loan.

Q. Okay, when you say "Bank of America services the loan," what does that mean?

A. We collect the payments, amongst other things we pursue foreclosure actions.

Q. And obviously Deutsche Bank is the plaintiff in this case. What is the relationship of Deutsche Bank with this loan?

A. Deutsche Bank owns the note on this loan.

Q. Okay. Now at the time that this loan was refinanced in 2006 was Bank of America the servicer on the loan?

A. I don't know that.

Q. Okay. Gonna show you what's been marked as Plaintiff's Exhibit 1. Can you identify Plaintiff's Exhibit 1?

A. Yes, this is a copy of the mortgage.

Q. Well the entire loan file. And what, I mean, what is the entire exhibit? Is it the loan file?

A. Yes, it's the loan file.

Q. And is it for which loan? For ---

A. This loan.

Q. Okay, and is is this the loan file that's maintained by Bank of America as the servicer?

A. Yes.

MR. MUCKENFUSS: Your Honor, we'd move to introduce Plaintiff's Exhibit 1.

THE COURT: Any objection?

MR. GRIFFIN: It's this whole packet here?

MR. MUCKENFUSS: It's Exhibit 1 first half.

MR. GRIFFIN: No objection.

THE COURT: Alright, without objection. Now we have to mark it.

MR. MUCKENFUSS: We can ---

THE COURT: Okay, let her mark it.

(Loan file marked Plaintiff's Exhibit No. 1 and admitted into evidence.)

BY MR. MUCKENFUSS:

Q. Mr. Ruano, before we get into the loan file, what's your title with Bank of America?

A. A litigation specialist.

Q. Okay. And as parta your day-to-day job do you deal with loan files like this?

A. Yes.

Q. Okay. If you look at the first page of Exhibit 1 of the loan file, what is th -- what is this document, the first page?

A. This is the mortgage.

Q. Okay, and when you say mortgage, I mean, what is that as it relates to this loan?

A. I guess basically the contract of the payment, ---

Q. Okay.

A. --- the monthly payment.

MR. GRIFFIN: Your Honor, could he speak into the microphone a little better?

THE COURT: Yeah, ---

BY MR. MUCKENFUSS:

Q. Can you speak up a little bit. If if you could, Mr. Ruano, go to Page 27 of Exhibit 1. What is, on Page 27 of Exhibit 1, what is this document?

A. The note.

Q. Okay. And does the note have the payment, terms and the amount of the actual loan?

A. Yes.

Q. And what is the principle amount of the loan that was originally financed with Mortgage Lenders Network?

A. Five hundred sixty-thousand dollars five hundred.

Q. Okay, five hundred and sixty thousand five hundred dollars?

A. Correct.

Q. Now this note obviously refers to Mortgage Lenders Network, USA, Inc., what is that entity as it relates to this loan?

A. Could you please repeat the question.

Q. Sure is it -- is this the original lender?

A. Yes, they are.

Q. Okay. I wanna show you what we'll mark as Plaintiff's Exhibit 3.

(Assignment marked Plaintiff's Exhibit No. 3 for identification.)

BY MR. MUCKENFUSS:

Q. Can you identify this document?

A. Yes, this is the assignment of the mortgage.

MR. MUCKENFUSS: Your Honor, we'd move to admit this as Plaintiff's Exhibit 3.

THE COURT: Any objection?

MR. GRIFFIN: None, Your Honor.

THE COURT: Alright, without objection.

(Plaintiff's Exhibit No. 3, assignment, admitted into evidence.)

BY MR. MUCKENFUSS:

Q. Mr. Ruano, what does Plaintiff's Exhibit 3 show?

A. It shows that this loan was assigned to Deutsche Bank from MLN.

Q. I'm sorry? It was assigned from Mortgage Lenders Network to Deutsche Bank?

A. Correct.

Q. And is there a date of the assignment? I see there's a date in the notary below, what's that date?

A. The date is ---

Q. Is it December 18th 2007?

A. Yes, it's December 18th of 2007.

Q. So currently who is the owner of the note and the

mortgage?
A. Deutsche Bank.
Q. Alright, and in 2006 when this loan was refinanced was Deutsche Bank the owner of the note or the loan?
A. No.
Q. And that was Mortgage Lenders Network, correct?
A. Correct.
Q. If you could go to Page 115 of Exhibit 1, if you could you go back to Exhibit 1. Do you see that page?
A. Yes.
Q. And this is a form, an attorney preference checklist form, correct?
A. Yes, correct.
Q. Now I I note it's blank, correct?
A. Correct.
Q. Now when was it, can you read the date at the top as to when it was faxed?
A. Yes, one moment. It was faxed on October 19th 2006.
Q. Alright, and when was the closing -- from the loan file that you've reviewed, when was the closing with Mortgage Lenders Network if you know? I can show you, this is Defendant's Exhibit 6 just to refresh your recollection on that which is the settlement statement. I think at the top there there's a date. Do you see that, sort of the top middle, it's sort of small print, right here (indicating).

I'm sorry, on the right right there (indicating). Can you read that date?

A. Yes.

Q. What's the date?

A. October 25th 2006.

Q. Okay, so the attorney preference form which is the loan file was faxed on October 19th 2006, correct?

A. Correct.

Q. So that was prior to closing on Ms. Booms' loan with Mortgage Lenders Network, correct?

A. Yes, it's approximately a week prior.

Q. Okay. And again, as it relates to that closing in October 2006, was Deutsche Bank involved at all with assembling those documents like the attorney preference form or anything else relating to that loan?

A. No.

Q. Okay. That was, that was solely Mul -- Mortgage Lenders Network or whatever the companies were at that time, correct?

A. Correct.

Q. Now from reviewing the loan file when Ms. Booms refinanced her loan with Mortgage Lenders Network, did she receive cash from that refinance?

A. Yes, she did.

Q. How much cash did she receive from the refinance?

A. I believe it was between $4,000 and $5,000, it's it's outlined in the HUD.
Q. Okay, so that's in the settlement statement?
A. Correct.
Q. Is Ms. Booms curren -- is -- strike that. Is Ms. Booms in default currently on her mortgage?
A. Yes, she is.
Q. And for how long has she been in default, not made her mortgage payment?
A. I don't know.
Q. Okay. Do you un -- do you know how much she roughly owes currently?
A. Yes, in excess of $600,000.
Q. Does Deutsche Bank or Bank of America intend on pursuing Ms. Booms personally for that debt?
A. No.
Q. How will Deutsche Bank be able to recover on the debt?
A. By recovering the house.
MR. MUCKENFUSS: One second, Your Honor.
(Whereupon, a discussion was held off the record.)
BY MR. MUCKENFUSS:
Q. From your review of the loan file, is there anything in the loan file that would indicate that Deutsche Bank would have notice that the loan was overdue or had been dishonored or ha -- there was any other uncured default when it was

assigned the mortgage?
A. I don't know. I don't know.
Q. Ju -- from your knowledge reviewing the loan file, have you seen anything that would indicate that?
A. Indicate that the loan is in default?
Q. At the time that it was assigned to Deutsche Bank?
A. Yes.
Q. Okay. That it was in default?
A. Correct.
Q. Okay.
MR. MUCKENFUSS: No further questions, Your Honor.
THE COURT: Alright, any questions?
MR. GRIFFIN: Yes, sir.
CROSS-EXAMINATION BY MR. GRIFFIN:
Q. All right, sir, I'm asking you to look at Page 115 of Plaintiff's Exhibit 1 I I believe.
A. Yes.
Q. Alright, that's the attorney preference insurance checklist?
A. Correct.
Q. And that one is neither signed nor dated.
A. Correct.
Q. The only thing you have up there is some type of states HP Laser Jet fax Page 29.
A. Correct.

Q. Okay. October 19th 2006.
A. Correct.
Q. You don't know who faxed this?
A. No.
Q. You don't know who received it.
A. No.
Q. Okay. Do you have any other attorney preference checklist in your file?
A. No.
Q. Alright. Do you know who Rogers, Townsend Thomas is?
A. No.
Q. Alright, does it state RTT 115 at the bottom a that page?
A. Sorry?
Q. Does it state RTT 000115 at the bottom of that page?
A. It does.
Q. Okay, I'm gonna show you Defendant's Exhibit 5. What does that look like?
A. The attorney preference form.
Q. Okay. And it's dated the same day a closing, correct?
A. Correct.
Q. You don't have that one in your file?
A. No.
Q. Okay. Does it have the same notation at the bottom, RTT?
A. Yes.

Q. Alright. And you stated that this loan was in default when it was assigned to Deutsche Bank.
A. Correct.
Q. And how many -- at the time this loan was originated with Mortgage Lenders, did Deutsche Bank have an ongoing business relationship with Mortgage Lenders Network?
A. I don't know.
Q. Alright. Where are these mortgages kept, the originals?
A. Where is this mortgage kept?
Q. Yeah.
A. I believe we have a co -- we have the originals today ---
Q. You have the originals with you?
A. Here in the courtroom, correct.
Q. Okay. I'm gonna show you Defendant's Exhibit No. 4, ask you to state -- ask you to read what the finance charge is on that document.
A. The finance charge is $1,820,507.54.
Q. Alright, that's the interest gonna be repaid back on the -- over the life of that loan had it gone through it's normal course?
A. Yes.
Q. Okay. What's the interest rate on that loan?
A. Interest rate is 11.454 percent.
Q. Was this a subprime loan?
MR. MUCKENFUSS: Objection, Your Honor, relevance of

whether it's a subprime loan.

THE COURT: Well I'll allow him to ask it. He can an -- answer it if he knows.

BY MR. GRIFFIN:

Q. Do you know whether or not it was a subprime?

A. No.

Q. Okay. How how many loans did -- how many loans from MLN, Mortgage Lenders Network, does Deutsche Bank own?

A. I don't know.

Q. Okay. Alright, if this loan -- if this property is foreclosed upon and the sale proceeds are not enough to satisfy the balance owed, will Ms. Booms have any tax consequences?

A. I don't know.

Q. How did mortgage Lend -- how did Deutsche Bank come to own this loan from Mortgage Lenders Network?

A. They purchased it.

Q. Okay, do you know if they had any -- who'd they purchase it from, Mortgage Lenders or some other company?

A. They purchased it from Mortgage Lenders.

Q. Alright. Is Mortgage Lenders still in business?

A. I don't know.

Q. Alright, was this this a no doc stated income loan?

A. I don't know.

Q. Do you know what that is?

A. Yes.
Q. What is that?
A. When you don't have to provide financials.
Q. Okay, do banks still do that?
A. No.
Q. Was that pretty popular about seven or eight years ago?
A. I don't know.
Q. How long have you been in the business?
A. Two years.
Q. Two years? Where'd ya go to school?
A. California State, Northridge.
Q. Okay. And how long you been outta school?
A. Uh, one semester.
Q. One semester?
A. Correct.
Q. This the first job you had?
A. Correct.
Q. Okay. Does Deutsche Bank no -- in the normal course a business purchase loans that are in default?
A. I don't know.
Q. Why would they purchase this loan if it was in default?
A. I don't know.
Q. Bank of America's the one that collects the payments?
A. Correct.
Q. Do you get a fee for that?

A. Yes.
Q. Okay. How much do ya'll get to collect the monthly payments?
A. I don't know.
Q. Okay. Did ya'll have the authority to enforce the note and mortgage?
A. Yes.
Q. Okay. Who did it before Bank of America took over the servicing obligation?
A. Wilshire.
Q. Alright, how long did Wilshire have it?
A. I don't know.
Q. Okay. Why did Bank of America take over Wilshire's job?
A. I don't know.
Q. But Deutsche Bank does have a security interest in the plaintiff's residence, correct?
A. Correct.
Q. And you don't ha -- you you don't doubt that that's where they're livin' now, right?
A. I'm sorry, could you repeat the question.
Q. You have no reason to believe that's not where they are living now, do you?
A. Who's they?
Q. Ms. Boom [sic], the plai -- defendant.

A. I'm sorry, can you please rephrase the question.
Q. Okay. You have no reason to believe that she is not residing in the residence at this time, do you?
A. No, I do not.
Q. Do ya'll send some people out there to take pictures, right?
A. Correct.
Q. Alright, look like she's still livin' there?
A. Yes.
Q. Okay. And she's pretty much lived there the whole time?
A. I don't know.
Q. Okay. And do ya'll send people out to do appraisals?
A. Yes.
Q. Okay. What the property appraise for last time appraisal came back?
A. I don't know.
Q. Alright. Is it less than 600 or more than 600?
A. I don't know.
Q. Okay. What it appraise for at the refinance?
A. I don't know.
Q. Okay. Did you have any training you underwent with Bank of America or when you got that job?
A. Yes.
Q. Okay. And have you ever testified in court before

today?
A. Yes.
Q. Okay. How often do you testify in in court?
A. At least twice a month.
Q. Twice a month. Do you know how much Deutsche Bank paid for this note?
A. No.
Q. Ya'll send people out to take pictures of the house to make sure it's still livable?
A. Yes.
Q. Okay, when was the last time you sent somebody out there?
A. I don't know.
Q. Okay. That's all I have.
THE COURT: Anything on redirect?
MR. MUCKENFUSS: No, Your Honor.
THE COURT: Alright, you can step down.
MR. RUANO: Thank you.
(Whereupon, the witness left the stand.)
THE COURT: Anything else?
MR. MUCKENFUSS: Your Honor, nothing from Deutsche Bank, nothing.
THE COURT: Ya'll come around here let me ask you a question.
(Whereupon, a sidebar discussion was held off the

record.)

THE COURT: Will there be anything in rebuttal tomorrow, Mr. Griffin ---

MR. GRIFFIN: No, sir, I will -- I have a couple motions I can probly take up tomorrow I guess.

THE COURT: Alright, ladies and gentlemen, we're gonna break for the day, in all likelihood you've heard all the testimony that you're gonna hear. As I told you as a panel Monday, this is just one of those weeks. Tomorrow morning I have, I had knee surgery three weeks ago and I have to go at 10:30 and have it looked at. We're not gonna start again till one. Most likely what we're gonna do tomorrow is hear the closing arguments and I'm gonna give you the jury charge so we're gonna get this case finished tomorrow and I'm sorry for the delay in the mornin' but I will see you at one. Please don't discuss the case and I will see you tomorrow at one o'clock. We'll start closer to one than two tomorrow.

(Whereupon, a discussion was held off the record.)

(The following takes place outside the presence of the jury.)

THE COURT: Okay, ya'll continue to talk about the settlement ---

MR. GRIFFIN: Yes.

THE COURT: --- 'cuz I I do think that I'm not sure the best case is better than what the settlement was but, ya know,

I'll see ya'll at one. Thanks for ya'll ---

MR. MUCKENFUSS: Thank Your Honor.

MR. GRIFFIN: Thank you.

THE COURT: You're drivin' from Spartanburg?

THE COURT REPORTER: Greenville.

MR. MUCKENFUSS: Your Honor, just for procedural we'll renew our motion for directed verdict ---

THE COURT: Yeah, we'll do all that tomorrow.

MR. MUCKENFUSS: Okay. And I don't -- do you have any preference for a jury instructions. I mean, I know there's some unique things here but I mean we could -- I don't know if you have a charge conference or something we can talk about ---

THE COURT: Yeah, we'll do that. If you've got something that you want her to look at ---

MR. MUCKENFUSS: Okay.

THE COURT: --- to plug in, better get it to her.

MR. MUCKENFUSS: Okay.

THE COURT: Okay.

MR. MUCKENFUSS: Thank Your Honor.

THE COURT: Alright, see ya'll tomorrow.

MR. MUCKENFUSS: Thank you.

(Proceedings November 16, 2011)

THE COURT: Have a seat. I've got some charges.

MR. MUCKENFUSS: Your Honor, we don't have any proposed

charges at this time. I'd like to discuss it just in a sense of what is gonna go to the jury.

MR. GRIFFIN: I've got a few.

THE COURT: Yeah, I need to see what you got.

MR. GRIFFIN: Okay.

(Pause.)

THE COURT: Obviously, ya'll didn't have any kind of settlement talks or ---

MR. GRIFFIN: No.

THE COURT: Okay.

MR. MUCKENFUSS: Your Honor, they still have our offer but I haven't heard anything back.

THE COURT: Alright, well I'm gonna let the jury decide, I've about had it.

(Whereupon, counsel handed documents to the Court.)

MR. GRIFFIN: If you're reading over the charges now, I may have given you too many.

THE COURT: Yeah, I am.

MR. GRIFFIN: Okay. If they're duplicates I apologize.

THE COURT: That's alright.

(Pause.)

THE COURT: Alright. I I I don't, I don't know how many of these I can use.

MR. GRIFFIN: Excuse me?

THE COURT: I don't know how many of these I can use.

Hold on one second. Ya'll haven't agreed whether holder in due course applies, right?

MR. MUCKENFUSS: Your Honor, it's our position we've never actually argued that holder in due course is a defense in this case. I, to be honest with you I don't know where that's come from. Our argument in the motion *in limine* that is that under *Rosemond* which has nothing to do with holder in due course that there's no liability for the assignee. In fact, in *Rosemond* actually addresses holder in due course and notes that in that case the defendant was not a holder in due course. I mean, the point under *Rosemond* is common law says that assignees are not liable for affirmative claims, it's only a setoff or a defense and there's no law that contradicts *Rosemond*. Ya know, the cases that Mr. Griffin had submitted *Camp* is a 1979 case that deals with a lawyer suing a creditor for interfering with his contract, has nothin' to do with the actual issue under the attorney preference statute. The other case that he submitted has to do with defenses with the holder in due course doctrine and the Court in that case, I think it's the *Littlejohn* case, the Court ultimately concluded that the the debtor actually waived those issues by agreement and the Court never addressed it so as it relates to Rosemond there has -- Mr. Griffin has not submitted any law to the Court that contradicts or changes the common law of South Carolina which is the assignee which is uncontradicted in this

case, that Deutsche Bank is the assignee of the note, that they cannot sue Deutsche Bank affirmatively for money damages relating to this claim under the attorney preference statute.

MR. GRIFFIN: Your Honor, we allege that affirmative defenses are causes of action as well, therefore we can assert 'em as a defense based on the holder in due course doctrine that basically states the same thing in *Rosemond,* it's up to the amount owed at the time so basically, the statutes in *Rosemond* that they refer to basically re -- as a statute basically states, restates the holder in due course rule.

MR. MUCKENFUSS: But *Rosemond* says that they're not a holder in due course.

THE COURT: Well that note wasn't -- they wouldn'ta been a holder in ---

MR. MUCKENFUSS: Right, ---

THE COURT: --- due course in *Rosemond* so ---

MR. MUCKENFUSS: --- it's a -- and but the Court ---

THE COURT: I mean, look, Article 3 applies to this note and the question is where do you go from there?

MR. MUCKENFUSS: And, Your Honor, and my concern is what is the -- I think clearly in *Rosemond* all they get is a setoff for a defense. I don't know what the jury's deciding. We're not claiming damages.

THE COURT: I don't either, that's the problem. The problem is I don't know what anybody wants me to do. I mean,

this is the derndest thing I've ever seen.

MR. GRIFFIN: Well according to Uniform ---

THE COURT: I can't, I can't, I can't rule that the note was unconscionable 'cuz all I got is her testimony ---

MR. GRIFFIN: Yes.

THE COURT: --- that it was 30 percent. I don't have anything else so unconscionability's out. All I'm really left with as a defensive affirmative defense is the attorney preference ---

MR. GRIFFIN: Yes.

THE COURT: --- but the problem is the attorney preference statute is a part of the Consumer Protection Code and I can order up to $7500 in damages.

MR. GRIFFIN: And under the -- also it provides for actual damages and holder in due course rule states that you can recover up to the amount owed on the loan.

MR. MUCKENFUSS: That's a -- actually, that provision is under the unconscionability part for for Your Honor to award.

THE COURT: Right, that's under Section C.

MR. MUCKENFUSS: Right, so that ---

MR. GRIFFIN: And it's also under Section 36-3-305 as well.

THE COURT: Hold on. I mean, I shoulda had all this stuff before today.

MR. GRIFFIN: Number 3, ---

THE COURT: Wow.

MR. GRIFFIN: --- defenses and claim to recoupment.

MR. MUCKENFUSS: That's all ---

MR. GRIFFIN: Claim in recoupment of the obligor against original payee and ---

MR. MUCKENFUSS: Your Honor, ---

MR. GRIFFIN: --- may be asserted against a transferee of the instrument only to reduce the amount owing on the instrument at the time the action was brought.

MR. MUCKENFUSS: That that actually supports our argument that and this is not a claim for recoupment by the borrower against the original payee. I mean, that's not relevant to this case. I I think the only thing that can happen is if we brought a deficiency claim because in a foreclosure action, Your Honor, we're we're not gonna have to prove the amount of what she owes, all we have to show is she's in default so the setoff issue is not even gonna be relevant. I don't even know how the Court would do that 'cuz we don't even have to show, we we just have to show she's in default, it could be $1, it could be a million dollars. The the only instance where we would actually prove damages against them is if we were seeking a deficiency claim then setoff would apply but in this instance setoff doesn't make any sense. There's absolutely nothing that we're claiming in this case where setoff would apply. I mean, their ---

THE COURT: See, that's the problem. Here's here's the problem, all this set aside, since they're not goin' for a deficiency, if I reduce their note by $7500 which is the max I can do if I find -- if I don't find that it's unconscionable, all I can do is a $7500 setoff on the the underlying note, they still get the house.

MR. GRIFFIN: There's still actual damages figure in attorney preference statute under 36-10-105.

THE COURT: I don't see it and if you point it out to me, that's -- I don't see it. If you find it, tell me.

MR. MUCKENFUSS: Your Honor, it -- there is actual damages for the attorney preference statute. Now she hasn't presented evidence of actual damages, she hasn't ---

MR. GRIFFIN: We've admitted the -- she said she wouldn't have signed all that stuff if she'd known what it meant and we submitted the truth-in-lending statement got everything on there, finance charges, the settlement statement's in evidence and amount of the loan.

MR. MUCKENFUSS: That -- that's a recission claim, Your Honor. If they're gonna claim she wouldn't have signed the note, that's a recission claim. She's not brought that claim in this case ---

MR. GRIFFIN: She's still burdened with that debt.

MR. MUCKENFUSS: And she hadn't paid the debt. I mean, the ---

THE COURT: And that's that's the problem she hasn't paid anything.

MR. MUCKENFUSS: Right. There there are cases where borrowers pay, continue to pay their mortgage payments and if they paid a hundred thousand dollars and then they sue then then you could I would understand a actual damage claim.

THE COURT: Well if if you're halfway through the note and you say, Oh my God I've been paying 30 percent and oh, look at here, the attorney preference wasn't signed correctly then you can go back and try to get a recission or your money back or you're gonna have to charge 'em but ---

MR. MUCKENFUSS: And and in fact, Your Honor, she's lived in the house for five years and there's about $300,000 in mortgage payments she hasn't paid and she's made money on this house, she's rented it out, actually made money on it.

MR. GRIFFIN: Under 37-10-105 states if a creditor violates the provision of the chapter, the debtor has a cause of action other than class action to recover actual damages and also a right to ask another class action to recover from the person violates chapter penalty in the amount of not less than 1500, nor more than 7500, that's in the first paragraph.

THE COURT: Right, to recover actual damages and the right to 7500. There's just no proof of actual damages. I don't have any -- there's nothin' here. You got her testimony that she signed a mortgage and didn't pay it.

MR. GRIFFIN: Also she testified she wouldn't have entered basically to the effect she wouldn't entered into the transaction if she'd gone through the documents.

MR. MUCKENFUSS: And again, I -- that's a recission claim. I mean, she's not brought that claim that she would have -- she had a mortgage she refinanced and she had a debt of $550,000. I mean, did -- and she didn't pay any of the pay -- two payments, that's it and $300,000 later claim that she hasn't, hasn't paid the real estate taxes, hasn't paid the insurance and she's rented it out and made money on it.

THE COURT: I just don't see she's got any damages. I just, I mean, I've looked and trust me I've looked. I'm so frustrated with looking that it's drivin' me crazy but I mean, I I don't see it. So let's assume that there -- I find there's no actual damages and then I offset $7500, it doesn't matter, she's s -- they still get the house so why even go -- I mean, -- well ---

MR. GRIFFIN: The actual damages claim should still go to the jury if there's some evidence there. It's not a recission claim but basically a debt. Consumer Protection Code and also the Uniform Commercial Code set out that it can be reduced to the amount owing, I mean, up to the amount owing could be reduced, that would be a factual issue for the jury.

MR. MUCKENFUSS: That's that's only if it's

unconscionable, Your Honor.

THE COURT: And that's if I find it's unconscionable and I can't find it 'cuz there's nothin' -- she says that it was 30 percent which bothers me but that doesn't mean it's unconscionable.

MR. MUCKENFUSS: Your Honor, it's actually 11 percent on on the note was the interest rate ---

THE COURT: I thought she said 30.

MR. MUCKENFUSS: No, I think she testified it was 11 and the actual mortgage that was introduced as the Exhibit it's 11 percent.

MR. GRIFFIN: Eleven and a half.

MR. MUCKENFUSS: And I I I don't thi -- it's not an unconscionable note just as an aside ---

THE COURT: Well, I mean, yeah I know. I I can't find it's unconscionable 'cuz I -- there's just no proof of it. I don't think you can find proof of it.

MR. MUCKENFUSS: And, Your Honor, we we were plannin' on moving for a directed verdict on the actual damages aspect of it 'cuz there's been no evidence of that so we would argue that should not even go to the jury. At most the jury can decide whether the act was violated and then Your Honor can decide the penalty, I think that's the only issue at, ya know, in play.

THE COURT: Okay. I guess what I'm sayin' is if I decide

the penalty, who cares ---

MR. MUCKENFUSS: I ---

THE COURT: --- it's $7500 and you still get the house.

MR. MUCKENFUSS: And as far as we know the house is worth about 350,000, Your Honor, right now so it's not gonna matter obviously in terms of how that plays out. And not to go back to the settlement issue which is why I thought there's a way for the borrowers right now, sitting here right now to deal with this and and a way for them to leave with cash and get out later, ya know, next year and, ya know, it's it's frustrating that we can't get that done but I know that's not the Court's problem ---

THE COURT: No.

MR. MUCKENFUSS: --- but...Your Honor, we also have a a, ya know, just to preserve the record we're gonna move for sanctions under Rule 56 (g). Ms. Booms submitted an affidavit at summary judgment where she stated that this was not her second home. She actually stated it was her primary residence to defeat summary judgment. Obviously, in court yesterday she without batting an eye admitted this was her primary -- I'm sorry, her second home. Under Rule 56 (g) if they submit a false affidavit to defeat summary judgment, we're entitled to sanctions for having to defend that claim and argue the claim in court. Ya know, my client has been goin' through this for five years to get to this point and those claims were

two-thirds of her lawsuit. Although we haven't discussed them at trial because there's no evidence to support them, it's frustrating from my client's standpoint that we've had to get to trial on the fact that she's claimed that this was her primary residence when she refinanced the loan ---

MR. GRIFFIN: Your Honor, ---

MR. MUCKENFUSS: --- and clear ---

MR. GRIFFIN: --- he he misstated the facts. It just said primarily for personal, family or household use. It doesn't say her primary residence.

MR. MUCKENFUSS: Your Honor, Paragraph 6 of her affidavit she says the residence at issue is not a second home, it was and is my primary residence and it was argued by them to defeat the summary judgment specifically on that point and she has not even attempted to argue at trial that this was her primary residence.

MR. GRIFFIN: What affidavit is he talkin' about? Now the one that I've got dated 2011 Paragraph 6 states, I did not have an attorney ---

MR. MUCKENFUSS: I have ---

MR. GRIFFIN: --- to represent me.

MR. MUCKENFUSS: --- I have a copy right here. In the transcript for the the judge at summary judgment, the judge actually referred to this affidavit. He said the only reason I'm denying summary judgement is because she's created an

issue of fact on whether it's her second home, that's in the transcript. Here's the affidavit.

(Whereupon, counsel handed the document to defense counsel.)

MR. GRIFFIN: This is the one I submitted yesterday, I mean, Monday.

MR. MUCKENFUSS: No, this is in the summary judgment Paragraph 6.

MR. GRIFFIN: That was another ---

MR. MUCKENFUSS: I know but it's it's the summary judgment affidavit. If I may approach, Your Honor.

THE COURT: Yeah.

(Whereupon, counsel handed the document to the Court.)

MR. MUCKENFUSS: This is the affidavit and I have the transcripts from from the hearing and the judge was conflicted on this but ultimately concluded because she submitted that affidavit he had to deny the summary judgment.

THE COURT: Yeah, if you have the transcript, I need -- I mean, if that's why ---

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: --- he ruled that way.

MR. MUCKENFUSS: And, I'm sorry, I I I know I wasn't the lawyer who argued it at the time.

(Whereupon, counsel handed the transcript to the Court.)

(Pause.)

MR. MUCKENFUSS: I'm just tryin' to find the place in the transcript.

(Pause.)

THE COURT: While ya'll find that, Richard, let me ask you something. I'll be right back.

(Whereupon, the judge left the courtroom.)

(Whereupon, the judge returned to the courtroom.)

THE COURT: Alright, here's what I did: I spent all morning thinkin' about and and last night and and I want this on the record and I -- and then I'll let you tell me where there's a break down in logic. She buys a house, she gets a mortgage, she makes two payments, they sue her on foreclosure, they waive their deficiency and let's assume for the purposes of argument that the attorney preference was signed incorrectly and again, I'm repeatin' myself but I just want it on the record clearly, since they're not asking for a deficiency, when they foreclose they'll get the house and if I reduce the note by $7500, it doesn't matter. Is there any break down in that logic from your perspective?

MR. MUCKENFUSS: Not from our perspective, Your Honor.

THE COURT: Okay. If -- tell me where I'm wrong with that. I don't see where she's damaged at all, I mean, literally at all. Whether they were geniuses in waiving the deficiency or whether they just decided they're not gonna get anything, I think that ends her damages. Can you think of any

legitimately?

MR. GRIFFIN: Other than she, other than she's been encumbered with a note and mortgage on the issue and ---

THE COURT: But she didn't pay it.

MR. GRIFFIN: By law she's got till -- but we're unable to get into that because of some courts earlier ruling.

THE COURT: The servicing part.

MR. GRIFFIN: Servicing problem but, uh, ---

THE COURT: I mean, I I think you're in a position defendin' them that you've got to allege all this but then when you get right town to it I can't figure out any damages she got at all, I've looked.

MR. GRIFFIN: Other than the tax issue, that's --- I mean, that's ---

THE COURT: Yeah, and there's nothin' I can do about that. I mean, ya know, whether they send a 1099 or not, um, ---

MR. GRIFFIN: By law they're required to. She's gonna incur about $300,000 in tax liability; as a result the Court can take judicial notice of that of the law.

MR. MUCKENFUSS: And I'm not a tax lawyer, Your Honor, but I I don't know of any law where he could argue that to the jury as damages. I mean, ---

THE COURT: No, you can't 'cuz it's it's a, it's a future ---

MR. MUCKENFUSS: Right.

THE COURT: --- potential debt. It's not really a debt, it's a tax.

MR. MUCKENFUSS: Right, and I -- the 1099 and again, I don't even know if a 1099 would apply here, that's -- I mean, we've waived the deficiency, we haven't settled with her but that -- that's just reporting that this debt has been -- in other words, there's no deficiency, right, there's no ability for us to pursue it, there's no -- we don't know what tax implication that's gonna be. They've not presented any evidence of that, there's nothing -- I I don't know where that would end up, no clue, it's just way in the future and it's completely speculative.

THE COURT: See cu -- 'cuz the the route of my action over this is I've been tryin' to figure out what a jury is gonna do because my concern is what do I charge a jury and how do you do a verdict form. There i -- I mean, ---

MR. MUCKENFUSS: In my opinion, Your Honor, I think the only thing the jury could do is decide as as a factual issue whether Deutsche Bank violated the attorney preference statute then Your Honor could then decide the penalty. I think that is the only ---

THE COURT: Well I think they did. I mean, for the purposes of argument it it co -- shoulda been signed that day.

MR. MUCKENFUSS: Well I I think there's a factual issue. I think she signed -- the the statute says she just has to be informed of her right and a list of lawyers. She doesn't have to sign that document before the closing. She signed the document at closing said she was informed that she had the right to pick a lawyer and was given a list of lawyers.

MR. GRIFFIN: Your Honor, there ---

MR. MUCKENFUSS: There's al -- if I may finish. There's also ---

THE COURT: Well let me tell ya I and I understand what ya -- there's a case that basically talks about, ya know, signin' it on the day of closin's not great. I mean, I I think from my standpoint it wasn't done right but I don't know what remedy that gives 'em other than knockin' off $7500 from the note which I'd do.

MR. MUCKENFUSS: Alright. I agree with that analysis, Your Honor. I mean, the ultimate conclusion I agree with. I mean, we ---

THE COURT: And my concern is -- I mean, ya'lls concern is to defend your clients and represent your claim, mine's the jury tryin' to figure out how -- and and this came to a head lookin' at the charge and the verdict form there isn't anything.

MR. MUCKENFUSS: And, ya know, I think under -- the the jury -- we can't leave today with a judgment against my

client. I think the law clearly states that that that can't happen. I think there could be an offset with the debt if Your Honor applied that, ya know, penalty but the jury can't come back with a judgment against my client. I don't -- it -- there's no actual damages and under *Rosemond*, the only thing Your Honor could do is assert it as an offset against the debt. I think that's the only thing that can happen so it it goes back to what I think what Your Honor just stated at most it's a $7500 offset with what she owes the bank which actually won't matter at all with the foreclosure. It's not ---

THE COURT: The only thing it'll matter with is a 1099 if they send one, it's gotta be ---

MR. MUCKENFUSS: Right.

THE COURT: --- $7500 or less.

MR. GRIFFIN: But the statute -- go back to that 56 she did -- she testified in her deposition that was not intended to be her second home. I, I mean, it, I think it was intent rather than they moved up here, that was intended to be their primary residence so I don't think there's any bad faith here.

MR. MUCKENFUSS: And just, Your Honor, in the transcript you stated during the back and forth that he had withdrawn the unfair tra -- trade practice claim and you stated, Then Section 37, 23, 50 and 70 which were the other Consumer Protection Act claims depend on primary residence, is that correct? And Mr. Griffin said yes. And the only thing before

Your Honor was this affidavit where she says it was and is my primary residence.

THE COURT: You're reading from the transcript?

MR. MUCKENFUSS: This is the transcript, Your Honor.

THE COURT: Yeah.

MR. GRIFFIN: You talkin' about the house in Florida or the one here?

THE COURT: The one here 'cuz ---

MR. GRIFFIN: I ---

THE COURT: --- the affidavit says ---

MR. GRIFFIN: --- I thought it was intended to be her primary residence.

THE COURT: Let's see, the affidavit says the residence at issue is not a secondary home, it was and is my primary residence.

MR. GRIFFIN: What transcript you reading from?

THE COURT: I'm reading from her affidavit of October 27th 2009.

MR. GRIFFIN: Okay, that follows what she said in the deposition at Page 36.

MR. MUCKENFUSS: But it doesn't follow -- that -- that's actually not true, Your Honor, that's not what -- the deposition's not relevant here. She submitted an affidavit to defeat summary judgement and she did and she testified in court under oath at trial that it was not her primary

residence. I don't know how -- I mean, you gotta be pretty clever with I think -- I I I just don't understand how that's not clear-cut.

THE COURT: Well the more I do this job the more I find there's very few things clear-cut although I understand what you're sayin'. Alright, you wanted to make your direct verdict motion, go ahead and make it and we'll go to it.

MR. MUCKENFUSS: Thank you, Your Honor. Your Honor, we'd renew directed verdict motion as it relates to the assignee issue and I don't, certainly will not ---

THE COURT: No, you're okay.

MR. MUCKENFUSS: --- belabor this issue but preserving the record, all the arguments we made as it relates to the assignee under *Rosemond,* she cannot assert affirmative claim that s -- that would go to the jury on damages as it relates to the Attorney Preference Statute. We'd also move for a directed verdict even if some claim did go to the jury, which it shouldn't, we we would also ask for a directed, partial directed verdict as it relates to her actual damages claim. There is no -- there's been no evidence of actual damages in this case, certainly no and we would also submit there's there's no evidence to show causation. If there were actual damages, she's not submitted any evidence that she could have gotten a better loan, she simply has speculated that she wants a better rate and she doesn't want a balloon payment. As --

aside from that they haven't shown the Court or they haven't presented evidence in this trial that well she could have qualified for a better rate. This coulda been the best rate she ever could've gotten with this refinanced loan. They haven't carried their burden as it relates to damages or causation so the only thing that would be left would be a penalty imposed by the Court but we believe this cause of action should not go to the jury under *Rosemond.* At most and and again, we we feel that setoff is not even appropriate because we're not pursuing a deficiency claim. I understand Your Honor's comments in terms of setting off the debt but again none a that will come into play with a foreclosure.

THE COURT: Alright, what about your foreclosure? I mean, ---

MR. MUCKENFUSS: Well, Your Honor, at the conclusion of the counterclaims, we're gonna ask the Court to enter an order of foreclosure. We've submitted all the evidence in terms of the note and the mortgage in this case. Mr. Ruano has testified she's in default, which is undisputed, we have the note and the mortgage, I have the original note and the original mortgage with me here today in court if Your Honor needs to see that so we have the sufficient documents to to get the foreclosure order and we would ask for that order as quickly as possible so we can proceed with the sale of the property.

THE COURT: Alright, and there's no -- she's not paid. I mean, she made two payments so she's definitely in default.

MR. GRIFFIN: That's correct, Your Honor, she made two payments and tried to get a workout, that didn't fly and and next thing ya know got served foreclosure papers and I would move for a directed verdict on the issue of the attorney preference issue on the sixth cause of action.

THE COURT: Okay. Alright, what I'm gonna do is this: I'm gonna grant your directed verdict motion for the foreclosure, I'm gonna grant your directed verdict motion for the $7500 offset against the note and that ends it.

MR. MUCKENFUSS: Thank you, Your Honor.

MR. GRIFFIN: Yes.

MR. MUCKENFUSS: Your Honor, would you like we can submit a proposed foreclosure order, um, ---

THE COURT: Yeah, yeah.

MR. MUCKENFUSS: --- and with regard to our Rule 56 (g) ---

THE COURT: I ---

MR. MUCKENFUSS: -- and we can s -- I can s ---

THE COURT: I'm gonna take a deep breath. I think she filed the affidavit to defeat the summary judgment motion but given the results and given the fact that she's gonna end up losin' this, I -- I'll deny your motions for sanctions.

MR. MUCKENFUSS: Thank Your Honor.

THE COURT: The most I'd do is $7500 offset and eventually it just becomes logically somewhat absurd.

MR. MUCKENFUSS: And, Your Honor, and with that motion just for the record I don't, I don't -- I'm not blaming Mr. Griffin as a lawyer for that ---

THE COURT: A lotta ---

MR. MUCKENFUSS: --- and ---

THE COURT: --- things happen during the course ---

MR. MUCKENFUSS: Yeah.

THE COURT: --- of litigation. We're not gonna worry about that again.

MR. GRIFFIN: Your Honor, the affidavit tracks her deposition testimony and that's what we went by.

THE COURT: Yeah, I'm not, I'm not, I -- I'm not findin' that there's any sanctions. I mean, who heard the ---

MR. GRIFFIN: Judge Drew.

THE COURT: --- summary judgment?

MR. GRIFFIN: Judge Drew.

MR. MUCKENFUSS: And I think Rogers, Townsend, Your Honor, was still representing my client at the time.

MR. GRIFFIN: I think Mr. Townsend was, that was one a his last cases before he retired.

THE COURT: I know why he retired.

(Laughter.)

THE COURT: Alright, that ends it, right?

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: Alright, I'm gonna go let this jury go and then ya'll submit orders.

MR. MUCKENFUSS: Yes, Your Honor.

THE COURT: Okay.

MR. MUCKENFUSS: Thank you.

CERTIFICATE OF REPORTER

I, Margaret A. Woods, Court Reporter in and for the State of South Carolina at Large, hereby certify that I reported the preceding case on November 14, 15 and 16, 2011 at the time and place heretofore set forth; and that the foregoing pages numbered from 5 through 174, inclusive, constitute a true and accurate transcription of my stenographic notes of the said proceeding.

I further certify that I am neither attorney nor counsel for, nor related to or employed by any of the parties connected to the action, nor am I financially interested in the action.

February 14, 2012

Margaret A. Woods 7/24/13

Margaret A. Woods, Court Reporter
in and for the State of South Carolina at Large.

427721

TRUE AND CERTIFIED COPY

3030078884
Return To:
MORTGAGE LENDERS NETWORK USA, INC.
213 COURT ST. MIDDLETOWN, CT 06457

Prepared By:
LIKENS & BLOMQUIST PA
520 Gervais Street Suite 250 Columbus, SC 29201

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100261C-3030078884-0

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 October 25, 2006 together with all Riders to this document.
(B) "Borrower" is
RHONDA K SOONS

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

FILED-CLERK'S OFFICE
ANDERSON SC
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COMMON PLEAS AND
GENERAL SESSIONS

PLAINTIFF'S EXHIBIT
11-15-11 (W)

RTT_000001

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(D) "Lender" is
MORTGAGE LENDERS NETWORK USA, INC.
Lender is a corporation or association
organized and existing under the laws of Delaware
Lender's address is
213 Court St. Middletown CT 06457
(E) "Note" means the promissory note signed by Borrower and dated October 25, 2006
The Note states that Borrower owes Lender Five Hundred Sixty Thousand, Five
Hundred and No/100 ---------- Dollars
(U.S.$ 560,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than November 1, 2036
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."
(G) "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.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

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

(I) "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.
(J) "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.
(K) "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.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "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.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (a) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this

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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.

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY of ANDERSON

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED SCHEDULE A

Parcel ID Number:
3044 WESTWIND WAY
ANDERSON
("Property Address"):

which currently has the address of [Street]
[City], South Carolina 29526-5543 [Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS, 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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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:

1st Witness
ROBERT L. ASHER

2nd Witness
LORA L BLAND

RHONDA K BOOMS (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

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STATE OF ~~SOUTH CAROLINA~~;
County of Volusia

Personally appeared before me Robert L Asher ~~Lora L Bland, Notary Public~~ and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their act and deed, deliver the within written Mortgage; and that he/she with Lora L Bland, Notary Public, witnessed the execution thereof.

Sworn to before me this 25th day of October 2008

My Commission Expires: 11/22/08

Lora L Bland
Notary Public for ~~South Carolina~~ Florida Lora L Bland

X
1st Witness
Robert L. Asher

LORA L. BLAND
Notary Public - State of Florida
My Commission Expires Nov 22, 2008
Commission # DD 374381
Bonded By National Notary Assn.

LEGAL DESCRIPTION

All that piece, parcel or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South Carolina, and being more particularly described as follows:

BEING all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 786, page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina.

Being the same property conveyed by Carl D. Geier and Ann B. Geier to Rhonda Booms dated 1/13/2006 and recorded 3/3/2006 in Book 7234, Page 131 in the Register's Office for Anderson County.

The Parcel/TMS number for said property is 047-00-06-025.

Property address: 5044 West Wind Way, Anderson, SC 29626

RKB

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ADJUSTABLE RATE BALLOON RIDER
30-YEAR TERM/40-YEAR AMORTIZATION
(Assumable during Life of Loan)

THIS ADJUSTABLE RATE RIDER is made this 25th day of October 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to MORTGAGE LENDERS NETWORK USA, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5844 WESTWIND WAY , ANDERSON, SC 29626-5843
[Property Address]

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.4500 %. The Note provides for changes in the interest rate and the monthly payment as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES.

(A) Change Dates

The interest rate I will pay may change on November 1, 2008 and may change on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Fifty-Five Hundredths percentage point(s) (6.55000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on November 1, 2045 (which is called the "Amortization Date") in substantially equal installments at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

Notwithstanding the 40-year amortization period used to calculate my monthly payments, I understand that I must pay all amounts that I owe under this Note in full on or before the Maturity Date, which is approximately 30 years from the date of this Note.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.4500 % or less than 6.4500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) from the rate of interest I have been paying for the preceding 6 months.

My interest rate will never be greater than 18.4500%. My interest rate will never be less than 6.4500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding this notice.

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

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 the 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under this Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. This 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.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Balloon Rider.

RHONDA K BOUNE (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

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SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 25th day of October 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to
MORTGAGE LENDERS NETWORK USA, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:
5044 WESTWIND WAY , ANDERSON, SC 29625-5643

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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 second home.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

RHONDA K BOONS _____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

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1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 25th day of October 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
MORTGAGE LENDERS NETWORK USA, INC.
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
5044 WESTWIND WAY , ANDERSON, SC 29626-5643
[Property Address]

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

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

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

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

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

MIN- 1002610-3030075804-0

3030078804

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

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

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

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

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

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

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

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

Initials: RKD

3030078604

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

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

RHONDA K BOOMS (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Servicing File Imaged by
Wilshire

There are no **ASSIGNMENTS** in the Servicing file.
(1103)

- Please request Assignments from Collateral Department utilizing the 36 screen in **PULSE.**
- For more information on this please contact the Wilshire Collateral Department.

Thank you,
The Imaging Team

TRUE AND CERTIFIED COPY

3030876884

ADJUSTABLE RATE BALLOON NOTE
30-YEAR TERM / 40-YEAR AMORTIZATION
(Assumable during Life of Loan)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

October 25, 2006 [Date] | Columbus [City] | South Carolina [State]

5044 WESTWIND WAY, ANDERSON, SC 29625-5643 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 880,500.00 (this is called "Principal"), plus interest, to the order of the Lender. The Lender is MORTGAGE LENDERS NETWORK USA, INC. . I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.4500 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on December 1, 2006 I will make these payments every month until I have paid all of the Principal and interest and any other charges that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on November 1, 2036 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 10 RESEARCH PARKWAY, WALLINGFORD, CT 06492

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 4,516.51 This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on November 1, 2008 , and may change on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Fifty-Five Hundredths percentage points (6.5500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on November 1, 2036 th is called the "Amortization Date") in substantially equal installments at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

Notwithstanding the 40-year amortization period used to calculate my monthly payments, I understand that I must pay all amounts that I owe under this Note in full on the Maturity Date, which is approximately 30 years from the date of this Note.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.4500 % or less than 6.4500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.0000 %) from the rate of interest I have been paying for the preceding 6 months.

My interest rate will never be greater than 15.4500 %. My interest rate will never be less than 6.4500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayment without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

* Except as set forth in the attached Prepayment Penalty Addendum.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.0000 % of my overdue payment of Principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF THE PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of the conditions read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

PAY TO THE ORDER OF:

WITHOUT RECOURSE

By: MORTGAGE LENDERS NETWORK USA, INC.

ANDREA B. BROWN
CLOSER

RHONDA K BOONE (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

PREPAYMENT PENALTY NOTE ADDENDUM

3030076804

For a valuable consideration, receipt of which is hereby acknowledged the undersigned agree that certain Promissory Note of even date to which this Addendum is attached, shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in said promissory note or the Deed of Trust, Mortgage, Real Estate Mortgage, Security Deed (Security Instrument) securing same.

This Addendum is attached to and made a part of that certain Promissory Note given by
RHONDA K BOOKS

(Borrower) to

MORTGAGE LENDERS NETWORK USA, INC.
(Lender), dated October 25, 2006 , which Note is in the principal amount of
$ 560,500.00

PREPAYMENT PENALTY

After One 1 full year(s) from the date hereof, maker may pre-pay, without penalty, the outstanding principal balance. In the event maker prepays in full the outstanding principal balance and accrued interest during the first One
1 full year(s) from the date hereof, maker shall pay in addition to such prepayment a penalty in an amount equal to a percentage of the principal portion of the amount so pre-paid in accordance with the following:

If paid during the first year from the date hereof, Three percent
(3.0000 %) of the portion of such prepayment equal to the principal amount so prepaid.

Holder shall apply any prepayment first to reduce any interest and charges owing at the time of such prepayment and then to reduce the amount of principal owed under this Note, provided that such balance shall be applied to the principal in reverse order of the due date of each payment and shall not otherwise affect or delay the due date of this next payment under the Note.

Borrower	10/25/2006 Date	Borrower	10/25/2006 Date
RHONDA K BOOKS			
Borrower	10/25/2006 Date	Borrower	10/25/2006 Date

prepyrsn 4/2/97 rev 7/00 1000

Servicing File Imaged by
Wilshire

There is no **TITLE POLICY** in the Servicing file.
(1109)

- Please request Title Policy from Collateral Department utilizing the 36 screen in **PULSE.**
- For more information on this, please contact the Wilshire Collateral Department.

Thank you,
The Imaging Team

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Issued By: The Guarantee Title and Trust Company

Commitment No.: 06NC05532

Effective Date: 10/17/2006 at 8:00 AM

1. POLICY OR POLICIES TO BE ISSUED:

   (a) ALTA Owner's Policy Amount

   Proposed Insured:

   (b) ALTA Loan Policy: Amount $560,500.00

   Proposed Insured: Mortgage Lenders Network, USA, Inc. ISAOA

2. Title to the FEE SIMPLE estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

   Rhonda Boone

3. The land referred to in this Commitment is situated in the State of South Carolina, County of Anderson and is described as follows:

   All that piece, parcel or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South Carolina, and being more particularly described as follows:

BEING all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 766, page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina.

Being the same property conveyed by Carl D. Geier and Ann B. Geier to Rhonda Boone dated 1/13/2006 and recorded 3/3/2006 in Book 7234, Page 131 in the Register's Office for Anderson County.

The Parcel/TMS number for said property is 047-00-06-025. APN# matched

Property address: 5044 West Wind Way, Anderson, SC 29626 legal matched

#2

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-I

Issued On: The Guarantee Title and Trust Company
Commitment No: 06NC05552

The following are the requirements to be complied with:

A. Payment to or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.

B. Instruments in insurable form which must be properly executed, delivered and duly filed for record.

L. The following documents, satisfactory to us, creating the interest in the land and/or the security deed to be insured, must be signed, delivered and recorded:

C. Properly drafted, executed and recorded Mortgage from Rhonda Kay Booms to Mortgage Lenders Network USA, Inc., ISAOA.

1st mtge
po
D. Payment and release of Deed of Trust/Mortgage executed by Rhonda Booms to MERS as nominee for WMC Mortgage Corp., dated 3/1/2006 and recorded on 3/3/2006 in Book 7234 page 134 in the original principal amount of $532,000.00.

E. ALL PAPERS TO BE FILED FOR RECORD IN THE OFFICE OF THE REGISTER OF DEEDS OF ANDERSON COUNTY, SOUTH CAROLINA

F. Homeowners Association dues, due the Westwind Way Homeowners Association.

G. General Real Estate Tax for the year 2006 in the full amount of $4,899.18 are due and payable. General Real Estate Tax bills are mailed in October and are delinquent after January 15, 2007.

Parcel ID #: 047-00-06-025

This commitment is invalid unless Schedules A and B are attached.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B-II

Issued On: The Guarantee Title and Trust Company
Commitment No: 06NC05552

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Conditions, covenants, restrictions, declarations, agreements, zoning, existing highway, sewer, water, electric, pipeline and gas easements or claims of easements affecting the subject property, dependent upon recording within appropriate public records.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters, which would be disclosed by an accurate survey and inspection of the premises. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachments or overlapping of improvements.

4. Easements or claims of easements not shown by the public records.

5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Dower, marital or homestead rights of the spouse(s) of the party(ies) in title, if any.

7. Any acreage shown in the legal description cannot be relied upon without proper survey information supplied to this company.

K 8. N/A Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate of interest or mortgage thereof.

9. Any facts, rights, interests, or claims which are not shown by public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.

10. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the public record.

11. Restrictions, easements, rights of way and/or building lines as shown on map recorded in Plat Slide 766, Page 8, and any and all amendments filed thereto.

12. Restrictive Covenants recorded in Deed Book 19-Z, Page 832 and also in Deed Book 19-Z at page 585, and any and all amendments filed thereto.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex,

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B-II

familial status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, or relates to a handicap, but does not discriminate against handicapped people.

13. Easement(s) and/or Right(s) of Way of record, if any.

14. General Real Estate Taxes for the year 2007 and thereafter. Any special taxes at this date entered against said property on books in the Clerk's or Comptroller's Office for the County of Anderson, State of South Carolina.

General and Special Taxes for the municipality or city, if any, which may be encompassed herein have not been examined.

15. NOTE: THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS GIVEN WITHOUT ASSURANCE OR GUARANTEE:

General Real Estate Taxes for the year(s) 2005 in the full amount of $4,797.80 are paid under Parcel ID #: 047-00-06-025. — ✓ — see sch. B1 — $4879.82 2006 Due.

Final Policy will include ALTA 8.1 & 9 endorsement(s), upon compliance of certain requirements.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Likens & Blomquist, P.A., we require all monies due from the purchase to be in the form of a cashier's check, certified check or wire transfer. The loan closing will not fund until the settlement agent possesses "Good Funds" as defined in the Rules of Professional Conduct (SCRAP407) Rule 1.15(f).

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

✓ The effective date, 10/17/2006, of this commitment is a reflection of the county records available to the general public as of 10/23/2006, the date this search was performed

TYPED BY: cmp

END OF REPORT

LEGAL DESCRIPTION

All that piece, parcel or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South Carolina, and being more particularly described as follows:

BEING all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 768, page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina.

Being the same property conveyed by Carl D. Geier and Ann B. Geier to Rhonda Booms dated 1/13/2008 and recorded 3/3/2008 in Book 7234, Page 131 in the Register's Office for Anderson County.

The Parcel/TMS number for said property is 047-00-06-026.

Property address: 5044 West Wind Way, Anderson, SC 29626

Chain of Title

Deed to Rhonda Booms (Grantee) from Carl D. Geier and Ann B. Geier (Grantor) dated 1/13/2006 and recorded 3/3/2006 in Book 7234 page 131.

Deed to Carl D. Geier and Ann B. Geier (Grantee) from C. Scott Buntin and Karen M. Buntin (Grantor) dated 3/27/1997 and recorded 3/28/1997 in Book 2582 page 283.

09/16/2005 14:45 7849445611 MATIONS TITLE PAGE 07/13

Keep of Title

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FmHA 3. ☑ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
06NC05552	3000076804	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. "Adjustments for Items Unpaid By Seller" are based on estimated amounts, and are subject to adjustment by Borrower(s) and Seller(s) when actual amounts become available.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Rhonda Kay Boone		Mortgage Lenders Network USA, Inc. 3900 MANSELL RD # 425 ALPHARETTA, GA 30022-3691

G. Property Location	H. Settlement Agent	
5044 West Wind Way ANDERSON, SC 29626 Anderson County	I.Keane & Blomquist, PA	
	Place of Settlement: 140 Stoneridge Dr. Suite 420 Columbia, SC 29210	I. Settlement Date: 10/25/06
		Disbursement Date: 10/25/06

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price		401. Contract sales price	
102.		402.	
103. Settlement charges to borrower (line 1400)	14,702.63	403.	
104. Payoff to Mortgage Services	541,084.17	404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106.		406.	
107.		407.	
108.		408.	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	555,786.80	420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Deposit or earnest money	
202. Principal amount of new loan(s)	560,500.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of 1st mtg loan	
205.		505. Payoff of 2nd mtg loan	
206.		506. Payoff of 3rd mtg loan	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210.		510.	
211.		511.	
212.		512.	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	560,500.00	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)	555,786.80	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	560,500.00	602. Less reductions in amt. due seller (line 520)	
303. Cash ☐ To Borrower	4,713.20	603. Cash ☐ To Seller	0.00

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

HUD-1 (3-86)

RKB

L. Settlement Charges					POC	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price $							
701. $							
702. $							
703. $							
704. Commission paid at settlement							
800. Items Payable in Connection With Loan							
801. Loan Origination Fee %	to Family First Mortgage Corporation					2,802.53	
802. Loan Discount %							
803. Appraisal Fee to Affordable Appraisers						325.00	
804.							
805. Tax Service Fee to Mortgage Lenders Network USA, Inc.						50.00	
806. Application Fee to Family First Mortgage Corporation						900.00	
807. Flood Cert Fee to Mortgage Lenders Network USA, Inc.						8.50	
808. Underwriting Fee to Mortgage Lenders Network USA, Inc.						799.00	
809.							
810.							
811. Yield Spread Premium To Family First Mortgage $11,210.00 POCL							
900. Items Required By Lender To Be Paid In Advance							
901. Interest from 10/25/06 to 11/1/06 @ /day						1,015.81	
902. Mortgage Insurance Premium for	months to						
903. Hazard Insurance Premium for	months to Standard Guaranty Insurance Co.					3,857.00	
904. Flood Insurance Premium for	months to						
905.	months to						
1000. Reserves Deposited With Lender							
1001. Hazard Insurance	11	months @ $	321.42	per month		3,535.62	
1002. Mortgage Insurance		months @ $		per month			
1003. Flood Insurance		months @ $		per month			
1004. City Taxes		months @ $		per month			
1005. County Taxes	14	months @ $	408.27	per month		5,715.78	
1006. Condo HA Dues		months @ $		per month			
1007. Special Assessments		months @ $		per month			
1008. Aggregate Adjustment Amount		months @ $		per month		-8,124.09	
1100. Title Charges							
1101. Settlement or Closing Fee to Litaris & Blomquist, PA						250.00	
1102. Abstract or Title Search to Litaris & Blomquist, PA						310.00	
1103. Doc Prep Fee to Litaris & Blomquist, PA						80.00	
1104. Title Insurance Binder to Nations Title Agency of The Carolinas, Inc.						90.00	
1105. Courier Fee to Litaris & Blomquist, PA						50.00	
1106.							
1107.							
1108. Title Insurance to Nations Title Agency of The Carolinas, Inc.						1,056.50	
1109. Lender's Coverage: $ 580,000.00	FEE: 1,056.50						
1110. Owner's Coverage: $	FEE:						
1111.							
1112.							
1113.							
1200. Government Recording and Transfer Charges							
1201. Recording Fees:	Deed:	Mortgage: 31.00		Releases:		31.00	
1202. City/County/stamps:	Deed:	Mortgage:					
1203. State tax/stamps:	Deed:	Mortgage:					
1204.							
1205.							
1300. Additional Settlement Charges							
1301.							
1302.							
1303.							
1304.							
1305.							
1306.							
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)						14,702.65	

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

Rhonda Kay Boone

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

Litaris & Blomquist, PA

10/25/06
Date

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

File #: 06NC05552

TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

LENDER OR LENDER'S AGENT:
MORTGAGE LENDERS NETWORK USA, INC.
213 Court Street
Middletown, CT 06457

☐ Preliminary ☐ Final
DATE: October 25, 2006
LOAN NO.: 3030878894
Type of Loan: CONVENTIONAL

BORROWERS: RHONDA K BOOKS

ADDRESS: 37 TINA MARIA CIRCLE
CITY/STATE/ZIP: PORT ORANGE, FL 32127
PROPERTY: 5044 WESTWIND WAY , ANDERSON, SC 29626-5643

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
11.454 %	$ 1,820,807.54	$ 564,498.19	$ 2,375,006.73

PAYMENT

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE Monthly beginning	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE BEGINNING
24	4,518.81	December 1, 2006			
335	5,583.99	December 1, 2008			
1	398,595.44	November 1, 2035			

DEMAND FEATURE: ☒ This loan does not have a Demand Feature. ☐ This loan has a Demand Feature as follows:

VARIABLE RATE FEATURE:
☐ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in the property located at: 5044 WESTWIND WAY , ANDERSON, SC 29626-5643

ASSUMPTION: Someone buying this property ☐ cannot assume the remaining balance due under original mortgage terms
☒ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

FILING / RECORDING FEES: SEE HUD-1 SETTLEMENT STATEMENT FOR ACTUAL FEE(S)

PROPERTY INSURANCE: ☐ Property hazard insurance in the amount of $ 560500 with a mortgage clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.
Hazard insurance ☐ is ☐ is not available through the lender at an estimated cost of N/A for a N/A year term.

LATE CHARGES: If your payment is more than 15 days late, a late charge of 10.0000 % of the overdue payment will be assessed.

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

See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.

I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

RHONDA K BOOKS 10/25/06
BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

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Date: October 25, 2006 Loan Number: 3030676804
Borrower Name: RHONDA K BOOMS

Property Address: 5044 WESTWIND WAY , ANDERSON, SC 29626-5643

ITEMIZATION OF AMOUNT FINANCED

Please note that this form accompanies your Truth-In-Lending Disclosure Statement ("TIL"), which is a document provided under Federal law. Various states may have their own designation of what comprises the points and fees on your loan. This document does not address those state laws; it is limited to use with your TIL.

Prepaid Finance Charges	
Application Fee:	
Origination Fee:	
Mortgage Broker Fee:	
Discount Points:	
Processing Fee:	
Buydown Amount:	
Prepaid Interest:	1,015.61
Courier/Express Mail:	
Closing/Settlement Fee:	250.00
Attorney Fee:	100.00
Tax Service Fee:	50.00
Flood-Cert. Fee:	6.50
Mortgage Insurance Premium:	
Underwriting Fee:	750.00
Amortization Schedule:	
Attorney Courier Fee:	50.00
Additional Item #1:	
Monthly MI escrow:	
APPLICATION FEE	300.00
LN ORIGIN	2,502.50
WIRE FEE	25.00
Total Prepaid Finance Charges:	5,009.61
Loan Amount:	560,500.00
Less Prepaid Finance Charges:	5,009.61
Equals your Amount Financed:	554,489.19

I hereby acknowledge receiving a copy of this Itemization of Amount Financed.

Borrower Date Borrower Date

Borrower Date Borrower Date

ITEMAF10128 1/04

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower

Co-Borrower

Mortgage and Loan Information

Mortgage Applied for:	Agency Case Number	Lender Case Number
☐ VA ☐ FHA ☐ Conventional ☐ USDA/Rural Housing Service ☐ Other (explain):		3035878884

Amount	Interest Rate	No. of Months	Amortization Type:		
$ 350,500.00	8.450000		☐ Fixed Rate ☐ GPM ☐ ARM (type):	☐ Other (explain):	2/28 40Yr Stated S/N

Property Information and Purpose of Loan

Subject Property Address (street, city, state & ZIP)

5044 WESTWIND WAY , ANDERSON, SC 29626-5643

No. of Units: 1

Legal Description of Subject Property (attach description if necessary)

Year Built: 1986

Purpose of Loan: ☐ Purchase ☒ Refinance ☐ Construction ☐ Construction-Permanent ☐ Other (explain):

Property will be: ☐ Primary Residence ☒ Secondary Residence ☐ Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	$	$	$	$	$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	
2005	$ 350,000.00	$ 540,000.00	Cash-Out/Other	☐ made	☐ to be made
				Cost: $	

Title will be held in what Name(s)
RHONDA K BOONE

Manner in which Title will be held
SOLE

Estate will be held in:
☒ Fee Simple
☐ Leasehold (show expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)

Borrower Information

Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)
RHONDA K BOONE	

Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
[redacted]	[redacted]	[redacted]				/ /	

☐ Married ☒ Unmarried (include single, divorced, widowed) ☐ Separated	Dependents (not listed by Co-Borrower) no. 00 ages	☐ Married ☐ Unmarried (include single, divorced, widowed) ☐ Separated	Dependents (not listed by Borrower) no. ages

Present Address (street, city, state, ZIP) ☒ Own ☐ Rent 4.08 No. Yrs.	Present Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.
37 TINA MARIA CIRCLE PORT ORANGE, FL 32127	
Mailing Address, if different from Present Address	Mailing Address, if different from Present Address

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.	Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.

Borrower Employment Information

Name & Address of Employer ☒ Self Employed	Yrs. on this job	Name & Address of Employer ☐ Self Employed	Yrs. on this job
R. KAY GROUP INCORPORATED 5889 AIRPORT RD STE. 1400 PORT ORANGE, FL 32128	3 Yrs. employed in this line of work/profession 8		Yrs. employed in this line of work/profession
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
C.O.O./VICE PRESID	386-760-8480 x		x

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer ☐ Self Employed	Dates (from - to)	Name & Address of Employer ☐ Self Employed	Dates (from - to)
	Monthly Income $		Monthly Income $
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer ☐ Self Employed	Dates (from - to)	Name & Address of Employer ☐ Self Employed	Dates (from - to)
	Monthly Income $		Monthly Income $
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	$27,500.00	$	$27,500.00	Rent	$	
Overtime				First Mortgage (P&I)		$ 4,518.51
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		321.42
Dividends/Interest				Real Estate Taxes		408.37
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other		
Total	$27,500.00	$	$27,500.00	Total	$	$ 5,248.30

* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income. Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C		Monthly Amount
		$

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed [ ] Jointly [X] Not Jointly

ASSETS Description	Cash or Market Value
Cash deposit toward purchase held by:	$
List checking and savings accounts below	
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
[redacted] RIFT	
Acct. no.	$
Stocks & Bonds (Company name/number & description)	$
Life insurance net cash value	$
Face amount: $	
Subtotal Liquid Assets	$
Real estate owned (enter market value from schedule of real estate owned)	$ 1,250,000.00
Vested interest in retirement fund	$
Net worth of business(es) owned (attach financial statement)	$
Automobiles owned (make and year)	$
Other Assets (itemize)	$
Total Assets a.	$ 1,250,000.00

Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.

LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Company: AMERICAS SERVI	$ Payment/Months	$
Acct. no. 1081127091408	[50441 380	549,288.82
Name and address of Company: FREMONT INVEST	$ Payment/Months	$
Acct. no. 6800238923	5388 360	854,139.00
Name and address of Company	$ Payment/Months	$
Acct. no.		
Name and address of Company	$ Payment/Months	$
Acct. no.		481,475.00
Name and address of Company: CREDIT FIRST N	$ Payment/Months	$
Acct. no. 87148	10	77.00
Name and address of Company: FRST NTNL BNK. «AS:AUTHO USER»	$ Payment/Months	$
Acct. no. 5493860110840	30	741.00
Name and address of Company: APPLIED CARD B	$ Payment/Months	$
Acct. no. 4227088869805	35	723.00
Alimony/Child Support/Separate Maintenance Payments Owed to:	$	
Job-Related Expense (child care, union dues, etc.)	$	
Total Monthly Payments Attached	$ 7,078.00	
[redacted]	$ 385,781.82	Total Liabilities b. $816,781.82

Freddie Mac Form 65 7/98
Fannie Mae Form 1003 7/98
VMP-21N (9607)

Page 2 of 4

Initials: RKB

RTT_000044

3030075804

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
5044 WESTWIND WAY	SFD	590000	540288		5044	783	
37 TINA MARIA CIRCLE	SFD	660000	1035614		5380		
	Totals	1250000	1575903		10424	783	-8,248.08

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name | Creditor Name | Account Number

		Borrower		Co-Borrower	
	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	Yes	No	Yes	No
a. Purchase price	a. Are there any outstanding judgments against you?		X		
b. Alterations, improvements, repairs	b. Have you been declared bankrupt within the past 7 years?		X		
c. Land (if acquired separately)	c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?		X		
d. Refinance (incl. debts to be paid off) 540,288.62	d. Are you a party to a lawsuit?		X		
e. Estimated prepaid items 8,009.13	e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)		X		
f. Estimated closing costs 6,831.50	f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.		X		
g. PMI, MIP, Funding Fee	g. Are you obligated to pay alimony, child support, or separate maintenance?		X		
h. Discount (if Borrower will pay)	h. Is any part of the down payment borrowed?		X		
i. Total costs (add items a through h) 555,129.25	i. Are you a co-maker or endorser on a note?		X		
j. Subordinate financing	j. Are you a U.S. citizen?	X			
k. Borrower's closing costs paid by Seller	k. Are you a permanent resident alien?	X			
l. Other Credits (explain)	l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	X			
m. Loan amount (exclude PMI, MIP, Funding Fee financed) 568,500.00	m. Have you had an ownership interest in a property in the last three years?	X			
n. PMI, MIP, Funding Fee financed	(1) What type of property did you own -- principal residence (PR), second home (SH), or investment property (IP)?	PR			
o. Loan amount (add m & n) 568,500.00	(2) How did you hold title to the home -- solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	S			
p. Cash from/to Borrower (subtract j, k, l & o from i) -5,379.75					

Borrower's Certification and Authorization

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my Loan application, as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X [signature]	10/20/2006	X	10/20/2006

Information for Government Monitoring Purposes

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER		CO-BORROWER	
	I do not wish to furnish this information.		I do not wish to furnish this information.
Ethnicity:	Hispanic or Latino / Not Hispanic or Latino	Ethnicity:	Hispanic or Latino / Not Hispanic or Latino
Race:	American Indian or Alaska Native / Asian / Black or African American / Native Hawaiian or Other Pacific Islander / White	Race:	American Indian or Alaska Native / Asian / Black or African American / Native Hawaiian or Other Pacific Islander / White
Sex:	Female / Male	Sex:	Female / Male

To be Completed by Interviewer

This application was taken by:
- Face-to-face interview
- Mail
- Telephone
- Internet

Interviewer's Name (print or type): JENNIFER ZELINSKI — Date: 10/20/2006

Interviewer's Signature — Date

Interviewer's Phone Number (incl. area code): 843-467-2723

Name and Address of Interviewer's Employer:
Family First Mortgage Corp.
4225 Mayfair Street, Ste. 202
Myrtle Beach, SC 29577

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower: RHONDA K BOOMS	Agency Case Number:
	Co-Borrower:	Lender Case Number: 3030875804

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:	Date	Co-Borrower's Signature:	Date
X	10/20/2006	X	10/20/2006

3030078804

Statement of Assets and Liabilities
(Supplement to Residential Loan Application)

Name RHONDA K BOONE

The following information is provided to complete and become a part of the application for a mortgage in the amount of $ 550,500.00
with interest at 9.4500 %, for a term of 480 months and to be secured by property known as:
Subject Property Address (street, city, state, & ZIP)
5044 VESTVING WAY , ANDERSON, SC 29626-5543
Legal Description of Subject Property (attach description if necessary)
SEE ATTACHED LEGAL DESCRIPTION

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed [ ] Jointly [X] Not Jointly

ASSETS	Cash or Market Value
Description	
Cash deposit toward purchase held by:	$
List checking and savings accounts below	
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Stocks & Bonds (Company name/number & description)	$
Life insurance net cash value	
Face amount: $	$
Subtotal Liquid Assets	$
Real estate owned (enter market value from schedule of real estate owned)	$
Vested interest in retirement fund	$
Net worth of business(es) owned (attach financial statement)	$
Automobiles owned (make and year)	$
Other Assets (itemize)	$
Total Assets a.	$ *SEE URLA*

Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.

LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Company: RIVERSIDE NATI	$ Payment/Months: 288	$ 8,810.00
Acct. no.: 971850025S5		
Name and address of Company: HFC	$ Payment/Months: 202	$ 8,128.00
Acct. no.: 00851659875		
Name and address of Company: SHELL/CITI	$ Payment/Months: 10	$ 148.00
Acct. no.: 35783		
Name and address of Company: BK OF AMER	$ Payment/Months: 289	$ 12,307.00
Acct. no.: 5918200878S448		
Name and address of Company: HSBC NV	$ Payment/Months: 15	$ 316.00
Acct. no.: 5407815025S6		
Name and address of Company: CHRYSLER FINAN	$ Payment/Months: 851	$ 28,511.00
Acct. no.: 10187777072		
Name and address of Company	$ Payment/Months	$
Acct. no.		
Alimony/Child Support/Separate Maintenance Payments Owed to:	$	
Job Related Expense (child care, union dues, etc.)	$	
Total Monthly Payments	$ *SEE URLA*	
Total Liabilities b.	$ *SEE URLA*	$ *SEE URLA*

Freddie Mac Form 65A/Rev. 7/05
Fannie Mae Form 1003A/Rev. 7/05
VMP-21L (0507)
Page 1 of 2 Initials: RKB
VMP Mortgage Solutions, Inc. (800)521-7291

3830078804

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		$	$	$	$	$	$
	Totals	$	$	$	$	$	$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X	10/20/2006	X	10/20/2006

This application was taken by:
- ☐ Face-to-face interview
- ☐ Mail
- ☒ Telephone
- ☐ Internet

Interviewer's Name (print or type)	Name and Address of Interviewer's Employer
JENNIFER ZELINSKI 10/20/2006	Family First Mortgage Corp.
Interviewer's Signature / Date	4228 Mayfair Street, Ste. 202
Interviewer's Phone Number (incl. area code)	Myrtle Beach, SC 29577
843-497-2723	

3030878804

FIRST PAYMENT NOTICE

RHONDA K BOOKS

37 TINA MARIA CIRCLE
PONY ORANGE, FL 32127

Dear Borrower(s):

We wish to take this opportunity to welcome you as a customer and to provide you with the following information regarding your loan.

In accordance with the terms of the Note and Mortgage, your first monthly payment is due and payable on or before December 1, 2008.

Your monthly payment will be as follows:

Principal and Interest	$ 4,518.51
Real Estate Tax	$ 488.27
Hazard Insurance	$ 321.42
PMI Insurance	$
Flood Insurance	$
	$
Total Monthly Payment	$ 5,248.80

As a mortgage customer you should receive a monthly statement approximately five to ten days prior to your first monthly payment due date. In the event that you do not receive a payment statement, please mail your check for the TOTAL PAYMENT amount indicated above to:

Mortgage Lenders Network USA
P.O. Box 27990
Newark, NJ. 07101-7990

If you have any questions, please call our Loan Servicing Department at 1-800-691-0929 between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday or between 9:00 a.m. and 2:00 p.m. on Saturday, EST.

BORROWER(S): I have received a copy of this statement.

RHONDA K BOOKS

FIRST PAYMENT COUPON

NAME: RHONDA K BOOKS LOAN NUMBER: 3030878804
PROPERTY ADDRESS: 1504 DESTINO WAY AMOUNT:
ANDERSON, SC 29621-5648 DUE DATE:

A late charge will be assessed if payment is not received at this designated location by 12/15/08

INTLPAY Inc. 42088

RTT_000049

FROM:

Affordable Appraisal Inc
PO Box 6486
Greenville, SC 29607

Telephone Number: 864-467-5723 Fax Number: 864-467-0268

TO:

Family First Mortgage Corp.

Telephone Number: Fax Number:
Alternate Number: E-Mail:

INVOICE

INVOICE NUMBER
600870VG
DATE
10/5/2006

REFERENCE

Internal Order #:	
Lender Case #:	600870VG
Client File #:	600870VG
Main File # on form:	600870VG
Other File # on form:	600870VG
Federal Tax ID:	
Employer ID:	

DESCRIPTION

Lender: Family First Mortgage Corp. Client:
Purchaser/Borrower: Rhonda Booms
Property Address: 5044 Westwind Way
City: Anderson
County: Anderson State: SC. Zip: 29626-5643
Legal Description: TR 10A Westwind Way

FEES	AMOUNT
Full Appraisal	325.00
SUBTOTAL	325.00

PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
		SUBTOTAL	
		TOTAL DUE	$ 325.00

APPRAISAL OF REAL PROPERTY

LOCATED AT:
5044 Westwind Way
TR 10A Westwind Way
Anderson, SC. 29626-5843

FOR:
Family First Mortgage Corp.
4226 Mayfair Street, Ste 202, Myrtle Beach, SC 29577

AS OF:
9/30/06

BY:
Vicki Lynn Galloway
Affordable Appraisal
P.O. Box 6486
Greenville, SC 9606

Affordable Appraisal
P.O. Box 6486
Greenville, SC 29606

Family First Mortgage Corp.
4228 Mayfair Street, Ste 202, Myrtle Beach, SC 29577

Re: Property: 5044 Westwind Way
Anderson, SC. 29626-6843
Borrower: Rhonda Booms
File No.:

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

Vicki L. Galloway

Vicki Lynn Galloway

SUMMARY OF SALIENT FEATURES

Subject Address	5044 Westwind Way
Legal Description	TR 10A Westwind Way
City	Anderson
County	Anderson
State	SC.
Zip Code	
Census Tract	0110.00
Map Reference	047-00-06-025
Sale Price	$ N/A
Date of Sale	N/A
Borrower/Client	Rhonda Boone
Lender	Family First Mortgage Corp.
Size (Square Feet)	3,581
Price per Square Foot	$
Location	Suburban
Age	21/10 effective
Condition	Good
Total Rooms	8
Bedrooms	3
Baths	3.5
Appraiser	Vicki Lynn Galloway
Date of Appraised Value	9/30/06
Final Estimate of Value	$ 590,000

Uniform Residential Appraisal Report

600670VG
File # 600670VG

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 5044 Westwind Way City Anderson State SC Zip Code 29626-5843
Borrower Rhonda Boone Owner of Public Record Rhonda Boone County Anderson
Legal Description TR 10A Westwind Way
Assessor's Parcel # 047-00-06-025 Tax Year 2006 R.E. Taxes $ 4,696.18
Neighborhood Name None Map Reference 047-00-06-025 Census Tract 0110.00
Occupant ☒ Owner ☐ Tenant ☐ Vacant Special Assessments $ None PUD HOA $ per year per month
Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
Assignment Type ☐ Purchase Transaction ☒ Refinance Transaction ☐ Other (describe)
Lender/Client Family First Mortgage Corp. Address 4226 Mayfair Street, Ste 202, Myrtle Beach, SC 29577
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
Report data source(s) used, offering price(s), and date(s). Subject was purchased by current owner on 1/13/2006. The MLS and County Tax Records were used as sources.

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Refinance

Contract Price $ N/A Date of Contract N/A Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
If Yes, report the total dollar amount and describe the items to be paid. N/A N/A

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Present Land Use %
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE		One-Unit 95 %
Built-Up	☐ Over 75%	☒ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	$ (000)	(yrs)		2-4 Unit %
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	75	Low	1	Multi-Family %
Neighborhood Boundaries North by Hwy 24, South by Dibbins Bridge Road, West by Hartwell Lake, and East by Hwy 187								1,000	High	60	Commercial %
								450	Pred.	25	Other 5 %

Neighborhood Description The subject is located on Hartwell Lake in Anderson. Homes in the area are a combination of styles and designs. No external factors that would effect marketability. The subject is close to schools, fire and police protection.

Market Conditions (including support for the above conclusions) Market condition in the subjects immediate area is stable. The average market time is 60-180 days. There has been some fluctuation of interest rates over the previous months.

Dimensions 297 x 766 x 225 x 208 x 504 Area 4.87 +/- Shape Irregular View Waterfront
Specific Zoning Classification Residential Zoning Description Residential
Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe The highest and best use in the opinion of the appraiser is as a residential property.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	☒	☐	Water	☒	☐	Street Asphalt	☒	☐
Gas	☒	☐	Sanitary Sewer	☐	☒ Septic	Alley None	☐	☐

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone C FEMA Map # 45001302008 FEMA Map Date 1/2/1981
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe
It is the opinion of the appraiser there are none that effect the appraised value of the subject.

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition
Units	☒ One ☐ One with Accessory Unit	☐ Concrete Slab	☒ Crawl Space	Foundation Walls	Brick/Good	Floors HW/CT/Carr/Good
# of Stories	2	☐ Full Basement	☒ Partial Basement	Exterior Walls	Wood/Good	Walls Sheetrock/Good
Type	☒ Det. ☐ Att. ☐ S-Det./End Unit	Basement Area	804 sq. ft.	Roof Surface	Comp/Good	Trim/Finish Wood/Good
	☒ Existing ☐ Proposed ☐ Under Const.	Basement Finish	100 %	Gutters & Downspouts	Yes	Bath Floor Ceramic Tile/Good
Design (Style)	Contemporary	☐ Outside Entry/Exit	☐ Sump Pump	Window Type	Thermals/Good	Bath Wainscot Fiberglass
Year Built	1985	Evidence of	☐ Infestation	Storm Sash/Insulated	Yes	Car Storage ☐ None
Effective Age (Yrs)	10	☐ Dampness	☐ Settlement	Screens	Yes	☒ Driveway # of Cars 4
Attic	☐ None	Heating	☒ FWA ☐ HWBB ☐ Radiant	Amenities	☐ Woodstove(s) # 0	Driveway Surface Asphalt
	☒ Drop Stair ☐ Stairs	☐ Other	Fuel Gas	☒ Fireplace(s) # 3	☐ Fence None	☒ Garage # of Cars 2-2 Car
	☐ Floor ☐ Scuttle	Cooling	☒ Central Air Conditioning	☒ Patio/Deck DP	☐ Porch None	☐ Carport # of Cars
	☐ Finished ☐ Heated	☐ Individual	☐ Other	☒ Pool Inground	☐ Other None	☐ Att. ☒ Det. ☐ Built-in

Appliances ☒ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☒ Microwave ☒ Washer/Dryer ☒ Other (describe) Trash Compactor
Finished area above grade contains: 9 Rooms 3 Bedrooms 3.5 Bath(s) 3,581 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). The subjects additional features are ceiling fans and 3 fireplaces.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). Home is in good condition. Subject has extensive decking, a large pool deck and patio. The subject is a 21 year old home, resulting in an effective age of 10. The condition of the subject was determined by the appraiser per walk-through inspection only. The appraiser is not a professional in the realm of home construction and /or repair. If any further inspection is required a professional home inspector should be consulted.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe
No physical deficiencies or adverse condition that would effect the livability, soundness or structural integrity of the subject. The appraiser only conducted a walk-through visual inspection. The appraiser is not a professional in the realm of home inspection and/or repair.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe
The subject generally conforms to the neighborhood (style, condition and type of construction.)

Form 1004 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Uniform Residential Appraisal Report

600870VG
File # 600870VG

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 0 to $ 0

There are 5 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 205,500 to $ 650,000

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	5044 Westwind Way Anderson, SC 29626-5643	328 Huntington Road Anderson		105 Portman Lane Anderson		101 WINDING RIVER RD. Anderson	
Proximity to Subject		0.58 miles N		3.9 miles NW		2.53 miles NW	
Sale Price	$	N/Av	$ 0.000		$ 650,000		$ 550,000
Sale Price/Gross Liv. Area	$ sq.ft.	$ 230.41 sq.ft.		$ 260.00 sq.ft.		$ 171.88 sq.ft.	
Data Source(s)		MLS # 132159		MLS # 121747		MLS # 117999	
Verification Source(s)		MLS / Tax Records		MLS / Tax Records		MLS Records and Tax Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		Conventional None Noted		Conventional None Noted		Conventional Conventional	
Date of Sale/Time		6/30/06		1/30/06		11/1/2005	
Location	Suburban	Suburban		Suburban		Suburban	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	4.67 +/-	.80 +/-	+5,805	2.48 +/-	+3,315	.80 +/-	+5,805
View	Waterfront	Waterfront		Waterfront		Typical of Area	
Design (Style)	Contemporary	Ranch		Traditional		TRAD./GOOD	
Quality of Construction	Wood	Brick	-5,000	Brick	-5,000	BRICK/STN/WD	-5,000
Actual Age	21/10 effective	8	-20,000	6	-20,000	1-5	-20,000
Condition	Good	Good		Good		Good	
Above Grade Room Count	Total 8 Bdrms 3 Baths 3.5	Total 9 Bdrms 4 Baths 3	+1,500	Total 9 Bdrms 4 Baths 3	+1,500	Total 8 Bdrms 4 Baths 3	+1,500
Gross Living Area	3,581 sq.ft.	2,621 sq.ft.	+34,200	2,500 sq.ft.	+48,845	3,200 sq.ft.	+17,145
Basement & Finished Rooms Below Grade	804 Sq.Ft. ABOVE SQFT.	1218 SQFT. See Addendum	-16,560	2500 SQFT. See Addendum	-57,840	2200 SQFT. N/A	-55,840
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Fwah/Cac/Gas	Fwah/Cac/Ele		Fwah/Cac/Ele		Fwah/Cac/Ele	
Energy Efficient Items	Thermal Win	Thermal		Thermal		Thermal Win	
Garage/Carport	2-2 Car DETAC	3 Att Garage		2 Att Garage	+3,000	2 Att-Garage	+3,000
Porch/Patio/Deck	3 Decking/Patio	Deck/Patio/Sky		Deck/Patio	+4,000	DECK	+5,000
FENCE/POOL	Inground Pool	None	+5,000	None	+5,000	None	+5,000
FIRE PLACE	3 Fireplaces	2 Fireplaces	+1,000	1 Fireplace	+2,000	1 FIRE PLACE	+2,000
ADDITIONAL FEATURES	Dock	Dock		DOCK		DOCK	
Net Adjustment (Total)		☒ + ☐ - $	6,945	☐ + ☒ - $	-35,380	☐ + ☒ - $	-41,390
Adjusted Sale Price of Comparables		Net Adj. 0.9 % Gross Adj. 13.7 % $	655,945	Net Adj. 3.9 % Gross Adj. 24.7 % $	624,820	Net Adj. 7.5 % Gross Adj. 21.9 % $	508,610

☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

The sales of the subject & comparables were analyzed.

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) MLS & Tax Records.

My research ☒ did ☐ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) MLS & Tax Records.

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	1/13/2006	9/22/03	6/8/2001	4/23/2001
Price of Prior Sale/Transfer	$560,000	$450,000	$67,100	$123,000
Data Source(s)	Tax Records	Tax Records	Tax Records	Tax Records
Effective Date of Data Source(s)	Appraisal Effective	Appraisal Effective	Appraisal Effective	Appraisal Effective

Analysis of prior sale or transfer history of the subject property and comparable sales All three comparables are in close proximity to subject. All are closed sales and are considered to be "Arms' Length" transactions. Comparables are given weight according to their net and gross adjustments.

Summary of Sales Comparison Approach The sales comparison has been deemed the best and most accurate approach to indicate the estimate of the subjects market value. The cost and income approaches were considered, however deemed none applicable.

Indicated Value by Sales Comparison Approach $ 590,000

Indicated Value by: Sales Comparison Approach $ 590,000 Cost Approach (If developed) $ Income Approach (If developed) $ 0

The sales comparison has been deemed the best and most accurate approach to indicate the estimate of the subjects market value. The cost and income approaches were considered, however not deemed applicable.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: The appraisal reflects no cost to cure, or cost to complete. The opinion of value is based on subject at time of inspection

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 590,000, as of 9/30/06, which is the date of inspection and the effective date of this appraisal.

Form 1004 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Uniform Residential Appraisal Report

600870VG
File # 600870VG

**** The appraiser is not a professional in the realm of home repair, mold, infestation, foundations, map reading, architectural drawing reading, environmental conditions and/or construction. All information in the report considering the condition of the subject was obtained through a walk-through visual inspection only. If further inspection is required a professional inspector should be consulted.****

*** The MLS, exterior inspection of the comparables, interior of the comparables, interior and exterior inspection of the subject and county tax records were the primary sources used to prepare the report. ***

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The cost is not required by Fannie Mae. The sale comparison approach is the most reliable when there is a sufficient data to support the estimate of value. If insufficient data is available the cost approach may be required to support the sales comparison approach.

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data N/A

Quality rating from cost service N/A Effective date of cost data N/A

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

**** Not required by Fannie Mae ****

OPINION OF SITE VALUE				=$ 0
DWELLING	N/A Sq.Ft. @ $	0.00		=$
	N/A Sq.Ft. @ $	0.00		=$
N/A				=$
Garage/Carport	N/A Sq.Ft. @ $	0.00		=$
Total Estimate of Cost-New N/A				=$
Less	Physical	Functional	External	
Depreciation				=$ ( )
Depreciated Cost of Improvements				=$
"As-is" Value of Site Improvements				=$
N/A				
INDICATED VALUE BY COST APPROACH				=$

Estimated Remaining Economic Life (HUD and VA only) N/A Years

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ N/A X Gross Rent Multiplier N/A = $ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) N/A

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project N/A

Total number of phases N/A Total number of units N/A Total number of units sold N/A

Total number of units rented N/A Total number of units for sale N/A Data source(s) N/A

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion. N/A

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source N/A

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion. N/A

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options. N/A

Describe common elements and recreational facilities. N/A

Form 1004 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Uniform Residential Appraisal Report

600870VG
File# 600870VG

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Form 1004 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Uniform Residential Appraisal Report

600670VG
File # 600670VG

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Form 1004 — "ViaTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Uniform Residential Appraisal Report

File # 600870VG

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER Vicki Lynn Galloway

Signature Vicki L. Galloway

Name Vicki Lynn Galloway

Company Name Affordable Appraisal

Company Address PO Box 6486 Greenville, SC 29606

Telephone Number (864)-467-6723

Email Address vickiLappraisal@earthlink.net

Date of Signature and Report 10/5/06

Effective Date of Appraisal 9/30/06

State Certification # N/A

or State License # A 5210

or Other (describe) N/A State # SC

State SC

Expiration Date of Certification or License 6/30/2007

ADDRESS OF PROPERTY APPRAISED

5044 Westwind Way

Anderson, SC. 29626-5643

APPRAISED VALUE OF SUBJECT PROPERTY $ 390,000

LENDER/CLIENT

Name Thomas Sesko

Company Name Family First Mortgage Corp.

Company Address 4226 Mayfair Street, Ste 202, Myrtle Beach, SC 29577

Email Address thomas@ffrmortgage.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Name Christopher A Cortese

Company Name Affordable Appraisal

Company Address PO Box 6486 Greenville, SC. 29606

Telephone Number (864)-467-6723

Email Address affordableappraisal@gmail.com

Date of Signature 10/5/06

State Certification # N/A

or State License # L 3348

State SC

Expiration Date of Certification or License 06/30/07

SUBJECT PROPERTY

☐ Did not inspect subject property

☐ Did inspect exterior of subject property from street
Date of Inspection

☒ Did inspect interior and exterior of subject property
Date of Inspection 9/30/06

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street

☒ Did inspect exterior of comparable sales from street
Date of Inspection 9/30/06

Form 1004 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

File No. 600670VG

Borrower/Client	Rhonda Booms				
Property Address	5044 Westwind Way				
City	Anderson	County Anderson	State SC	Zip Code	29626-5843
Lender	Family First Mortgage Corp.				

An adjustment was made in the age column for comparables 1,2, 3, 4 and 6 for the comparables superior age.

Adjustments were made in the basement column for comparables 1 through 4. All 4 homes have basements and are located on Hartwell Lake. It is typical in the market for Real Estate Agents to adjust the below grade and above grade square footage into the overal square footage on lake front properties. The appraiser verified per telephone conversation with the listing agentsthe break down of the below and above grade square footage. Verification of this information has been entered into the work file. Separating the above and below grade square footage causes the net and gross adjustments to be excessive.

It is the opinion of the appraiser the acreage on the subject is not all buildable, so an adjustment of $1,500 per acre was made in the site column for all 6 comparables.

File No. 600870VG Page #17

Uniform Residential Appraisal Report

600870VG
File # 600870VG

FEATURE	SUBJECT	COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address	5044 Westwind Way Anderson, SC, 29626-6843	324 Huntington Road Anderson		325 Grandview Terrace Anderson		109 ANDREA PT. Anderson	
Proximity to Subject		0.58 miles N		2.44 miles SW		3.97 miles NW	
Sale Price	$ N/A	$ 549,000		$ 805,000		$ 525,000	
Sale Price/Gross Liv. Area	$ sq.ft.	$ 274.50 sq.ft.		$ 181.08 sq.ft.		$ 140.00 sq.ft.	
Data Source(s)		MLS # 128327		MLS # 1085[illegible]		MLS # 117875	
Verification Source(s)		MLS Records and Tax Records		MLS / Tax Records		MLS Records and Tax Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		Cash None Noted		Conventional None Noted		Conventional None Noted	
Date of Sale/Time		8/28/06		12/8/04	+18,150	12/26/2005	
Location	Suburban	Suburban		Suburban		Suburban	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	4.67 +/-	.80 +/-	+5,805	.77 +/-	+5,850	.58 ACRES	+6,285
View	Waterfront	Waterfront		Waterfront		Waterfront	
Design (Style)	Contemporary	Traditional		Contemporary		Contemporary	
Quality of Construction	Wood	Stone/Vinyl		Wood		STUCCO	
Actual Age	21/10 effective	7	-20,000	15		8-10	-20,000
Condition	Good	Good		Good		Good	
Above Grade Room Count	Total 8 Bdrms. 3 Baths 3.5	Total 7 Bdrms. 4 Baths 3	+1,500	Total 9 Bdrms. 4 Baths 3.5		Total 8 Bdrms. 5 Baths 4	-1,500
Gross Living Area	3,581 sq.ft.	2,000 sq.ft.	+71,145	3,756 sq.ft.	-7,875	3,750 sq.ft.	-7,805
Basement & Finished Rooms Below Grade	804 Sq.Ft. ABOVE SQFT.	1500 SQFT. See Addendum	-27,840	NONE N/A	+32,160	NONE N/A	+32,160
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Fwsh/Cac/Gas	Fwsh/Cac/Ele		Fwsh/Cac/Ele		Fwsh/Cac/Gas	
Energy Efficient Items	Thermal Win	Thermal Win		Thermal Win		Thermal Win	
Garage/Carport	2-2 Car DETAC	2 -2 Det-Garage		None	+7,000	2 ATT-GARAGE	+3,000
Porch/Patio/Deck	3 Decking/Patio	Deck	+8,000	Deck	+5,000	DECK/SCR/PT	
FENCE/POOL	Inground Pool	None	+5,000	None	+5,000	None	+5,000
FIRE PLACE	3 Fireplaces	1 Fireplace	+2,000	1 Fireplace	+2,000	None	+2,000
ADDITIONAL FEATURES	Dock	None	+5,000	Dock		Dock	
Net Adjustment (Total)		☒ + ☐ -	$ 47,810	☒ + ☐ -	$ 67,295	☒ + ☐ -	$ 19,340
Adjusted Sale Price of Comparables		Net Adj. 8.7 % Gross Adj. 28.1 %	$ 596,810	Net Adj. 11.1 % Gross Adj. 13.7 %	$ 672,295	Net Adj. 3.7 % Gross Adj. 14.6 %	$ 544,340

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Date of Prior Sale/Transfer	1/13/2006	12/1/1999	4/30/99	11/30/05
Price of Prior Sale/Transfer	$560,000	$92,000	$425,000	$525,000
Data Source(s)	Tax Records	Tax Records	Tax Records	Tax Records
Effective Date of Data Source(s)	Appraisal Effective	Appraisal Effective	Appraisal Effective	Appraisal Effective

Analysis of prior sale or transfer history of the subject property and comparable sales Additional comparables were used to support the indicated market value.
Comparable 6 was sold to a relocation company on 11/30/05, prior sale was on 7/16/81 for $383,960

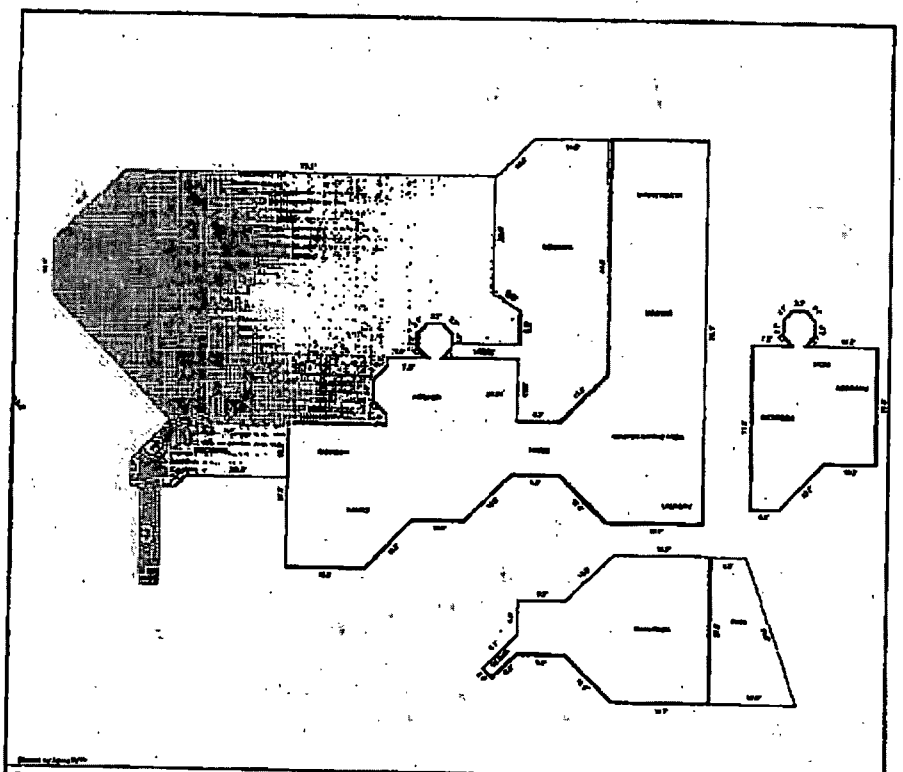
Analysis/Comments ADDITIONAL COMPARABLES WERE ADDED TO THE REPORT TO SUPPORT THE INDICATED MARKET VALUE.

Form 1004.(AC) — "M.TOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

File No. 6008700 Page #13

Building Sketch

Borrower/Client	Rhonda Booms				
Property Address	5044 Westwind Way				
City	Anderson	County Anderson	State SC	Zip Code	29626-5643
Lender	Family First Mortgage Corp.				



Comments:

AREA CALCULATIONS SUMMARY

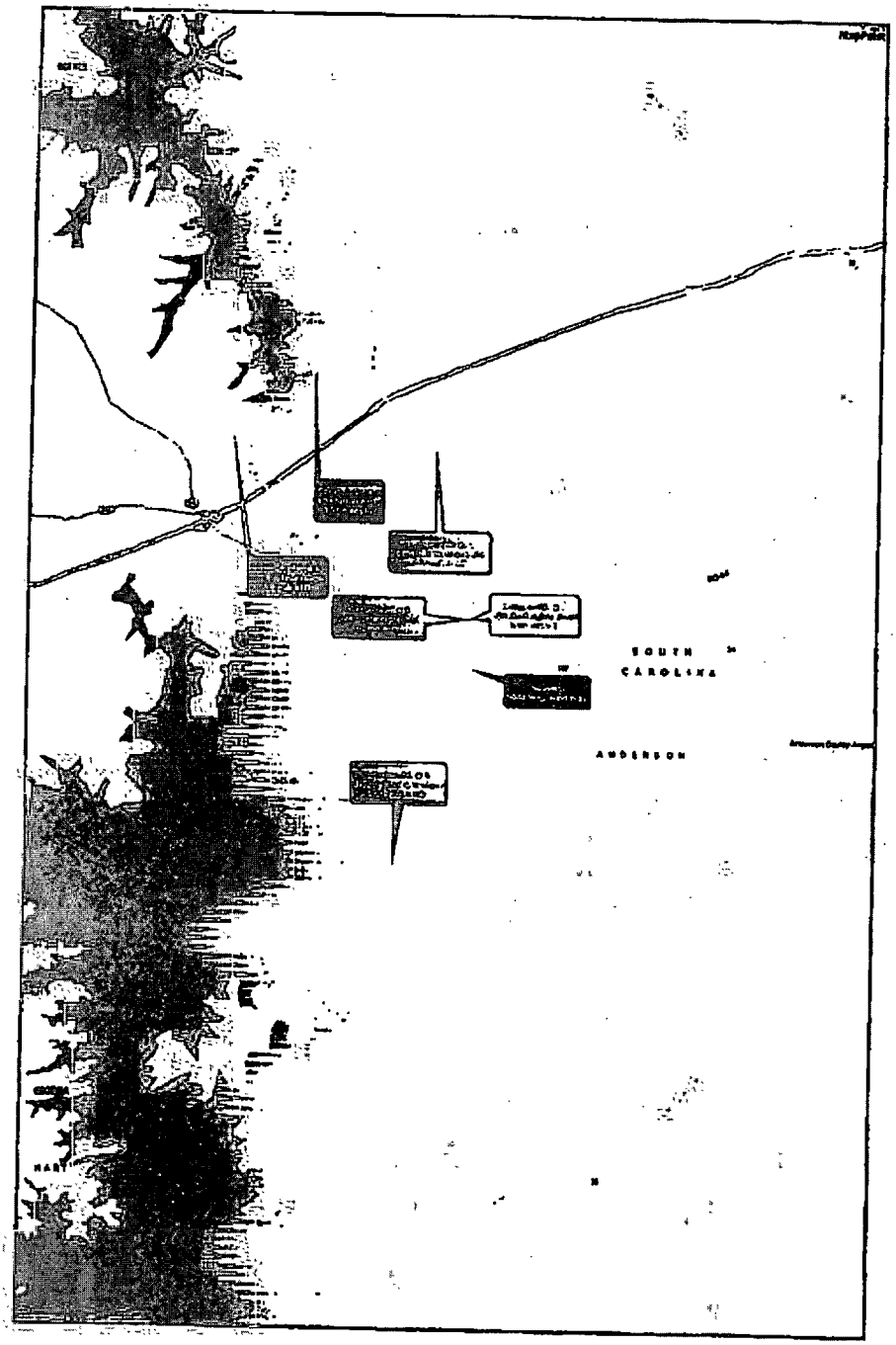
Code	Description	Size	Net Totals
GLA1	First Floor	2912.71	2912.71
GLA2	Second Floor	668.43	668.43
BSMT	Basement	803.55	803.55
P/P	Patio	332.21	
	Deck	1016.68	
	Deck	389.92	
	Patio	3382.15	5139.96
	TOTAL LIVABLE (rounded)		3581

LIVING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
	1.9	x	2.7	5.13
0.5 x	1.9	x	1.9	1.82
0.5 x	1.9	x	1.8	1.82
	18.7	x	72.1	1348.27
	8.9	x	10.5	93.45
	2.6	x	3.7	9.62
0.5 x	2.6	x	2.6	3.38
0.5 x	2.6	x	2.6	3.38
	1.7	x	10.5	17.85
	10.5	x	11.2	116.38
0.5 x	1.8	x	1.8	1.62
	1.8	x	2.7	5.13
0.5 x	1.8	x	1.8	1.62
	1.8	x	2.7	5.13
	2.7	x	4.6	12.38
	13.8	x	21.7	299.46
	8.1	x	18.4	176.54
0.5 x	8.9	x	8.8	39.60
0.5 x	9.3	x	8.9	41.24
20 unlisted calculations				1394.76
39 Calculations Total (rounded)				3581

Location Map

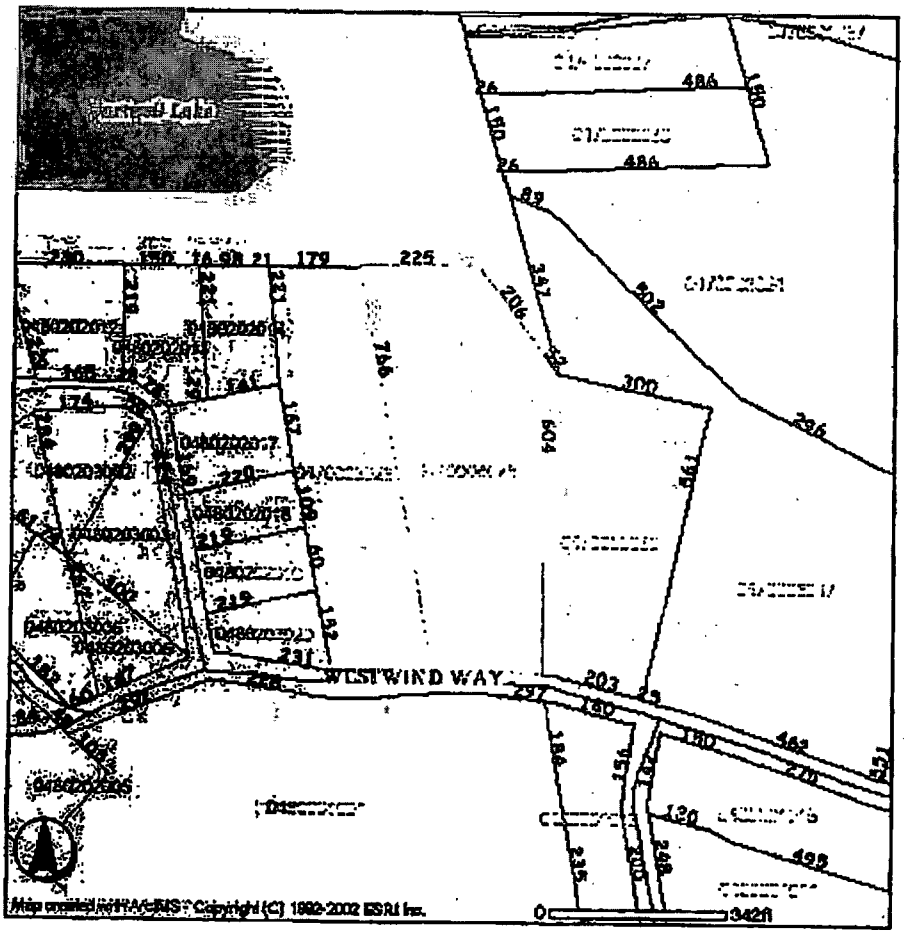
Borrower/Client	Rhonda Booms				
Property Address	5044 Westwind Way				
City	Anderson	County Anderson	State SC	Zip Code	29625-5843
Lender	Family First Mortgage Corp.				



File No. 5008709R1 Form #21

Plat Map

Borrower/Client	Rhonda Booma				
Property Address	5044 Westwind Way				
City	Anderson	County	Anderson	State SC	Zip Code 29626-5649
Lender	Family First Mortgage Corp.				



File No. 600870VG Page #22

Licenses

Borrower/Client	Rhonda Booms				
Property Address	5044 Westwind Way				
City	Anderson	County Anderson	State SC	Zip Code	29626-5843
Lender	Family First Mortgage Corp.				

[redacted]

Licensed Appraiser

A-3345

[redacted]

VICKI LYNN GALLOWAY

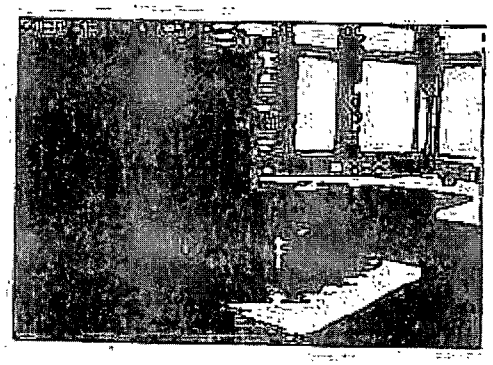
Apprentice Appraiser

A 5210

[redacted]

Subject Interior Photo Page

Borrower/Client	Rhonda Boone				
Property Address	5044 Westwind Way				
City	Anderson	County Anderson	State SC	Zip Code	29626-5843
Lender	Family First Mortgage Corp.				



Subject Exterior

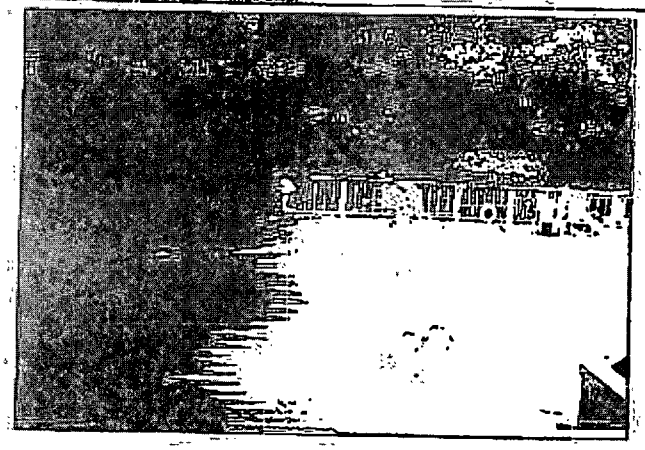
5044 Westwind Way	
Sales Price	N/A
Gross Living Area	3,581
Total Rooms	8
Total Bedrooms	3
Total Bathrooms	3.5
Location	Suburban
View	Waterfront
Site	4.67 +/-
Quality	Wood
Age	21/10 effective

Subject Interior

Subject Interior

Subject Photo Page

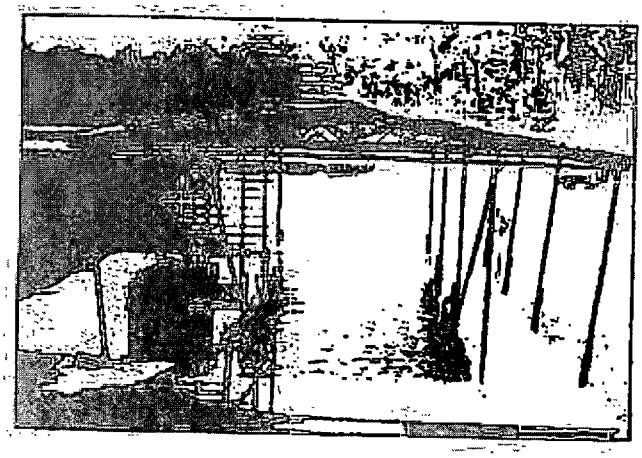
Borrower/Client	Rhonda Boone				
Property Address	5044 Westwind Way				
City	Anderson	County Anderson	State SC	Zip Code 29626-5843	
Lender	Family First Mortgage Corp.				



Subject Pool

5044 Westwind Way

Sales Price	N/A
G.L.A.	3,581
Tot. Rooms	8
Tot. Bedrms.	3
Tot. Bathrms.	3.5
Location	Suburban
View	Waterfront
Site	4.67 +/-
Quality	Wood
Age	21/10 effective

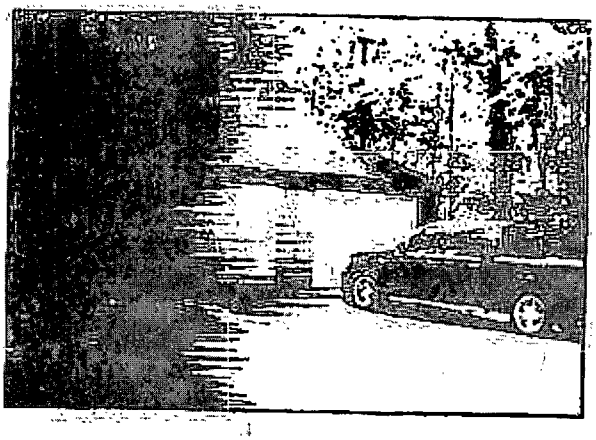


Subject Deck

Subject Decking

Subject Photo Page

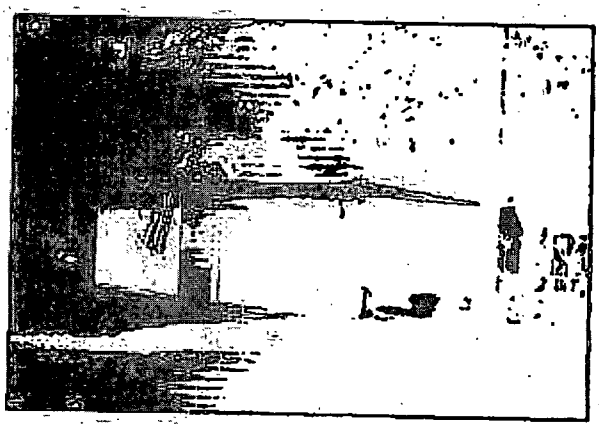
Borrower/Client	Rhonda Booms				
Property Address	5044 Westwind Way				
City	Anderson	County	Anderson	State SC	Zip Code 29626-5843
Lender	Family First Mortgage Corp.				



1 of 2 Garages

5044 Westwind Way

Sales Price	N/A
Gross Living Area	3,581
Total Rooms	8
Total Bedrooms	5
Total Bathrooms	3.5
Location	Suburban
View	Waterfront
Site	4.67 +/-
Quality	Wood
Age	21/10 effective



2 of 2 Garages

Subject Street

Comparable Photo Page

Borrower/Client	Rhonda Boorna				
Property Address	5044 Westwind Way				
City	Anderson	County	Anderson	State	S.C. Zip Code 29626-5843
Lender	Family First Mortgage Corp.				

Comparable 1

326 Huntington Road

Prox. to Subject	0.58 miles N
Sale Price	650,000
Gross Living Area	2,821
Total Rooms	9
Total Bedrooms	4
Total Bathrooms	3
Location	Suburban
View	Waterfront
Site	.50 +/-
Quality	Brick
Age	8

Comparable 2

105 Portman Lane

Prox. to Subject	3.9 miles NW
Sale Price	650,000
Gross Living Area	2,500
Total Rooms	9
Total Bedrooms	4
Total Bathrooms	3
Location	Suburban
View	Waterfront
Site	2.46 +/-
Quality	Brick
Age	6

Comparable 3

101 WINDING RIVER RD.

Prox. to Subject	2.53 miles NW
Sale Price	550,000
Gross Living Area	3,200
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	3
Location	Suburban
View	Typical of Area
Site	.50 +/-
Quality	BRICK/STN/WD
Age	1-5

Comparable Photo Page

Borrower/Client	Rhonda Boone				
Property Address	5044 Westwind Way				
City	Anderson	County Anderson	State SC	Zip Code	29628-5843
Lender	Family First Mortgage Corp.				

Comparable 4

324 Huntington Road
Prox. to Subj. 0.55 miles N
Sales Price 549,000
G.L.A. 2,000
Tot. Rooms 7
Tot. Bedrms. 4
Tot. Baths. 3
Location Suburban
View Waterfront
Site .60 +/-
Quality Stone/Vinyl
Age 7

Comparable 5

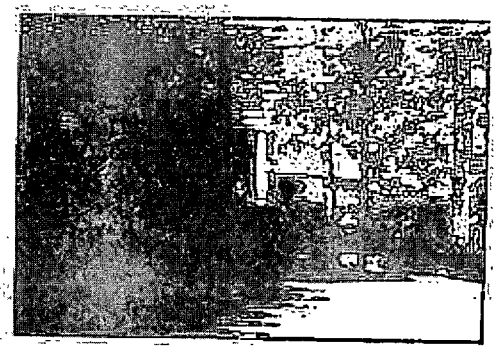
325 Grandview Terrace
Prox. to Subj. 2.44 miles SW
Sales Price 605,000
G.L.A. 3,755
Tot. Rooms 9
Tot. Bedrms. 4
Tot. Baths. 3.5
Location Suburban
View Waterfront
Site .77 +/-
Quality Wood
Age 15

Comparable 6

109 ANDREA PT.
Prox. to Subj. 3.97 miles NW
Sales Price 525,000
G.L.A. 3,750
Tot. Rooms 8
Tot. Bedrms. 5
Tot. Baths. 4
Location Suburban
View Waterfront
Site .58 ACRES
Quality STUCCO
Age 5-10

Subject Photo Page

Borrower/Client	Rhonda Boome				
Property Address	5044 Westwind Way				
City	Anderson	County Anderson	State SC	Zip Code	29626-5643
Lender	Family First Mortgage Corp.				



Subject Front

5044 Westwind Way

Sales Price	N/A
Gross Living Area	3,561
Total Rooms	8
Total Bedrooms	3
Total Bathrooms	3.5
Location	Suburban
View	Waterfront
Site	4.67 +/-
Quality	Wood
Age	21/10 effective

Subject Rear

Subject Street

3030075884

ADDRESS & TELEPHONE VERIFICATION

Property Address

Street: 5044 WestWind Way Email: Richer4641@yahoo.com

City: Anderson State: SC Zip: 29626

Mailing Address

Street: 37 Tiara Maria Circle

City: Ponce Inlet State: FL Zip: 32127

Work Telephones

No Cell Phone Numbers, Please

Borrower: 386-760-0480

Co-Borrower:

Home Telephone

Borrower: 386-304-4803

Co-Borrower:

Personal Cell Phone Numbers

Borrower: 386-871-2635

Co-Borrower:

References

Name: Marceline Fiorini

Relationship: Sister

Residence Address: 232 Bayway Dr Port Orange

Work Phone: Home Phone: 386-871-5781

Name: Jason Stanley

Relationship: Son

Residence Address: 99 West Side Dr. Palm Coast FL

Work Phone: 386-871-5301 Home Phone:

Name:

Relationship:

Residence Address:

Work Phone: Home Phone:

Please complete and sign below to verify that the information provided is correct.

Borrower's Signature

BRONDA K BOONS

Borrower's Signature

Borrower's Signature

Borrower's Signature

TFLVERF 820 REV 0902

Date: October 25, 2005 Loan Number: 3030076804
Borrower Name: RHONDA K BOOKS

Property Address: 5044 WESTWIND WAY ANDERSON, SC 29626-5643
Note Amount: 550,500.00

FEDERAL SECTION 32 WORKSHEET

POINTS AND FEES CALCULATION

Section 32 Finance Charges from HUD:	
Application Fee:	
Origination Fee:	
Mortgage Broker Fee:	
Discount Points:	
Processing Fee:	
Document Preparation Fee	
Buydown Amount:	
Courier/Express Mail:	
Closing/Settlement Fee:	
Attorney Fee:	250.00
Mortgage Insurance Premium:	
Underwriting Fee:	799.00
Amortization Schedule:	
Attorney Courier Fee:	50.00
Additional Item #1:	
Monthly MI escrow:	
APPLICATION FEE	900.00
LN ORIGIN	2,802.50

Total Section 32 Prepaid Finance Charges:		4,860.00
Amount Financed From TIL:	554,914.42	
Minus Real Estate-Related Fees Payable to Lender:		
Document Preparation Fee:		
Section 32 Loan Amount:	554,914.42	
X 8% equals allowable Section 32 Points and Fees:		44,393.15
Amount under (over) the cap, (over) being a High Cost Loan:		39,533.15

FEDERAL SECTION 32 WORKSHEET

DETERMINATION BY YIELD

Treasury Security Yield:	4.9200	
APR from TIL:	11.548	
Section 32 APR Cap:	12.92	
Amount under (over) the cap, (over) being a High Cost Loan:		1.37

NOT A HIGH COST MORTGAGE LOAN

SEC32HC Rev. 03/05

RETURN ALL CLOSING DOCUMENTS TO THE ADDRESS BELOW:

LOAN CLOSING INSTRUCTIONS

MORTGAGE LENDERS NETWORK USA, INC.

Attn: Funding Dept
3500 Mansell Road, Suite 425

Alpharetta GA 30022

Closer : Andrea S Brown
PHONE: 800-685-4882 x30088 FAX: 855-460-2850

Closing Agent:	LIKENS & BLOMQUIST PA	Date:	10/25/2006
Addrss:	520 Gervais Street		
City, State, Zip:	Columbus, SC 29201		
Phone:	803-385-0208	Fax:	803-365-0210
Client Firm:	Family First Mortgage Corp.		
Contact:	JENNIFER ZELINSKI		
Address:	4226 Mayfair Street, Ste. 202 Myrtle Beach, SC 29577		
Phone:	843-457-2723	Fax:	843-916-8894
	Phone:	Fax:	
Borrower:	RHONDA K BOOKS		
Borrower:			
Borrower:			
Borrower:			
Property Address:	5044 WESTWIND WAY		
City, State, Zip:	ANDERSON, SC 29626-5843		
Loan Number:	3030076884 Closing Date: 10/25/2006	Type of Loan:	2/28 40Yr Stated S/S
Term:	480/360 Interest Rate: 8.450%	Prepayment Penalty:	Y / 1
Mortgage Amount:	558,500.00 P & I: 4,518.81	Lien	First
ARM Index:	5.3718 Caps: 3 1 6	Margin:	5.55000

Please prepare, Execute and/or Collect the following items below and return with package:

All closing conditions must be resolved prior to disbursement of funds. "See Below"

(X) Must obtain a legible copy of a Photo ID for each Borrower(s). In the event that a Photo ID is not available or not permitted by law, a loan closing affidavit must be completed by the closing agent.

(X) All funds brought to closing by Borrower must be in the form of certified checks, copy to be returned to Lender with closing package.

COLLECT ALL PROPERTY TAXES DUE NOW.

1030076884

GENERAL INSTRUCTIONS
Requirements for Execution of Documents

1. The loan documents will not be valid if signed by borrower(s) on any date after the loan document date.

2. No changes may be made to any loan document without Lender approval.
3. With Lender approval, all corrections and amendments to documents must be initialed by all borrowers.
4. Borrower(s) must sign all documents in ink (where applicable).

5. Ensure all areas of documents that require a notary and witnesses are properly notarized and witnessed.
6. Borrower(s)/Mortgagor(s) must sign exactly as their name(s) appear on the documents.
   a. If the Borrower(s)/Mortgagor(s) signatures vary from the printed documents, the enclosed Signature Name Affidavit must be signed with each variation.
   b. Names as listed on the Mortgage/Deed of Trust and Riders must appear exactly as listed on Title to the property. PURCHASES: Mortgage/Deed of Trust must appear as Title will be taken.
7. For electronically transmitted closing documents (fax, Digidocs, etc.); closing agent/title company is responsible for verifying all closing documents have been received.

Requirements for Funding Loans

1. See HUD1/HUD1A for distribution of all loan proceeds.
2. Lender has provided you with a HUD for informational purposes. No changes can be made to any figures without the Lender's permission. These changes may affect the APR and/or Section 32 calculations. If this occurs, Lender will provide you with an updated Truth-In-Lending Disclosure and Section 32 Disclosure, if applicable.
3. Review the Net Funding Display form for the correct wire amount.
4. Lender should be in receipt of all closing documents within 24 hours of signing.
5. If the customer rescinds or cancels, the closing agent must contact the region office immediately by telephone,and fax the signed original Notice of Right to cancel to 800-851-7327 If the closing is rescheduled, the closing agent must return the closing package to Lender. Lender will provide a new closing package to the closing agent with the revised closing information.

Please fully complete the Tax Information Detail Form for escrowed and non-escrowed loans and return to Lender with the closing package (Name and address of Taxing Authority is required).

1. Lender must be in receipt of a marked up Title Commitment insuring its successors and assigns ATIMA in the amount of $ 568,500.00 and in 1 lien position.
2. All liens, judgements and past due taxes must be cleared.
   a. Exceptions to real estate taxes can only be listed as "not yet due and payable".
   b. Exceptions to matters which would be shown by an accurate survey or physical inspection of the premises are not acceptable.
   c. Exceptions to mechanics liens are not acceptable.
3. Borrower(s)/Mortgagor(s) name(s) must appear on all documents exactly as it will appear on final Title. In states where spouse must sign to waive homestead, and/or community property rights, spouse must sign Mortgage/Deed of Trust, Riders to the Mortgage, Notice of Right to Cancel, Truth-In-Lending, HUD1/HUD1A, and Section 32 if applicable, or other documents required to give Lender priority over any homestead, dower and/or community property rights afforded by law.
4. Title Commitment issue date cannot be greater than 60 days from funding. If date of issuance or search date is greater than 60 days from funding, GAP language must be provided.
5. Provide a copy of any and all Warranty Deeds, Quit Claim Deeds or additional recordable instruments to document title at closing.
6. Final Alta Policy is required within 60 days of closing. Lender will not accept "short form" policies. The final Alta endorsements on this loan is/are as follows:

	Endorsement	Coverage
	☐ * ALTA 4	Condominiums/Endorsement
	☐ * ALTA 5	PUD's
	☒ * ALTA 6, 6.1	ARM's
	☐ * ALTA 7	Manufactured Housing (see Closing Instructions for manufactured homes)
(*)	☒ ALTA 8.1	EPA- ALL LOANS
	☐ * Form 9	Florida loans
	☒ Balloon Endorsements	Balloon Loans
	☐ Endorsements 100	Restrictions, covenants, and setback lines (CA)
	☐ T42/T42.1	Texas Home Equity Endorsements
(+)	☒ Secondary Marketing Endorsements	All Loans

If the ALTA form is not provided, a like endorsement must be provided with final Title Policy.
If not provided, provide an equivalent Endorsement that insures lender against any loss due to restrictions, encroachments, minerals and if 2(a)(above) is not met, real estate taxes.

3010078804

1. Schedule A or legal description must be included and/or attached to the certified copy of the Deed.
2. Final Title Policy and the original recorded instruments or a town/county sealed True & Certified copy of the recorded instruments must be sent to the Lender c/o Secondary Marketing Operations Department, 213 Court Street, Middletown, CT 06457.

CLOSING DOCUMENTS

Please have the Borrower execute the documents checked below and immediately following execution, deliver Borrower's copies of loan documents to Borrower(s) and overnight original loan documents to:

MORTGAGE LENDERS NETWORK USA, INC.
3800 Mansell Road, Suite 425

Alpharetta GA 30022
ATTN Andrea S Brown

( ) Addendum to Closing Instructions
( ) Closing Instructions for Manufactured Homes
( ) Limited Power of Attorney - Manufactured Homes
(X) Closing Agent Instructions for Automatic Payment
(X) Authorization Form for Automatic Payment
( ) Rate Lock Agreement
(X) Application (To be signed and initialed on each page)
(X) Deed of Trust/Security Deed/Mortgage (1 True Certified Copy, Notarized)
( ) Home Equity Line of Credit Agreement/Note (Properly Executed, Original & 1 Copy)
( ) Balloon Rider (1 True Certified Copy)
( ) Condominium Rider (1 True Certified Copy)
( ) PUD Rider (1 True Certified Copy)
( ) Adjustable Rate Rider (1 True Certified Copy)
(X) Second Home Rider (1 True Certified Copy)
(X) Adjustable Rate Balloon Rider (1 True Certified Copy)
(X) 1-4 Family Rider (1 True Certified Copy)
(X) Note (Properly Executed, Original & 1 Copy)
( ) Balloon Note Addendum (Properly Executed, Original & 1 Copy)
(X) Prepayment Note Addendum (Properly Executed, Original & 1 Copy)
(X) Truth-in-Lending (Original)
(X) Itemization of Amount Financed
( ) Payment Reduction Note Addendum (Properly Executed,Original & 1 Copy)
(X) HUD1/HUD1A & HUD Addendum (Original)
( ) Mortgage Loan Origination Agreement
( ) Original Notice of Right to Cancel (2 Originals to each Signee, 1 Original to Lender)
(X) Title Affidavit (Notarized)
(X) Compliance Agreement
(X) Borrower's Authorization to Release Information
(X) Affidavit of Occupancy (Notarized)
(X) W-9 Form(s)
(X) Signature/Name Affidavit (Notarized)
( ) Second Mortgage Notice
(X) Address & Telephone Verification
( ) Government Monitoring Information Form
( ) 4506 IRS Tax Authorization Form
(X) Initial Escrow Disclosure Statement
(X) Tax Authorization Form (Multi or State Specific)
(X) Tax Information Detail Form
(X) Homeowners Insurance Verification and Authorization
( ) PMI Disclosures
( ) Kansas Loan Selection Agreement (non-UCCC)
( ) Kansas Loan Selection Agreement (UCCC)
(X) Loan Closing Identification Affidavit
(X) Acknowledgement of Certain Pre-Disclosures
( ) Waiver of Marital Rights
( ) Request for Insurance Application (Borr1)
( ) Request for Insurance Application (Borr2)
( ) Option for Life Insurance Notice (Borr1)
( ) Option for Life Insurance Notice (Borr2)
( ) Al Arbitration Disclosure and Agreement
( ) Section 32 Disclosures
( ) State Specific Documents When Applicable
( )_____
( )_____
( )_____

PRE-DISCLOSURE DOCUMENTS

( ) HUD Settlement Booklet
(X) CHARM Booklet
( ) HELOC Booklet
(X) Good Faith Estimate of Settlement Charges
(X) Provider of Service Addendum
(X) RESPA Servicing Disclosure
( ) Home Equity Line of Credit Initial Disclosure
( ) Initial Truth-in-Lending Disclosure Statement
( ) Itemization of Amount Financed
( ) Section 32 Disclosure
(X) Variable Rate Disclosure
( ) PMI Disclosures
( ) Notice to Applicants Regarding Tax Deductibility Disclosure
(X) Appraisal Disclosure
( ) State Specific Documents When Applicable

Closing Agent/Attorney acknowledges the foregoing instructions and understands that failure to properly follow set of instructions may result in legal recourse by MORTGAGE LENDERS NETWORK USA, INC.

_____ Date

_____ Date

3030076804

DEFINITION OF TRUTH-IN-LENDING TERMS

ANNUAL PERCENTAGE RATE

This is not the Note rate for which the borrower applied. The Annual Percentage Rate (APR) is the cost of the loan in percentage terms taking into account various loan charges of which interest is only one such charge. Other charges which are used in calculation of the Annual Percentage Rate are Private Mortgage Insurance or FHA Mortgage Insurance Premium (when applicable) and Prepaid Finance Charges (loan discount, origination fees, prepaid interest and other credit costs). The APR is calculated by spreading these charges over the life of the loan which results in a rate generally higher than the interest rate shown on your Mortgage/Deed of Trust Note. If interest was the only Finance Charge, then the interest rate and the Annual Percentage Rate would be the same.

PREPAID FINANCE CHARGES

Prepaid Finance Charges are certain charges made in connection with the loan and which must be paid upon the close of the loan. These charges are defined by the Federal Reserve Board in Regulation Z and the charges must be paid by the borrower. Non-Inclusive examples of such charges are: Loan origination fee, "Points" or Discount, Private Mortgage Insurance or FHA Mortgage Insurance, Tax Service Fee. Some loan charges are specifically excluded from the Prepaid Finance Charge such as appraisal fees and credit report fees.

Prepaid Finance Charges are totaled and then subtracted from the Loan Amount (the face amount of the Deed of Trust/Mortgage Note). The net figure is the Amount Financed as explained below.

FINANCE CHARGE

The amount of interest, prepaid finance charge and certain insurance premiums (if any) which the borrower will be expected to pay over the life of the loan.

AMOUNT FINANCED

The Amount Financed is the loan amount applied for less the prepaid finance charges. Prepaid finance charges can be found on the Good Faith Estimate/Settlement Statement (HUD-1 or 1A). For example if the borrower's note is for $100,000 and the Prepaid Finance Charges total $5,000, the Amount Financed would be $95,000. The Amount Financed is the figure on which the Annual Percentage Rate is based.

TOTAL OF PAYMENTS

This figure represents the total of all payments made toward principal, interest and mortgage insurance (if applicable).

PAYMENT SCHEDULE

The dollar figures in the Payment Schedule represent principal, interest, plus Private Mortgage Insurance (if applicable). These figures will not reflect taxes and insurance escrows or any temporary buydown payments contributed by the seller.

Initials: BKS

November 3, 2006

RHONDA BOOMS
5044 WEST WIND WAY
ANDERSON, SC 29626

LOAN NUMBER: 3030076804

This correspondence is in regards to your recent loan closing with Mortgage Lenders Network USA, Inc. (MLN). Due to the delayed funding of your loan, the amount of the per diem interest collected as reflected on the HUD-1 Settlement Statement is incorrect.

Attached please find a copy of the HUD-1 that you executed at the loan closing. Please refer to Line 901. The correct information should be interest from 10/27/2006 to 11/01/2006 (5 DAY) at $145.1158 a day for a total of $725.58. The closing agent should have credited the difference in the amounts to you. I have attached a revised HUD-1 Settlement Statement reflecting the corrected change in per diem interest. Please note that the delayed funding will in no way alter or change the terms or conditions of your MLN loan.

We apologize for any inconvenience this may have caused. If you have any questions or concerns relating to this matter, please do not hesitate to contact me at 1-800-995-8802, Extension 30088.

Very truly yours,

Andrea S. Brown
Closing Department

Settlement Statement

Optional Form for
Transactions without Sellers

U.S. Department of Housing and Urban Development

Name & Address of Borrower: RHONDA K BOOMS 37 TINA MARIA CIRCLE PORT ORANGE, FL 32127	Name & Address of Lender: MORTGAGE LENDERS NETWORK USA, INC. 213 COURT ST Middletown, CT 06457
Property Location (if different from above): 5044 WESTWIND WAY ANDERSON, SC 29625-5845	Settlement Agent: LIKENS & BLOMQUIST PA Place of Settlement: 526 Gervais Street Suite 250 Columbus, SC 29201
Loan Number: 3030076806	Settlement Date: October 25, 2006 Funding Date: October 27, 2006

L. Settlement Charges

800.	Items Payable in Connection with Loan			
801.	Loan Origination fee % to			
802.	Loan Disc Fee			
803.	Appraisal Fee to SEE ADDENDUM	325.00		
804.	Credit Report to			
805.	Inspection Fee to			
806.	Mortgage Insurance Application Fee			
807.	Assumption Fee			
808.	Mortgage Broker Fee to			
809.	Yield Spread Prem/Lndr P SEE ADDEND	11,210.00		
810.	Courier/Express Mail			
* 811.	Realty Tax Service Fee SEE ADDENDUM	50.00		
* 812.	Underwriting Fee SEE ADDENDUM	799.00		
813.	PROCESSING FEE SEE ADDENDUM			
* 814.	APPLICATION FEE SEE HUD ADDENDUM	900.00		
* 815.	LN ORIGIN SEE HUD ADDENDUM	2,802.50		
816.	Document Preparation Fee			
817.	Application Fee			
* 818.	Flood - Cert Fee SEE ADDENDUM	8.50		
900.	Items Required by Lender to be Paid in Advance			
*901.	Interest from 10/27/2006 11/1/2006 @$45.1154/day	725.58		
902.	Mtg Ins Premium for months to			
903.	Hazard Ins Prem. for 1 year(s) SEE ADDENDUM	3,857.00		
904.				
905.				
906.				
907.				
908.				
909.				
1000.	Reserves Deposited with Lender			
1001.	Hazard Insurance 11 months @ $ 321.42 /month	3,535.62		
1002.	Mortgage Insurance months @ $ /month			
1003.	City property taxes months @ $ /month			
1004.	County property taxes .14 months @ $ 408.27 /month	5,715.78		
1005.	School taxes months @ $ /month			
1006.	Village taxes months @ $ /month			
1007.	Annual Assessments months @ $ /month			
1008.	months @ $ /month			
1009.	months @ $ /month			
1010.	Aggregate Accounting Adjustment	-6,124.08		
1100.	Title Charges			
* 1101.	Settlement or Closing Fee to SEE ADDENDUM	250.00		
1102.	Abstract or Title Search to SEE ADDENDUM	310.00		
1103.	Title Examination to			
1104.	Title Insurance Binder to SEE ADDENDUM	50.00		
1105.	Document Preparation to SEE ADDENDUM	60.00		
1106.	Notary Fees to			
1107.	Attorney's Fees to (includes A's			
1108.	Title Insurance to (includes A's SEE ADDENDUM	1,066.50		
1109.	Lender's Coverage $			
1110.	Owner's Coverage $			
1111.	Title Endorsement(s) to			
1112.	Bring Down Fee to			
* 1113.	Attorney's Courier Fee to SEE ADDENDUM	50.00		
1114.				
1115.				
1116.				
1117.				
1200.	Government Recording and Transfer Charges			
1201.	Recording Fees:	31.00		
1202.	City / County tax / Stamps			
1203.	State tax / stamps			
1204.	Assignment of Mortgage			
1205.				
1206.				
1300.	Additional Settlement Charges			
1301.	Survey to			
1302.	Pest Inspection to			
1303.	Amortization Schedule Tax			
1304.				
* TOTAL PREPAID FINANCE CHARGES $		5,585.58		
1305.				
1306.				
1307.				
1308.				
1400.	Total Settlement Charges (enter on line 1603)			14,412.40

M. Disbursement to Others SEE ADDENDUM

1501.		
1502.		
1503.		
1504.		
1505.		
1506.		
1507.		
1508.		
1509.		
1510.		
1511.		
1512.		
1513.		
1514.		
1515.		
1531.	TOTAL DISBURSED (enter on line 1603) (Sum totalled)	540,288.82

N. NET SETTLEMENT

1600.	Loan Amount	$ 560,500.00
1601.	Plus Cash / Check from Borrower	$
1602.	Minus Total Settlement Charges (line 1400)	$ 14,412.40
1603.	Minus Total Disbursements to Others (line 1531)	540,288.82
1604.	Equals Disbursement to Borrower (after expiration of any applicable rescission period required by law)	$ 5,798.98

X
Borrower's Signature RHONDA K BOOMS

X
Borrower's Signature

X
Borrower's Signature

X
Borrower's Signature

form HUD-1A (2/94) ref RESPA
UNI-FORM / MLM / HUD1AF04 / 6/04

Settlement Statement
Optional Form for
Transactions without Sellers

U.S. Department of Housing and Urban Development

Name & Address of Borrower:	Name & Address of Lender:
RHONDA K BOOKS 37 TINA MARIA CIRCLE PORT ORANGE, FL 32127	MORTGAGE LENDERS NETWORK USA, INC. 213 Court Street Middletown, CT 06457
Property Location: (if different from above)	Settlement Agent:
5044 WESTWIND WAY ANDERSON, SC 29626-5643	LIKENS & BLOMQUIST PA
	Place of Settlement: 520 Gervais Street Suite 250 Columbia, SC 29201
Loan Number: 3030078804	Settlement Date: October 25, 2006

M. Disbursement to Others Cont'd			
1516.			
1517.			
1518.			
1519.			
1520.			
1521.			
1522.			
1523.			
1524.			
1525.			
1526. AMERICAS SERVI 1061127090408	540,288.82		
1527.			
1528.			
1529.			
1530.			
1531.			
1532.			
1533.			
Assumption Fee			
MLN Texas Discount			

Borrower RHONDA K BOOKS Date

Borrower Date

Borrower Date

Borrower Date

Form HUD-1A (2/94) ref RESPA

UNI-FORM / MLM / HUD-2AF rev 1000 4/02

LOAN NUMBER: 3038978804

LENDER: MORTGAGE LENDERS NETWORK USA, INC.
213 Court St. Middletown CT 06457
LOAN AMOUNT: 388,506.00
BORROWER: RHONDA K BOOMS

PROPERTY ADDRESS: 5844 WESTWIND WAY ANDERSON, SC 29626-5643
DATE: October 25, 2006

COMPLIANCE AGREEMENT:

In consideration of the mortgage loan made by lender to the undersigned, and to induce the lender to make said loan, the undersigned borrower(s), do(es) hereby represent, convenant, and agree as follows:

Upon request by the lender or closing agent for lender, or lender's successors or assigns, the undersigned borrowers(s) will re-execute any document or instrument signed in connection with said loan, or will execute any document or instrument that should have been signed at or before the closing of said loan, or which was incorrectly drafted and/or incorrectly signed, and agrees to fully cooperate in the adjustment or correction of clerical errors and in the execution or correction of any and all loan closing documentation deemed necessary or desirable in the reasonable discretion of the lender, to enable the lender to sell convey, guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation (FHLMC), Department of Housing and Urban Development, Veterans Administration, or any municipal bonding authority, or to properly exercise lender's rights, including, but not limited to, the right to foreclose under the loan documents (the "Required Documents").

Borrower(s) understand and agree that if they do not provide the Required Documents prior to funding, then lender has the option to consider this transaction to be cancelled, in which event no funds will be disbursed to the borrower(s).

Borrower(s) understand and agree that lender may require the signing of Required Documents after the funding of the loan. Borrower(s) further understand and agree that if they do not provide such required Documents to lender within the time frame requested, then the lender has the option to pursue all remedies available to it under the loan documents.

The undersigned borrower(s) do hereby so convenant and agree to the above, in order to assure that all loan documents regularly required at a mortgage closing be executed properly and contain all necessary recitals, and to further assure that the loan documentation executed this day will conform to and be acceptable in the marketplace in the instance of transfer, sale or conveyance by lender of its interest in and to the said loan documentation, and will allow lender to properly exercise its rights under the loan documents.

RHONDA K BOOMS Borrower

Borrower

Borrower

Borrower

AFFIDAVIT OF OCCUPANCY

MORTGAGE LENDERS NETWORK USA, INC.
Lender:

STATE OF Georgia)
) SS
COUNTY OF)

Loan No.:3030078804
Property Address:
5044 WESTWIND WAY
ANDERSON, SC 29626-5942

Before me, the undersigned authority, personally appeared the undersigned Borrowers, (herein so called, whether one or more) who, upon being duly sworn on oath stated the following:

1.1 ( ) The Property is or will be Borrowers' Primary Residence. This means at least one of the Borrowers who executes the Note and Deed of Trust or Mortgage will take title to and occupy the Property. The Property is now occupied as the Borrowers' principal residence or will be occupied as Borrowers' principal residence no later than sixty (60) days after this date or sixty (60) days after the Property shall first become ready for occupancy as a habitable dwelling, whichever is later. The Borrowers have no present intention that is contrary to this representation.

1.2 (x) The Property is or will be the Borrowers' Secondary Residence. A secondary residence is a single family property that either is currently or will be occupied by at least one of the Borrowers in addition to their primary residence. It will not be income producing.

1.3 ( ) The Property is or will be Investment Property. The Property will not be occupied or claimed as a primary or secondary residence by any of the Borrowers, and may produce revenue. Each Borrower now owns, resides on, uses and claims another property or properties which, under the laws of the state in which such properties are located, are entitled to receive homestead exemptions for taxes and/or creditor claims.

2. If the Borrowers have indicated that the Property is their primary residence, the Borrowers represent that (i) they have no present intent to sell, lease, rent or otherwise dispose of said Property, (ii) upon occupancy of the Property they will not have any other permanent and primary residence, and (iii) the Property is not to be used for investment purposes. The Borrowers agree to furnish to MORTGAGE LENDERS NETWORK USA, INC. (the "Lender") upon Lender's request, evidence satisfactory to Lender of their continuing occupancy of the Property as their permanent full time residence.

3. Lender has advised the Borrowers that it has originated the Loan in reliance upon the occupancy status being as represented above, and that in consideration of Lender making the Loan, the Borrowers hereby agree to indemnify Lender and hold Lender harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, to which Lender may be put or which Lender may incur by reason of or in connection with the Borrowers' misrepresentation as to their occupancy of the Property. Borrowers understand that in the event they have misrepresented their occupancy of the Property, Lender may be entitled to receive from the Borrowers an amount sufficient to reduce the principal amount of the Loan to the maximum amount allowed for non-occupant owners under applicable regulations or industry guidelines.

4. Borrowers further acknowledge that they have read and understand the following:

18 United States Code Section 1014:

"Whoever knowingly makes any false statement or report...for the purpose of influencing in any way the action of...any institution the accounts of which are insured by the Federal Deposit Insurance Corporation the Office of Thrift Supervision, any Federal home loan bank, or the National Credit Union Administration Board...upon any application...or loan...shall be fined not more than $1,000,000 or imprisoned not more than 30 years, or both.

5. The agreements and convenant contained herein shall survive the closing of the Loan.

(Borrower) RHONDA K BOONE

(Borrower)

(Borrower)

(Borrower)

SWORN and SUBSCRIBED TO before me on the 25th day of October, 2006

LORA L BLAND
Notary Public - State of Florida
My Commission Expires Nov 22, 2008
Commission # DD 374381
Bonded By National Notary Assn.

Notary Public, State of Florida

My Commission Expires: 11/22/08

Printed Name of Notary: Lora L Bland

affidoc 6/98 rev 3/01

Form **W-9** (Rev. November 2005) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

RHONDA K BOOMS

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

37 TINA MARIA CIRCLE

Requester's name and address (optional)

City, state, and ZIP code

PORT ORANGE, FL 32127

List account number(s) here (optional)

3030076804

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number [redacted]

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/25/06

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations section 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or the other owner of a grantor trust and not the trust, and

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding.

See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

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9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

RKD

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[3]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or single-owner LLC	The owner[3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner[3]
7. A valid trust, estate, or pension trust	Legal entity[4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. The authority to disclose information to combat terrorism expired on December 31, 2003. Legislation is pending that would reinstate this authority.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

RTT

SIGNATURE/NAME AFFIDAVIT

DATE: October 25, 2006

LOAN #: 3038076884

BORROWER: RHONDA K BOONE

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW. (This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

RHONDA K BOONE (Print or Type Name) — Rhonda K Boone (Signature)

(Print or Type Name) — (Signature)

(Print or Type Name) — (Signature)

(Print or Type Name) — (Signature)

(If applicable, complete the following.)

I AM ALSO KNOWN AS:

RHONDA KAY BOONE (Print or Type Name) — Rhonda Kay Boone (Signature)

STROMBECK (Print or Type Name) — Strombeck (Signature)

BOONE RHONDA (Print or Type Name) — Boone, Rhonda (Signature)

(Print or Type Name) — (Signature)

and that RHONDA K BOONE, RHONDA KAY BOONE, STROMBECK BOONE RHONDA, are one and the same person.

State of Florida
County of Volusia

Subscribed and sworn (affirmed) before me Lora L Bland, this 25th day of October, 2006.

Notary Public Lora L Bland
Notary Public printed for the State of Florida
County of Volusia
My Commission Expires: 11/22/08

LORA L. BLAND
Notary Public - State of Florida
My Commission Expires Nov 22, 2008
Commission # DD 374381
Bonded By National Notary Assn.

L3046i 2/99

ACKNOWLEDGMENT OF CERTAIN PRE-DISCLOSURES

Date: October 25, 2006 Re Loan #: 3020876804

Borrower(s) RHONDA K ROOMS

Property Address
8044 WESTWIND WAY , ANDERSON, SC 29626-5649

In accordance with the Truth-in-Lending Act, the Real Estate Settlement Procedures Act, and Equal Credit Opportunity Act, MORTGAGE LENDERS NETWORK USA, INC. (lender) has provided you with specific disclosures within three days of application.

- Good Faith Estimate of Settlement Charges
- Provider of Service Addendum
- RESPA Servicing Disclosure (Applicable to 1st Mtg Loan Applicants Only)
- Initial Truth-in-Lending Disclosure Statement (Home Purchases Only)
- Variable Rate Disclosure (if applicable)
- Appraisal Disclosure
- PMI Disclosures (if applicable)

By signing below you are acknowledging receipt of the above listed documents in the time frame required.

Borrower	Date	Borrower	Date
RHONDA K ROOMS			
Borrower	Date	Borrower	Date

pradisc 10-1-02

3030076804

GOOD FAITH ESTIMATE

Lender: MORTGAGE LENDERS NETWORK USA, INC.
Address: 213 Court Street
Middletown, CT 06457
Applicant(s): RHONDA K BOONE

Property Address: 5044 WESTWIND WAY
ANDERSON, SC 29625-5643

Sales Price:
Base Loan Amount: 560,500.00
Total Loan Amount: 560,500.00
Type of Loan: CONV
Date Prepared: 10/20/2005

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

ITEMS PAYABLE IN CONNECTION WITH LOAN			ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
801 Loan Origination Fee	%)	$	901 Interest for 20 day @ $ 165.07 per day		$ 3,301.58
802 Loan Disc Fee	%)	$	902 Mortgage Insurance Premium		$
803 Appraisal Fee		$ 325.00	903 Hazard Insurance Premium		$ 4,500.00
804 Credit Report		$	904		$
805 Lender's Inspection Fee		$	905		$
806 Application Fee for PMI		$	906		$
807 Loan Assumption Fee		$	907		$
808 Mortgage Broker Fee		$	RESERVES DEPOSITED WITH LENDER		
809 Yield Spread Premium	11,210.00	$	1001 Haz Ins Prem	@ $ 375.00	$ 4,875.00
810 Courier/Express Mail		$			$
811 Tax Related Service Fee		$ 50.00	City Tax Res	@ $	$
812 Underwriting Fee		$ 799.00	School Tax Res	@ $	$
* 813 PROCESSING FEE		$	Village Tax Res	@ $	$
* 814 APPLICATION FEE		$ 900.00		@ $	$
815 LN ORIGIN		$ 2,802.50			
* 816 Doc Prep Fee to:		$			
* 817 Application Fee		$			
*818 Flood Cert Fee		$ 8.50			

TITLE CHARGES		
1101 Closing or Escrow Fee		$
1102 Abstract or Title Search		$ 185.00
1103 Title Examination		$
1104 Title Insurance Binder		$ 75.00
1105 Document Preparation Fee		$
1106 Notary Fee		$
*1107 Attorney Fees		$ 385.00
1108 Title Insurance		$ 1,681.50
1111 Title Endorsement(s)		$
1112 Bring Down Fee		$
*1113 Attorney Courier Fee		$ 50.00
1114		$
1115		$
1116		$
GOVERNMENT RECORDING & TRANSFER CHARGES		
1201 Recording Fees:		$ 100.00
1202 City/County Tax/Stamps:		$
1203 State Tax/Stamps:		$
1204 Assignment of Mortgage		$
1205		$
1206		$
ADDITIONAL SETTLEMENT CHARGES		
1301 Survey		$
1302 Pest Inspection		$
1303 Amortization Schedule		$
1304		$
1305		$
1306		$
1307		$
TOTAL ESTIMATED SETTLEMENT CHARGES		$ 20,456.35

TOTAL ESTIMATED FUNDS NEEDED TO CLOSE		
Downpayment		$
Est. Closing Costs		$ 7,371.50
Est. Prepaid Items/Reserves		$ 13,084.85
OTHER: DEBT BEING REFI'D		$
TOTAL EST. FUNDS NEEDED TO CLOSE		$ 20,456.35

*TOTAL PREPAID FINANCE CHARGES $ 8,386.58

MORTGAGE LENDERS NETWORK USA, INC.

THIS SECTION TO BE COMPLETED BY LENDER ONLY IF A PARTICULAR PROVIDER OF SERVICE IS REQUIRED. Use of the particular provider is required and the estimate is based on charges of the provider.

ITEM NO.	NAME & ADDRESS OF PROVIDER	TELEPHONE NO.	NATURE OF RELATIONSHIP
	MORTGAGE LENDERS NETWORK USA, INC.		

WILL ALLOW YOU TO CHOOSE A PROVIDER FROM A LENDER-CONTROLLED OR APPROVED LIST; IF NO CHOICE IS MADE BY YOU, THE LENDER WILL CHOOSE THE PROVIDER FROM THIS LIST THAT IS DISCLOSED ON THE ATTACHED ADDENDUM.

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender. The undersigned acknowledges receipt of the booklet "Settlement Costs," and if applicable the Consumer Handbook on ARM Mortgages.

Applicant Date Applicant Date

Applicant Date Applicant Date

☐ This Good Faith Estimate is being provided by , a mortgage broker, and no lender has yet been obtained. A lender will provide you with an additional Good Faith Estimate within three Business Days of the receipt of your loan application.

30306076804

GOOD FAITH ESTIMATE

Lender: MORTGAGE LENDERS NETWORK USA, INC.
Address: 219 Court Street
Middletown, CT 06457
Applicant(s): BRENDA K BOOKS

Property Address: 5044 WESTWIND WAY
ANDERSON, SC 29626-8643

Sales Price:
Base Loan Amount: 560,000.00
Total Loan Amount: 560,000.00
Type of Loan: CONV
Date Prepared: 10/25/2006

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

801 Loan Origination Fee (%)	$	1101 Closing or Escrow Fee	$ 280.00
802 Loan Discount Fee		1102 Abstract or Title Search	
803 Appraisal Fee	$ 325.00	1103 Title Examination	$
804 Credit Report		1104 Title Insurance Binder	$ 80.00
805 Lender's Inspection Fee	$	1105 Document Preparation Fee	$ 50.00
806 Application Fee to Fund	$	1106 Notary Fees	$
807 Loan Assumption Fee	$	1107 Attorney Fees	$ 180.00
808 Total Broker Fee		1108 Title Insurance	$ 1,068.80
809 Yield Spread Premium 11,219.005		1111 Title Endorsement(s)	$
810 Courier Expense		1112 Loan Tie-in Fee	$
811 Tax Related Service Fee	$ 50.00	1113 Attorney Courier Fee	$ 50.00
812 Underwriting Fee	$ 495.00	1114 Wire Transfer Fee	$
* 813 PROCESSING FEE	$	1115	$
* 814 APPLICATION FEE	$ 595.00	1116	
815 LN ORIGIN	$ 2,802.50	1117 Attorney Fees	$ 35.00
* 816 Doc Prep Fee	$ 250.00	1202 City/County Tax/Stamps:	$
* 817 Application Fee	$	1203 State Tax/Stamps:	$
818 Flood Cert	$ 16.50	1204 Assignment of Mortgage	$
		1205	$
901 Interest for 7 day @ $ 145.11 per day	$ 1,015.81	1206	$
902		1207 Survey	$
903 Hazard Insurance Premium	$ 1,857.00	1208 Inspection Fee	
904		1209 Inspection Schedule	
905	$	1210 KITCHEN & BEDROOMS	$ 25.00
906		1211	$
907	$	1212	$
1001 Haz Ins Prem 17 mo	$ 321.42 $ 5,359.50	1213	$
1002		TOTAL ESTIMATED SETTLEMENT CHARGES	$ 20,855.71
City Tax Res @	$		
1003			
Village Tax Res @	$		
1004			
@	$		

Downpayment	$
Deposit	$ 6,000.00
Est. Prepaid Items/Reserves	$ 14,124.21
OTHER DEBTS BEING PAID OFF	
TOTAL EST. FUNDS NEEDED TO CLOSE	$ 20,855.71

TOTAL PREPAID FINANCE CHARGES $ 20,000.850

MORTGAGE LENDERS NETWORK USA, INC.

THIS SECTION TO BE COMPLETED BY LENDER ONLY IF A PARTICULAR PROVIDER OF SERVICE IS REQUIRED. Use of the particular provider is required and the estimate is based on charges of the provider.

ITEM NO.	NAME & ADDRESS OF PROVIDER	TELEPHONE NO.	NATURE OF RELATIONSHIP
	MORTGAGE LENDERS NETWORK USA, INC.		

FEDERAL LAW MAY ALLOW YOU TO CHOOSE A PROVIDER FROM A LENDER CONTROLLED OR APPROVED LIST; IF NO CHOICE IS MADE BY YOU, THE LENDER WILL CHOOSE THE PROVIDER FROM THIS LIST THAT IS DISCLOSED ON THE ATTACHED ADDENDUM.

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender. The undersigned acknowledges receipt of the booklet "Settlement Costs," and if applicable the Consumer Handbook on ARM Mortgages.

Applicant 10/25/06 Date — Applicant Date

Applicant Date — Applicant Date

☐ This Good Faith Estimate is being provided by , a mortgage broker, and no lender has yet been obtained. A lender will provide you with an additional Good Faith Estimate within three Business Days of the receipt of your loan application.

Date: 10/25/2006	Loan Number: [illegible]
Lender Name: MORTGAGE LENDERS NETWORK USA, INC.	
Lender Address: 213 Court Street Middletown, CT 06457	
Borrower(s) Name: RHONDA K SOONS	
Property Address: 5644 WESTWIND WAY ANDERSON, SC 29625-5643	

	Experian Credit Solutions INC. 4 Executive Campus Suite 200 Cherry Hill, NJ 08002	800-831-4094	CREDIT BUREAU
	Affordable Appraisal Services P.O. BOX 6486 Greenville, SC 29607	864-467-8723	APPRAISER
	LIKENS & BLOMQUIST PA 528 Gervais Street Suite 250 Columbus, SC 29201	803-765-0200	CLOSING AGENT
	FIRST AMERICAN FLOOD DATA SERVICES 11802 BURNET ROAD, SUITE 400 AUSTIN, TX 78758-2302	800-447-1722	FLOOD DETERMINATION

Borrower RHONDA K SOONS 10/25/06 Date

Borrower Date

Borrower Date

Borrower Date

-277 (0301) 1/03

VMP MORTGAGE FORMS - (800)521-7291

RTT_000091

RESPA SERVICING DISCLOSURE

3030078698

Date Prepared: October 25, 2005

Lender: MORTGAGE LENDERS NETWORK USA, INC.
213 Court Street
Middletown, CT 06457

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, *whether or not your loan servicing is transferred.* If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Estimates

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:

☒ We may assign, sell or transfer the servicing of your loan while the loan is outstanding. ☐ We are able to service your loan and we ☐ will ☐ will not ☐ haven't decided whether to service your loan.

OR

☐ We do not service mortgage loans, ☐ and we have not serviced mortgage loans in the past three years.

☐ We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.

☐ We assign, sell or transfer the servicing of some of our loans while the loan is outstanding depending on the type of loan and other factors. For the program you have applied for, we expect to:

☐ sell all of the mortgage ☐ retain all of the mortgage servicing

☐ assign, sell or transfer _____ % of the mortgage servicing

2. For all the first lien mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between:

__X__ [0 to 25%] or [NONE] _____ 26 to 50% _____ 51 to 75% _____ [76 to 100%] or [ALL]

This estimate ☐ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries. is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. ☐ We have previously assigned, sold or transferred the servicing of federally related mortgage loans.

OR

☒ This is our record of transferring the servicing of the first lien mortgage loans we have made in the

Year	Percentage of Loans Transferred (Rounded to nearest quartile - 0%, 25%, 50%, 75%, or 100%)
03	NOMINAL %
04	NOMINAL %
05	25 %

This information ☐ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries.

MORTGAGE LENDERS NETWORK USA, INC. _____

Present Servicer or Lender — Date

ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT

I/We have read this disclosure form and understand its contents, as evidenced by my/our signature(s) below. I/We understand that this acknowledgment is a required part of the mortgage loan application.

Applicant RHONDA K BOOKS 10/25/05 Date — Applicant _____ Date

Applicant _____ Date — Applicant _____ Date

552R (0005) — YMP Mortgage Solutions, Inc. (800)521-7979 — 6/05

Date Prepared: October 25, 2005 20050078804

VARIABLE RATE MORTGAGE PROGRAM DISCLOSURE

40/30 Balloon 2/28 ARM 6% CAP

(This is neither a contract nor a commitment to lend)

LENDER: MORTGAGE LENDERS NETWORK USA, INC.

This Variable Rate Mortgage Program disclosure describes the features of the adjustable rate mortgage (ARM) you are considering. Information on other variable rate mortgage programs is available upon request.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED

This variable rate mortgage has a premium or discounted rate feature, and your initial interest rate is not based on the index used for adjustments. Please ask about our current premium or discounted rate amount and margin.

This type of ARM loan carries a provision for a change in the Interest Rate and the Monthly Payment.

The index used to determine the adjustment of your interest rate is the average of interbank offered rates for 6 month US dollar-denominated deposits in the London Market ("LIBOR"), as published in the *Wall Street Journal*. Note: If the index for your variable rate mortgage loan is no longer available, the Lender will choose a new index which is based on comparable information. Information about the index can be found in the *Money Rates section* of the *Wall Street Journal*.

Your interest rate will be equal to the index rate plus our margin (rounded to the nearest 1/8 percent), unless your interest rate "caps" limit the amount of change in the interest rate.

Your payment will be based on the interest rate, loan balance, and Amortization term.

HOW YOUR INTEREST RATE CAN CHANGE

Your interest rate is fixed for the first 24 months after the Note Date, after which the interest rate can change every 6 months to the index value plus the margin, subject to the following limits:

Your interest rate cannot increase by more than 3.000% for the first adjustment after the 24-month fixed rate period.
Your interest rate cannot increase more than 1.000% for all adjustments thereafter.
Your interest rate cannot increase by more than 6.000% over the term of the loan from the initial interest rate.
Your interest rate cannot decrease to a rate less than your initial Note Rate over the term of the loan.

Your interest rate will be rounded the the nearest one-eighth of one percent at each adjustment.

HOW YOUR PAYMENT CAN CHANGE

Your payment will not change during the first 24 months after the Note date, after which the payment can change every 6 months. Any increase in interest will take the form of a higher payment amount. The periodic payment may increase substantially depending on changes in the interest rate.

You will be notified in writing at least 25 days before the due date of a new payment amount. This notice will contain information about your new interest rate, payment amount and loan balance.

EXAMPLE: On a $10,000, 30-year loan with an initial interest rate of 5.750% in effect in January 3, 2005 the maximum amount that the interest rate can rise under this program is 6.000 percentage points, to 11.75%, and the monthly payment can rise from a first-year payment of $53.29 to a maximum of $97.56 in the fourth year. To see what your payments would be, divide your mortgage amount by $10,000; then multiply the monthly payment by that amount. (For example, the monthly payment for a mortgage amount of $100,000 would be: $100,000 divided by $10,000 =10 ; 10 x $53.29 = $532.90 per month.)

YOUR INTEREST RATE CONVERSION OPTION

This variable rate mortgage loan program does not have an option for you to convert your variable interest rate to a fixed interest rate.

ADDITIONAL FEATURES OF YOUR VARIABLE RATE MORTGAGE PROGRAM

Someone buying this property can assume the remaining balance due under original mortgage terms.
This variable rate mortgage program does have a balloon feature. Your monthly mortgage payment will be calculated based on a 40 year amortization period which will result in a balloon payment at the loan maturity of 30 years. The loan is payable in full at maturity. You must repay the entire principal balance of the loan and unpaid interest then due.

This Variable Rate Mortgage Program Disclosure does have a Demand Feature.

The Demand Feature is subject to the Sale of the Property.

I/We hereby acknowledge receipt of this Variable Rate Mortgage Program Disclosure and a copy of the Consumer Handbook on Adjustable Rate Mortgages on the date indicated below.

Borrower/Date 10/25/05
BRENDA K BOONE

Borrower/Date

Borrower/Date

Borrower/Date

Initials: _____

2790228 (rev 2/05

RTT__000093

2810078804

APPRAISAL DISCLOSURE

Borrower Name (s):	Lender:
RHONDA K BOONS	MORTGAGE LENDERS NETWORK USA, INC. 10 Research Parkway Wallingford, CT 06492
Property Address: 5044 WESTWIND WAY ANDERSON, SC 29626-5643	Date: 10/25/2006

You have the right to a copy of the appraisal report used in connection with your application for credit, provided that you have paid for or are willing to pay for the appraisal. If you wish a copy, please write to us at the mailing address we have provided or you may also call in your request: 1-800-881-0828 You have 90 days (no time limit in Arizona or Rhode Island) from the date that we notify you of our credit decision to order a copy of the appraisal or from the date you withdraw your application.

We did not prepare the appraisal and are not responsible for the appraiser's disclosures or non-disclosures, inaccuracies or opinion as to the value of the property.

Mail your letter to:
Attn: Customer Service
MORTGAGE LENDERS NETWORK USA, INC.

213 Court Street
Middletown, CT 06457

In your letter give us the following information:
YOUR NAME
YOUR RETURN ADDRESS
YOUR ACCOUNT NUMBER
THE PROPERTY ADDRESS

Date _____

_____
Borrower - RHONDA K BOONS

_____
Borrower -

_____
Borrower -

_____
Borrower -

aprsdis 3/97 rev 10/02

3030078804

Borrower Name(s):	Lender:
RHONDA K BOONS	MORTGAGE LENDERS NETWORK USA, INC. [illegible] Court Street Middletown, CT 06457
	Date: 10/25/2006

NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

One or more of the following consumer reporting agencies will provide the credit score:

Experian	Equifax Credit Information Services	Trans Union
P.O. Box 2002	P.O. Box 740241	P.O. Box 4000
Allen, TX 75013	Atlanta, GA 30374	Chester, PA 19016
1-888-397-3742	1-800-685-1111	1-866-887-2673

Your acknowledgment below signifies that this written notice was provided to you.

Borrower RHONDA K BOONS	Date 10/25/06	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date

Borrower Name(s): RHONDA K BOONE	Lender: MORTGAGE LENDERS NETWORK USA, INC. 213 Court Street Middletown, CT 06457
Property Address: 5044 WESTWIND WAY ANDERSON, SC 29626-5643	Date: 10/25/2006

1. I (We) have been informed by the lender/mortgage broker that I (we) have a right to select legal counsel to represent me(us) in all matters of this transaction relating to the closing of the loan.
   (a) I select

Borrower RHONDA K BOONE 10/25/06 Date — Borrower — Date

Borrower — Date — Borrower — Date

   (b) Having been informed of this right, and having no preference, I asked for assistance from the lender/mortgage broker and was referred to a list of acceptable attorneys. From that list I select

Borrower RHONDA K BOONE 10/25/06 Date — Borrower — Date

Borrower — Date — Borrower — Date

2. I (We) have been informed by the lender/mortgage broker that I (we) have a right to select an insurance agent to furnish required insurance in connection with this mortgage transaction.
   (a) I select

Borrower RHONDA K BOONE 10/25/06 Date — Borrower — Date

Borrower — Date — Borrower — Date

   (b) Having been informed of this right, and having no preference, I asked for assistance from the lender/mortgage broker and was referred to a list of qualified agents. From that list I select

Borrower RHONDA K BOONE 10/25/06 Date — Borrower — Date

Borrower — Date — Borrower — Date

Good Faith Estimate

(Not a Loan Commitment)

Date: 10/25/2006

This Good Faith Estimate is being provided by a Mortgage Broker, and no lender has yet been obtained. A lender will provide you with an additional Good Faith Estimate within three business days of receipt of your loan application.

GFE Provided By:	Subject Property:	Borrower(s):
Family First Mortgage Corp. 4336 Melvin Street Suite 203 Niagara Falls, NY 14305 Family First Mortgage Corp. 843-467-2733	1944 WESTWIND WAY Anderson SC	RHONDA K BOOBS

Loan Number: 0977366	Interest Rate: 6.468	Type of Loan: Conventional	Base Loan Amt: 556,800.00
Loan Program: 30B AFIX	Term: 429	Sales Price:	Total Loan Amt: 556,800.00

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

800 Items Payable in Connection with the Loan

801 A	Loan Origination Fee @ 0.500% +	$	2,884.00
802	Loan Discount Fee @ % +	$	
803 A	Appraisal Fee	$	325.00
804	Credit Report	$	
805	Lender's Inspection Fee	$	
806	MI Application Fee	$	
807	Assumption Fee	$	
808	Mortgage Broker Fee @ % +	$	
809 A	Tax Servicing Fee	$	59.00
810	Processing Fee	$	
811	Underwriting Fee	$	
812	Wire Transfer Fee	$	
813		$	
814 A	APPLICATION FEE TO FAMILY FIRST MOR	$	350.00
815 A	UNDERWRITING FEE TO MLN, USA	$	700.00
816 A	FLOOD CERT FEE TO MLN, USA	$	6.00
817		$	
818		$	
819		$	
820		$	
821		$	
822		$	
823		$	

Compensation to Broker (not Lender) (Not Paid out of Applicant's Loan Proceeds)

824	YIELD SPREAD PAID BY LENDER (0-3%) 2.000 %	$	11,216.00
825			

1100 Title Charges

1101 A	Settlement or Closing Fee	$	350.00
1102 A	Abstract or Title Search	$	175.00
1103 A	Title Examination	$	60.00
1104 A	Title Insurance Binder	$	1,000.00
1105 A	Document Preparation Fee	$	60.00
1106	Notary Fee	$	
1107	Attorney Fee	$	
1108	Title Insurance Fee	$	
1109 A	COUNTER FEE LIENS & BLOCKOUT	$	60.00
1110		$	
1111		$	
1112		$	
1113		$	
1114		$	

1200 Government Recording and Transfer Charges

1201 A	Recording Fee	$	31.00
1202	Local Tax/Stamps	$	
1203	State Tax/Stamps	$	
1204		$	
1205		$	
1206		$	

1300 Additional Settlement Charges

1301	Survey to:	$	
1302	Termite/Pest Inspection:	$	
1303 A	AGGREGATE ADJUSTMENT	$	-4,134.00
1304		$	
1305		$	
1306		$	
1307		$	
1308		$	
1309		$	

Total Estimated Closing Costs $ 878.00

900 Items Required by Lender to be Paid in Advance

901	Prepaid Interest days @ 107.1311	$	
902	Mortgage Insurance Premium	$	
903	Hazard Insurance Premium	$	
904	County Property Tax	$	
905	VA Funding Fee	$	
906	Flood Insurance Premium	$	
907 A	INTEREST FROM 10/26/06-11/1/06 @ 7/8.	$	1,071.31
908		$	

1000 Reserves Deposited with Lender

1001 A	Hazard Ins	11 mths @	321.42	$	3,536.62
1002	Mortgage Ins	mths @		$	
1003	City Prop. Tax	mths @		$	
1004 A	Property Tax	14 mths @	455.37	$	6,715.18
1005	Flood Ins	mths @		$	
1007		mths @		$	
1008		mths @		$	
1009		mths @		$	
1010	Aggregate Analysis			$	

Total Estimated Reserves/Prepaid Costs $ 10,307.31

Total Estimated Monthly Payment

Principal & Interest	$	4,918.80
Other Financing (P & I)	$	
Hazard Insurance	$	321.42
Real Estate Taxes	$	455.37
Mortgage Insurance	$	
HOA Dues	$	
Other	$	
Total Monthly Payment	$	5,245.59

Closing Costs Summary

Total Borrower Paid Closing Costs	(a)	$	10,945.62
		$	
		$	
		$	
		$	
Total Non-Borrower Paid Closing Costs	(b)	$	
Total Closing Costs	(a+b)	$	10,945.62

Total Estimated Funds Needed to Close

Purchase Price/Payoff	(-)	$	545,941.97
Total Estimated Closing Costs	(+)	$	878.00
Total Estimated Reserves/Prepaid Costs	(+)	$	10,307.31
Discounts (if borrower will pay)	(+)		
FHA UFMIP/VA Funding Fee	(+)		
Total Costs	(a)	$	557,127.28
Loan Amount	(-)	$	556,800.00
Total Non-Borrower Paid Closing Costs	(-)	$	
FHA UFMIP/VA Fee Financed	(-)	$	
	(-)	$	
	(-)	$	
	(-)	$	
	(-)	$	
First Mortgage	(-)	$	
Second Mortgage (Subordinate Financing)	(-)	$	
Closing Costs from 2nd Line	(+)	$	
Total Credits	(d)	$	556,800.00
Cash to borrower	(c - d)	$	327.28

S – Paid by Seller
SI – Split by Seller & Others
B – Paid by Broker
L – Paid by Lender
A – APR Affected by Cost
O – Paid by Other
P – Paid Outside Closing (POC)

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your Mortgage Broker or lender if your application is to purchase residential real property and the lender will take a first lien on the property. The undersigned acknowledges receipt of a copy of the Special Information Booklet "Settlement Costs."

Borrower — Date 10/25/06

RHONDA K BOOBS

Co-borrower — Date

GFE Broker Expanded 07/06 – Encompass™ from Ellie Mae – www.elliemae.com

Federal Truth-In-Lending Disclosure Statement

Lender/Broker: Family First Mortgage Corp. Loan Number: 0677368 Date Prepared: 10/25/2006

Borrower(s): RHONDA K BOOKER Property Address: 6044 WESTWIND WAY
Anderson, SC

☐ Initial Disclosure estimated at time of application. ☐ Final Disclosure based on actual terms.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you assuming the annual percentage rate does not change.	Amount Financed The amount of credit provided to you or on your behalf as of loan closing.	Total of Payments The amount you will have paid after you have made all payments as scheduled assuming the annual percentage rate does not change.
E 6.653 %	E $ 1,426,889.47	E $ 549,884.37	E $ 1,976,843.84

Your Payment Schedule Will Be:

Number of Payments	* Amount of Payments	Monthly Payments Are Due Beginning	Number of Payments	* Amount of Payments	Monthly Payments Are Due Beginning
335	4,918.80	12/01/2006			
1	324,466.44	11/01/2036			

* Includes mortgage insurance premiums, excludes taxes, hazard insurance and flood insurance.

☐ Demand Feature: This loan transaction has a demand feature.

☐ Required Deposit: The annual percentage rate does not take into account your required deposit.

☐ Variable Rate Feature: Your loan contains a Variable Rate Feature. Disclosures about the Variable Rate Feature have been provided to you separately.

Security Interest: You are giving security interest in: 6044 WESTWIND WAY, Anderson SC
☐ the goods or property being purchased. ☒ real property you already own.

Filing or Recording Fees: $

Late Charge: If a payment is more than 15 days late, you will be charged $ 226.93 / 5.000 % of the principal and interest overdue.

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

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature	
Credit Life		I want credit life insurance.	Signature:
Credit Disability		I want credit disability insurance.	Signature:
Credit Life and Disability		I want credit life and disability insurance.	Signature:

This loan transaction requires the following insurance:
☒ Hazard Insurance ☐ Flood Insurance ☐ Credit Insurance ☐ Credit Life Insurance ☐ MMI ☐ PMI
Borrower(s) may obtain hazard and flood insurance through any person of his/her choice, provided said carrier meets the requirements of the Lender. If Borrower(s) desires Property Insurance to be obtained through the Lender's designated agency, the cost will be set forth in a separate insurance statement furnished by the Lender.

☐ If you purchase insurance from creditor, you will pay $ for a one-year term.

Assumption: Someone buying your house:
☐ may ☐ may, subject to conditions. ☒ may not assume the remainder of your loan on the original terms.

See your contract documents for additional information regarding nonpayment, default, right to accelerate the maturity of the obligation, prepayment rebates and penalties, and the Lender's policy regarding assumption of the obligation.

☒ All dates and numerical disclosures except loan payment disclosures are estimates. E means an estimate.

"The undersigned hereby acknowledge receiving and reading a completed copy of this disclosure along with copies of the documents provided. The delivery and signing of this disclosure does not constitute an obligation on the part of the lender to make, or the Borrower(s) to accept, the loan as identified."

Read, acknowledged and accepted this 25TH day of OCTOBER, 2006. By: Family First Mortgage Corp.

Rhonda K Booker 10/25/06
Borrower Date
RHONDA K BOOKER

Co-borrower Date

RWZZ – TIL 07/06 – Encompass® from Ellie Mae – www.elliemae.com

Family First Mortgage Corp.
4226 Mayfair Street Suite 202
Myrtle Beach, SC 29577
TELEPHONE: 843-607-2725

MORTGAGE BROKER FEE AGREEMENT FOR FINANCIAL SERVICES

Notice to Prospective Borrower(s): Read this contract carefully so that you can make an informed choice. You are entitled to a copy of this contract. Signing this contract does not obligate you to obtain a mortgage loan through this mortgage broker, nor does it constitute mortgage loan approval.

This agreement is valid for ninety (90) days from this date.

Proposed Loan Amount $560,500.00 1st or 2nd Mortgage

Interest Rate 9.450%

Who do I Represent?

Family First Mortgage Corp., as your mortgage broker and/or originator, (we are/I am) acting as your agent in providing mortgage brokerage services. As your agent we/I owe you a duty of the utmost care, honesty and loyalty, including full disclosure of all material facts.

(Broker/originator initial the following statement that is applicable.)

____We are/I am, also, the agent for _____
(Name of Additional Person with an agency relationship)

__X__We/I do not have an agency relationship with any other person.

We will provide the following services at the estimated cost shown for each. These services will be paid for by the person indicated, either you (the borrower), the lender or both. (List services provided, estimated cost and the person responsible for payment)

Lender Payments to Broker (Yield Spread Premium) Disclosure

For purposes of this disclosure, a yield spread premium (YSP) is the amount paid to the broker by the lender based on the difference between the interest rate at which the broker originates the loan and the par, or market rate offered by a lender. If you would rather pay a lower interest rate, you may pay higher up front fees; if you pay less up front, you may pay a higher interest rate. Before you sign this contract, I can display alternatives for you. The amounts disclosed here apply only if you qualify for this loan.

RKO

1. Dollar amount of Yield Spread Premium	$	
2. Dollar amount of mortgage	$ 500,500.00	
Percent of Yield Spread Premium in relation to loan amount		% (Item 1/Item 2)

The following is an itemization of points, fees and commissions related to my mortgage

Loan Origination Fee	$ 2,802.50	
Processing Fee	$	
Admin Fee	$	
Application Fee	$ 900.00	
Mtg Broker Fee	$	
3. Total Points, Fees and Commissions	$	
4. Percent of Points, Fees and Commissions in relation to loan amount 3/Item2)		% (Item 3/Item 2)
5. Total of Yield Spread Premium, Points, Fees and Commissions	$	(Item 1 + Item 3)
6. Percent of Yield Spread Premium, Points, Fees and commissions in relation to the total loan amount		%

It is also understood that no fee will be charged if either the applicant or lender turns down the loan.

This loan may be co-brokered; that is Family First Mortgage Corp.. may share mortgage broker services or fees with another mortgage broker on behalf of the applicant. Within three days of making a final decision to co-broker a loan, Family First Mortgage Corp. will provide applicant with written notice of such co-brokering.

RKB

Agency to Receive Borrower Complaints

The following agencies are designated to receive complaints or inquiries about the origination and making of your mortgage:

Street Address	South Carolina Department of Consumer Affairs 3600 Forest Drive, 3rd Floor Columbia, SC 29204
Mailing Address	P.O. Box 5757 Columbia, SC 29250
Phone	803-734-4200 or toll free in SC only 1-800-922-1594

I acknowledge by my signature that I have received a fully executed copy of this disclosure at the time of my application for a mortgage, it has been explained to me and I understand it, I understand that a copy of this disclosure will be maintained in my file with my mortgage broker and further, I voluntarily enter into this mortgage transaction.

Rhonda K Booms
Name (please print)

CLIENT'S SIGNATURE — 10/25/06 DATE SIGNED

NAME (please print)

CLIENT'S SIGNATURE — DATE SIGNED

By signing below, the mortgage broker certifies that the information in this contract is accurate and complies with all provisions of section 8 of the Real Estate Settlement Procedures Act, 24 CFR part 3500 and South Carolina Law.

By _____ DATE SIGNED
Family First Mortgage Corp.

Attention Borrowers! Know Your Rights!

This may be the largest and most important loan you get during your lifetime. You should be aware of certain rights before you enter into any loan agreement.

1. You have the RIGHT to shop for the best loan for you and compare the charges of different mortgage brokers and lenders.

2. You have the RIGHT to be informed about the total cost of your loan including the interest rate, points and other fees.

3. You have the RIGHT to ask for a Good Faith Estimate of all loan and settlement charges before you agree to the loan and pay any fees.

4. You have the RIGHT to know what fees are not refundable if you decide to cancel the loan agreement.

5. You have the RIGHT to ask your mortgage broker to explain exactly what the mortgage broker will do for you.

6. You have the RIGHT to know how much the mortgage broker is getting paid by you and the lender for your loan.

7. You have the RIGHT to ask questions about charges and loan terms that you do not understand.

8. You have the RIGHT to a credit decision that is not based on your race, color, religion, national origin, sex, marital status, age, or whether any income is from public assistance.

9. You have the RIGHT to know the reason if your loan was turned down. 10.You have

the RIGHT to ask for the HUD settlement costs booklet "Buying Your Home".

11. You have the RIGHT to request a copy of your settlement statement (Form HUD-1 or 1-A) one day prior to your loan closing.

Buying Your Home and other helpful information is available at HUD's WEB site: http://www.hud.gov/fha/res/resopa_hm.html For other questions call 1-800-217-6970.

RKB

Good Faith Estimate

(Not a Loan Commitment)

Date: 10/19/2006

This Good Faith Estimate is being provided by a Mortgage Broker, and no lender has yet been obtained. A lender will provide you with an additional Good Faith Estimate within three business days of receipt of your loan application.

GFE Provided By: Family First Mortgage Corp. 4220 Mayfair Street Suite 202 North Brook, CT 2197 Family First Mortgage Corp. 847-457-2727	Subject Property: 5944 WESTWIND WAY Anderson, SC	Borrower(s): RHONDA K BOONE
Loan Number: 0977366 Loan Program: 3/39 ARM	Interest Rate: 8.490 Term: 480	Type of Loan: Conventional Sales Price:	Base Loan Amt: $80,000.00 Total Loan Amt: $80,000.00

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

800	Items Payable in Connection with the Loan				
801 A	Loan Origination Fee @	0.000% +		$	2,952.00
802	Loan Discount Fee @	% +		$	
803 F	Appraisal Fee		$ 850.00	$	
804	Credit Report			$	
805	Lender's Inspection Fee			$	
806	Jill Application Fee			$	
807	Assumption Fee			$	
808	Mortgage Broker Fee @	% +		$	
809	Tax Servicing Fee			$	
810	Processing Fee			$	
811	Underwriting Fee			$	
812	Wire Transfer Fee			$	
813 A	APPLICATION FEE			$	900.00
814 A	UNDERWRITING FEE			$	197.00
815				$	
816				$	
817				$	
818				$	
819				$	
820				$	
821				$	
822				$	
823				$	

Compensation to Broker from Lender (Not Paid out of Applicant's Loan Proceeds)

824 YIELD SPREAD PAID BY LENDER (0-3%) 3.000 % $ 11,218.00

825

1100	Title Charges				
1101	Settlement or Closing Fee			$	
1102 A	Abstract or Title Search			$	150.00
1103	Title Examination			$	
1104 A	Title Insurance Binder			$	75.00
1105	Document Preparation Fee			$	
1106	Notary Fee			$	
1107 A	Attorney Fee			$	350.00
1108 A	Title Insurance Fee			$	1,691.66
1109				$	
1110				$	
1111				$	
1112				$	
1113				$	
1114				$	
1200	Government Recording and Transfer Charges				
1201 A	Recording Fee			$	105.00
1202	Local Tax/Stamps			$	
1203	State Tax/Stamps			$	
1204				$	
1205				$	
1206				$	
1300	Additional Settlement Charges				
1301	Survey to:			$	
1302	Termite/Pest Inspection:			$	
1303				$	
1304				$	
1305				$	
1306				$	
1307				$	
1308				$	
1309				$	
	Total Estimated Closing Costs			$	5,538.66

900	Items Required by Lender to be Paid in Advance				
901	Prepaid Interest	days @ $47.13/day		$	
902	Mortgage Insurance Premium			$	
903	Hazard Insurance Premium			$	
904	County Property Tax			$	
905	VA Funding Fee			$	
906	Flood Insurance Premium			$	
907				$	
908				$	
1000	Reserves Deposited with Lender				
1001 A	Hazard Ins	3 mths @	314.00	$	2,200.84
1002	Mortgage Ins	mths @		$	
1003	City Prop. Tax	mths @		$	
1004 A	Property Tax	14 mths @	488.39	$	5,715.13
1005	Flood Ins	mths @		$	
1007		mths @		$	
1008		mths @		$	
1009		mths @		$	
1010	Aggregate Analysis			$	
	Total Estimated Reserves/Prepaid Costs			$	7,915.97

Total Estimated Monthly Payment			
Principal & Interest		$	4,212.50
Other Financing (P & I)		$	
Hazard Insurance		$	375.00
Real Estate Taxes		$	488.39
Mortgage Insurance		$	
HOA Dues		$	
Other		$	
Total Monthly Payment		$	5,371.89
Closing Costs Summary			
Total Borrower Paid Closing Costs	(a)	$	14,942.99
		$	
		$	
		$	
		$	
Total Non-Borrower Paid Closing Costs	(b)	$	
Total Closing Costs	(a+b)	$	14,942.99

Total Estimated Funds Needed to Close			
Purchase Price/Payoff	(+)	$	640,250.67
Total Estimated Closing Costs	(+)	$	5,538.66
Total Estimated Reserves/Prepaid Costs	(+)	$	7,915.97
Discounts (if borrower will pay)	(+)	$	
FHA UFMIP/VA Funding Fee	(+)	$	
Total Costs	(=)	$	653,340.32
Loan Amount	(-)	$	640,000.00
Total Non-Borrower Paid Closing Costs	(-)	$	
FHA UFMIP/VA Fee Financed	(-)	$	
	(-)	$	
	(-)	$	
	(-)	$	
	(-)	$	
First Mortgage	(-)	$	
Second Mortgage (Subordinate Financing)	(-)	$	
Closing Costs from 2nd Line	(+)	$	
Total Credits	(=)	$	640,000.00
Cash to Borrower	(=-=)	$	13,340.32

S – Paid by Seller B – Paid by Broker A – APR Affected by Cost

SF – Split by Seller & Others L – Paid by Lender O – Paid by Other P – Paid Outside Closing (POC)

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your Mortgage Broker or lender if your application is to purchase residential real property and the lender will take a first lien on the property. The undersigned acknowledges receipt of a copy of the Special Information Booklet "Settlement Costs."

Borrower Date

RHONDA K BOONE

Co-borrower Date

Federal Truth-In-Lending Disclosure Statement

Lender/Broker: Family First Mortgage Corp.	Loan Number: 0577998	Date Prepared: 10/12/2006
Borrower(s): RHONDA K BOOMS	Property Address: 5044 WESTWIND WAY Anderson, SC	

☒ Initial Disclosure estimated at time of application ☐ Final Disclosure based on contract terms

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you assuming the annual percentage rate does not change.	The amount of credit provided to you or on your behalf as of loan closing.	The amount you will have paid after you have made all payments as scheduled assuming the annual percentage rate does not change.
E 9.738 %	E $ 1,431,106.84	E $ 545,538.00	E $ 1,976,643.84

Your Payment Schedule Will Be:

Number of Payments	* Amount of Payments	Monthly Payments Are Due Beginning	Number of Payments	* Amount of Payments	Monthly Payments Are Due Beginning
359	4,818.80	12/01/2006			
1	384,466.44	11/01/2036			

* Includes mortgage insurance premiums, excludes taxes, hazard insurance and flood insurance.

☐ Demand Feature: This loan transaction has a demand feature.

☐ Required Deposit: The annual percentage rate does not take into account your required deposit.

☐ Variable Rate Feature: Your loan contains a Variable Rate Feature. Disclosures about the Variable Rate Feature have been provided to you separately.

Security Interest: You are giving security interest in: 5044 WESTWIND WAY, Anderson SC
☐ the goods or property being purchased. ☒ real property you already own.

Filing or Recording Fees: $

Late Charge: If a payment is more than 15 days late, you will be charged $ 223.93 / 5.000 % of the principal and interest overdue.

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

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature	
Credit Life		I want credit life insurance.	Signature:
Credit Disability		I want credit disability insurance.	Signature:
Credit Life and Disability		I want credit life and disability insurance.	Signature:

This loan transaction requires the following insurance:
☒ Hazard Insurance ☐ Flood Insurance ☐ Credit Insurance ☐ Credit Life Insurance ☐ MMI ☐ PMI
Borrower(s) may obtain hazard and flood insurance through any person of his/her choice, provided said carrier meets the requirements of the Lender. If Borrower desires Property Insurance to be obtained through the Lender's designated agency, the cost will be set forth in a separate insurance statement furnished by the Lender.

☐ If you purchase insurance from creditor, you will pay $ for a one-year term.

Assumption: Someone buying your house:
☐ may ☐ may, subject to conditions, ☒ may not assume the remainder of your loan on the original terms.

See your contract documents for additional information regarding nonpayment, default, right to accelerate the maturity of the obligation, prepayment rebates and penalties, and the Lender's policy regarding assumption of the obligation.

☒ All dates and numerical disclosures except late payment disclosures are estimates. E means an estimate.

"The undersigned hereby acknowledge receiving and reading a completed copy of this disclosure along with copies of the documents provided. The delivery and signing of this disclosure does not constitute an obligation on the part of the lender to make, or the Borrower(s) to accept, the loan as identified."
Read, acknowledged and accepted this 12TH day of OCTOBER, 2006 . By: Family First Mortgage Corp.

Borrower Date
RHONDA K BOOMS

Co-borrower Date

Disclosure Notices

Borrower(s):	Property Address:
RHONDA K BOOMS	6044 WESTWIND WAY Anderson, SC

( ) Occupancy Statement

This is to certify that I/we do intend to occupy the subject property as my/our primary residence. I/We hereby certify under penalty of U.S. Criminal Code Section 1010 Title 18 U.S.C., that the above statement submitted for the purpose of obtaining mortgage insurance under the National Housing Act is true and correct.

Fair Credit Reporting Act

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of denied credit due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. Income which you receive as alimony, child support, or separate maintenance need not be disclosed to this creditor unless you choose to rely on such sources to qualify for the loan. Income from these and other sources, including part-time or temporary employment, will not be discounted by this lender because of your sex or marital status. However, we will consider very carefully the stability and probable continuity of any income you disclose to us. The Federal Agency that administers compliance with this law concerning this creditor is:

( ) Right to Financial Privacy Act

I/We acknowledge that this is notice to me/us as required by the Right to Financial Privacy Act of 1978 that the Veterans Administration (in the case of a VA Loan) or Department of Housing and Urban Development (in the case of an FHA Loan) has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to me/us. Financial records involving my/our transactions will be available to the VA (in the case of a VA Loan) or to HUD (in the case of an FHA Loan) without further notice or authorization but will not be disclosed or released to another government agency or department without my/our consent, except as required or permitted by law.

( ) Information Disclosure Authorization

I/We hereby authorize you to release to Family First Mortgage Corp. for verification purposes, information concerning:

( ) Employment History, dates, title(s), income, hours worked, etc.
( ) Banking (checking & savings) account of record
( ) Mortgage loan rating, (opening date, high credit, payment amount, loan balance and payment)
( ) Any information deemed necessary in connection with consumer credit report for real estate transaction

This information is for the confidential use of this lender in compiling a mortgage loan credit report. A copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original.

( ) Anti-Coercion Statement

The insurance laws of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subject to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirements of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Insurance Commissioner relative thereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance. I have selected the following agencies to write the insurance covering the property described above:

( ) Flood Insurance Notification

Federal regulations require us to inform you that the property used as security for this loan is located in an area identified by the U.S. Secretary of Housing & Urban Development as having special flood hazards and that in the event of damage to the property caused by flooding in a federally-declared disaster, federal disaster relief assistance, if authorized, will be available for the property.

At the closing you will be asked to acknowledge your receipt of this information. If you have any questions concerning this notice, kindly contact your loan officer.

Important: Please notify your insurance agent that the "loss payee" clause for the mortgagee on both the hazard and flood insurance must read as follows, unless otherwise advised:

( ) Consumer Handbook on Adjustable Rate Mortgages

I/We hereby acknowledge receipt from Family First Mortgage Corp. of a copy of the book titled "Consumer Handbook on Adjustable Rate Mortgages" published by the Federal Reserve Board and the Federal Home Loan Bank Board which is provided in addition to other required adjustable rate mortgage disclosures.

I/We hereby certify that I/we have read the Notices set forth above and fully understand all of the above.

Borrower RHONDA K BOOMS	Date	Borrower	Date
Borrower	Date	Borrower	Date

Equal Credit Opportunity Act Notice

Property Address:	Loan Number:
5044 WESTWIND WAY Anderson, SC	0077330

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for reporting.

Borrower	Date	Co-Borrower	Date
RHONDA K BOOMS			

The Housing Financial Discrimination Act of 1977
Fair Lending Notice

Property Address: 5044 WEST WIND WAY Anderson, SC	Lender: Family First Mortgage Corp. 4225 Mayfair Street Suite 202 Myrtle Beach, SC 29577
Loan Number: 5677356	Date: 10/12/2006

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or
2. Race, color, religion, sex, marital status, domestic partnership, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one- to four-unit family residences occupied by the owner and for the purpose of the home improvement of any one- to four-unit family residence.

If you have any questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or the Department of Real Estate at one of the following locations:

ACKNOWLEDGEMENT OF RECEIPT

I/we received a copy of this notice.

Borrower
RHONDA K BOOMS — Date

Co-Borrower — Date

RESPA Servicing Disclosure

Lender: Family First Mortgage Corp. Date: 10/12/2006

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et. seq.) you have certain rights under that Federal Law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements
If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (no more than 30 days after a transfer) for servicers to notify you upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed by you.

Complaint Resolution
Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Damages and Costs
Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Estimates

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:
   A. ☐ We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
      ☐ We are able to service your loan and we ☐ will ☐ will not ☐ haven't decided whether to service your loan.
      OR
   B. ☒ We do not service mortgage loans, ☒ and we have not serviced mortgage loans in the past three years.
      We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.

2. For all first lien mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between:
   _____ (0 to 25%) or (None) _____ 26 to 50% _____ 51 to 75% __X__ (76 to 100%) or (All)
   This estimate ☒ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. A. ☒ We have previously assigned, sold or transferred the servicing of first lien loans:
   OR
   B. ☒ This is our record of transferring the servicing of the first-lien mortgage loans we have made in the past:

Year	Percentage of Loans Transferred (rounded to nearest quartile – 0, 25%, 50%, 75%, or 100%)
2003	100.000 %
2004	100.000 %
2005	100.000 %

This information ☒ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries.

Acknowledgment of Mortgage Loan Applicant(s)
I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below. I/We understand that this acknowledgment is required as part of the mortgage loan application.

Borrower RHONDA K BOOMS	Date	Borrower	Date
Borrower	Date	Borrower	Date

Privacy Policy Disclosure

We take our clients' financial privacy very seriously. During the course of processing your application, we accumulate non-public personal financial information from you and from other sources about your income, your assets, and your credit history in order to allow a lender to make an informed decision about granting you credit. We restrict access to non-public personal information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.

Information Collected:
We collect non-public personal information about you from the following sources:

- Information we received from you on the applications or other forms, such as your name, address, social security number, assets, and income
- Information about your transactions with us, our affiliates, or others, such as your account balance payment history
- Information we received from a consumer reporting agency, such as your creditworthiness and credit history

Information Shared:
We may disclose the above information about you to the following types of third parties:

- Financial service providers, such as mortgage bankers, securities broker-dealers, and insurance agents
- Non-financial companies, such as title and escrow companies, appraisal companies, etc.
- Others, such as non-profit organizations

We may disclose the above information to companies performing marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. By sharing this information, we can better understand your financial needs and offer products to help you better reach your financial goals.

The information sharing described above is subject to your right to direct that we do not make the disclosures, and this opt out right is described below. We may disclose non-public personal information about you, including consumer report type information that relates solely to our transactions and experiences with you, to our affiliates, and this information sharing is not subject to an opt out right. We may wish to share consumer report type information that does not relate solely to our transactions and experiences with you ("Other Information") with our affiliates who may have products or services that are of interest to you, or who may be able to offer assistance in connection with your transaction. You have the right to opt out of our sharing of Other Information with our affiliates.

Opting Out:
If you prefer that we do not disclose non-public personal information about you to non-affiliated third parties, you may opt out of those disclosures, that is, you may direct us not to make these disclosures (other than disclosures permitted by law).

As noted above, you also have the right to opt out of our sharing of Other Information, that is, direct us not to share Other Information, with our affiliates.

If you would like to limit disclosures of personal information about you as described in this notice, just check the appropriate box(s) to indicate your privacy choices and fax, email, or call us with your choices.

( ) Please do not share information about me with non-affiliated third parties
( ) Please do not share Other Information about me with your affiliates
( ) Please do not contact me with offers or products or services by mail or telephone

For Joint Accounts, your opt out choices will also apply to other individuals who are joint account holders. If these individuals have separate accounts, your opt out will not apply to those separate accounts.

Borrower	Date	Co-Borrower	Date
RHONDA K BOOMS			

Credit Authorization

1. To all consumer-reporting agencies and to all creditors and depositories of the undersigned:

   Please be advised that the undersigned, and each of them, has made application to:

   Family First Mortgage Corp.

   requesting an extension of credit to the undersigned. Therefore, the undersigned, and each of them, hereby authorizes you to provide credit report and/or a disclosure to Lender or any agent or balance. The undersigned also authorizes you to disclose your deposit or credit experiences with the undersigned to Lender or to third parties.

2. In addition, the undersigned, and each of them, hereby authorizes Lender to disclose to any third party, or any agent or employee thereof, information regarding the deposit or credit experience with any of the undersigned.

3. A photographic or carbon copy of this authorization bearing a photographic or carbon copy of the signature(s) of the undersigned may be deemed to be equivalent to the original hereof and may be used as a duplicate original.

Borrower	Date	Co-Borrower	Date
RHONDA K BOOSE			

Credit Authorization 04/04 – Encompass™ from Ellie Mae – www.elliemae.com

Notice to Applicant of Right to Receive Copy of Appraisal Report

Date: 10/12/2006

Loan Number: 0877356

Property Address: 5044 WESTWIND WAY
Anderson, SC

You have the right to receive a copy of the appraisal report to be obtained in connection with the loan for which you are applying, provided that you have paid for the appraisal. We must receive your written request no later than days after we notify you about the action taken on your application or you withdraw your application. If you would like a copy of the appraisal report, contact:

Family First Mortgage Corp.
4226 Mayfair Street Suite 202
Myrtle Beach, SC 29577

Borrower	Date	Borrower	Date
RHONDA K BOOMS			
Borrower	Date	Borrower	Date

Appraisal Notice 04/04 – Encompass™ from Ellie Mae – www.elliemae.com

USA Patriot Act Information Disclosure

Important Information about Application Procedures

Family First Mortgage Corp.
4225 Harvan Street, Suite 202
Myrtle Beach, SC 29577
843-497-2723

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer.

What this means to you: When you apply for a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

I/we acknowledge that I/we received a copy of this disclosure.

RHONDA K BOOMS _____ Date

_____ Date

Borrower's Certification & Authorization

Certification

The undersigned certify the following:

1. I/We have applied for a mortgage loan from Family First Mortgage Corp..

   In applying for the loan.

   I/We completed a loan application containing various information on the purposes of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application with the employer and/or other documents, nor did I/We omit any pertinent information.

2. I/We understand and agree that Family First Mortgage Corp. reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.

3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from Family First Mortgage Corp..

   As part of the application process, Family First Mortgage Corp. may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.

2. I/We understand and agree that Family First Mortgage Corp. reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.

3. Family First Mortgage Corp. or any investor that purchases the mortgage may address this authorization to any party names in the loan application.

4. A copy of this authorization may be accepted as an original.

5. Your prompt reply to Family First Mortgage Corp. or the investor that purchased the mortgage is appreciated.

RHONDA K BOOMS	Date		Date
Social Security Number: 266-63-8718		Social Security Number:	

NAMB
Mortgage Loan Origination Agreement

You, the applicant(s), agree to enter into this Mortgage Loan Origination Agreement with FFMC as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with FFMC on 01/06/06. We are licensed as a "Mortgage Broker" under the South Carolina Department of Consumer Affairs.

Section 1. Nature of Relationship

In connection with this mortgage loan we are acting as an independent contractor and not as your agent. We will enter into separate independent contractor agreements with various lenders. While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

Section 2. Our Compensation

The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate. The retail price we offer you – your interest rate, total points and fees – will include our compensation. In some cases, we may be paid all of our compensation by either you or the lender. Alternatively, we may be paid a portion of our compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees. Also, in some cases, if you would rather pay less up-front, you may be able to pay some or all of our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender. We also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender.

Mortgage Loan Originator

Company Name:	Family First Mortgage Corp.
Address:	4226 Mayfair Street Suite 202
City, State, Zip:	Myrtle Beach, SC 29577
Phone:	843-497-2723
Fax	843-916-8894

Broker or Authorized Agent: _____ Date

Borrower(s)

Name(s):	RHONDA K BOOMS
Address:	37 TINA MARIA CIRCLE
City, State, Zip:	Port Orange FL 32127

By signing below, applicant(s) acknowledge receipt of a copy of this signed Agreement.

Borrower: RHONDA K BOOMS _____ Date

Co-Borrower: _____ Date

ATTORNEY/INSURANCE PREFERENCE CHECKLIST

Borrower Name(s): RHONDA K BOOMS	Lender: Family First Mortgage Corp. 4220 Mayfair Street Suite 202 Myrtle Beach, SC 29577
Property Address: 5044 WESTWIND WAY Anderson, SC	Date: //

1. I (We) have been informed by the lender that I (we) have a right to select legal counsel to represent me (us) in all matters of this transaction relating to the closing of the loan.

   (a) ☐ I select _____
   Attorney's Name

   (b) ☐ Having been informed of this right, and having no preference, I asked for assistance from the lender and was referred to a list of acceptable attorneys. From that list I select
   _____
   Attorney's Name

RHONDA K BOOMS Date _____ Date

Borrower Date Borrower Date

2. I (We) have been informed by the lender that I (we) have a right to select an insurance agent to furnish required insurance in connection with this mortgage transaction.

   (a) ☐ I select _____
   Agent's Name

   (b) ☐ Having been informed of this right, and having no preference, I asked for assistance from the lender and was referred to a list of qualified agents. From that list I select
   _____
   Agent's Name

RHONDA K BOOMS Date _____ Date

Borrower Date Borrower Date

Agency to Receive Borrower Complaints

The following agencies are designated to receive complaints or inquiries about the origination and making of your mortgage:

Street Address	South Carolina Department of Consumer Affairs 3600 Forest Drive, 3rd Floor Columbia, SC 29204
Mailing Address	P.O. Box 5757 Columbia, SC 29250
Phone	803-734-4200 or toll free in SC only 1-800-922-1594

I acknowledge by my signature that I have received a fully executed copy of this disclosure at the time of my application for a mortgage, it has been explained to me and I understand it, I understand that a copy of this disclosure will be maintained in my file with my mortgage broker and further, I voluntarily enter into this mortgage transaction.

Name (please print)

CLIENT'S SIGNATURE DATE SIGNED

NAME (please print)

CLIENT'S SIGNATURE DATE SIGNED

By signing below, the mortgage broker certifies that the information in this contract is accurate and complies with all provisions of section 8 of the Real Estate Settlement Procedures Act, 24 CFR part 3500 and South Carolina Law.

By _____ _____
Family First Mortgage Corp. DATE SIGNED

Attention Borrowers: Know Your Rights!

This may be the largest and most important loan you get during your lifetime. You should be aware of certain rights before you enter into any loan agreement.

1. You have the RIGHT to shop for the best loan for you and compare the charges of different mortgage brokers and lenders.

2. You have the RIGHT to be informed about the total cost of your loan including the interest rate, points and other fees.

3. You have the RIGHT to ask for a Good Faith Estimate of all loan and settlement charges before you agree to the loan and pay any fees.

4. You have the RIGHT to know what fees are not refundable if you decide to cancel the loan agreement.

5. You have the RIGHT to ask your mortgage broker to explain exactly what the mortgage broker will do for you.

6. You have the RIGHT to know how much the mortgage broker is getting paid by you and the lender for your loan.

7. You have the RIGHT to ask questions about charges and loan terms that you do not understand.

8. You have the RIGHT to a credit decision that is not based on your race, color, religion, national origin, sex, marital status, age, or whether any income is from public assistance.

9. You have the RIGHT to know the reason if your loan was turned down. 10.You have

the RIGHT to ask for the HUD settlement costs booklet "Buying Your Home".

11. You have the RIGHT to request a copy of your settlement statement (Form HUD-1 or 1-A) one day prior to your loan closing.

Buying Your Home and other helpful information is available at HUD's WEB site: http://www.hud.gov/fha/res/respa_hm.html For other questions call 1-800-217-6970.

Family First Mortgage Corp.
4226 Mayfair Street Suite 202
Myrtle Beach, SC 29577
TELEPHONE: 843-457-[illegible]

MORTGAGE BROKER FEE AGREEMENT FOR FINANCIAL SERVICES

Notice to Prospective Borrower(s): Read this contract carefully so that you can make an informed choice. You are entitled to a copy of this contract. Signing this contract does not obligate you to obtain a mortgage loan through this mortgage broker, nor does it constitute mortgage loan approval.

This agreement is valid for ninety (90) days from this date.

Proposed Loan Amount $560,500.00 1st or 2nd Mortgage

Interest Rate 9.450%

Who do I Represent?

Family First Mortgage Corp., as your mortgage broker and/or originator, (we are/I am) acting as your agent in providing mortgage brokerage services. As your agent we/I owe you a duty of the utmost care, honesty and loyalty, including full disclosure of all material facts.

(Broker/originator initial the following statement that is applicable.)

_____We are/I am, also, the agent for _____
(Name of Additional Person with an agency relationship)

_____We/I do not have an agency relationship with any other person.

We will provide the following services at the estimated cost shown for each. These services will be paid for by the person indicated, either you (the borrower), the lender or both. (List services provided, estimated cost and the person responsible for payment)

Lender Payments to Broker (Yield Spread Premium) Disclosure

For purposes of this disclosure, a yield spread premium (YSP) is the amount paid to the broker by the lender based on the difference between the interest rate at which the broker originates the loan and the par, or market rate offered by a lender. If you would rather pay a lower interest rate, you may pay higher up front fees; if you pay less up front, you may pay a higher interest rate. Before you sign this contract, I can display alternatives for you. The amounts disclosed here apply only if you qualify for this loan.

1. Dollar amount of Yield Spread Premium	$	
2. Dollar amount of mortgage	$ 580,600.00	
Percent of Yield Spread Premium in relation to loan amount		% (Item 1/Item 2)

The following is an itemization of points, fees and commissions related to my mortgage.

Loan Origination Fee	$ 2,802.50	
Processing Fee	$	
Admin Fee	$	
Application Fee	$ 900.00	
Mtg Broker Fee	$	
3. Total Points, Fees and Commissions	$	
4. Percent of Points, Fees and Commissions in relation to loan amount 3/Item2)		% (Item 3/Item 2)
5. Total of Yield Spread Premium, Points, Fees and Commissions	$	(Item 1 + Item 3)
6. Percent of Yield Spread Premium, Points, Fees and commissions in relation to the total loan amount		%

It is also understood that no fee will be charged if either the applicant or lender turns down the loan.

This loan may be co-brokered; that is Family First Mortgage Corp.. may share mortgage broker services or fees with another mortgage broker on behalf of the applicant. Within three days of making a final decision to co-broker a loan, Family First Mortgage Corp. will provide applicant with written notice of such co-brokering.

INFORMATION SERVICES 111 W[illegible]orest Road, Cherry Hill, NJ 08003 [illegible]800-633-4094 609-795-7517

Prepared for:		Report#:	2910[illegible]66
MORTGAGE LENDERS NETWORK USA		Report Type:	INDIVIDUAL
SUITE 220		Case#:	3030076804
3600 MANSELL RD		Repositories:	XPN TU EFX
ALPHARETTA, GA 30022		Report/Score Date:	2006-10-20

RHONDA K. BOOMS
37 TINA MARIA CT
PORT ORANGE FL, 32127

NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain the loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns may change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have any questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on the loan application.

If you have any questions concerning the terms of the loan, contact the lender.

APPLICANT RISK SCORE:	RANGE:
EFX FACTA BEACON = 666	300..850
TU NEW EMPIRICA = 654	300..850
XPN FAIR, ISAAC V2 = 650	300..850

INFORMATION SERVICES 111 [redacted]ernut Road, Cherry Hill, NJ 08003[redacted] 800-635-6094 609-795-7317

APPLICANT SCORE FACTOR CODES:

EFX FACTA BEACON
00036 SERIOUS DELINQUENCY, AND DEROGATORY PUBLIC RECORD OR COLLECTION FILED
00014 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
00010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
00008 TOO MANY INQUIRIES LAST 12 MONTHS

TU NEW EMPIRICA
038 Serious Delinquency, and public record or collection filed
010 PROPORTION OF REVOLVING BALANCES TO REVOLVING CREDIT LIMITS IS TOO HIGH
014 INSUFFICIENT LENGTH OF CREDIT HISTORY
008 TOO MANY RECENT CREDIT CHECKS
INQUIRIES IMPACTED THE CREDIT SCORE

XPN FAIR, ISAAC V2
10 PROPORTION OF BALANCE TO HIGH CREDIT ON BANKING REVOLVING OR ALL REVOLVING ACCOUNTS
08 TOO MANY INQUIRIES LAST 12 MONTHS
14 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
05 TOO MANY ACCOUNTS WITH BALANCES

BUREAU CONTACT INFORMATION

XPN: EXPERIAN
701 EXPERIAN PKWY
PO BOX 2002
ALLEN, TX 75013
(888) 397-3742
www.experian.com/reportaccess

TU: TransUnion LLC
2 BALDWIN PLACE, P.O. BOX 1000
CHESTER, PA 19022
800-888-4213

EFX: EQUIFAX INFORMATION SERVICES LLC
P O BOX 740241
ATLANTA, GA 30374-0241
800/685-1111

Prepared by: CBA INFORMATION SOLUTIONS 866-366-8308
4 Executive Campus, Cherry Hill, NJ 08002

For valuable information about how credit scores are developed, please visit:
Fair, Isaac and Company (FICO)
www.fairisaac.com
200 Smith Ranch Road
San Rafael, CA, 94903
Phone: (415) 472-2211

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MORTGAGE LENDERS NETWORK USA INC. Ph# 80[redacted]95-8802 Fax# 800-270-8195

3030075884 11/3/2006 **LOAN APPROVAL** 2 Yr Fixed 40YR 6% cap Stated

Client: Family First Mortgage Corp. Contact: JENNIFER ZELINSKI 11/3/06

Date Requested: 10/20/2006 Ph #: 843-487-2723 Fax #: 843-516-8894 10:46 a.m.

Borrowers: RHONDA K BOOKS

Property Address: 5044 WESTWIND WAY . ANDERSON, SC 29626-5643

Closing Agent: LIKENS & BLONQUIST PA Ph #: 803-385-0200

Address: 520 Gervais Street Columbus, SC 29201 Fax #: 803-385-0210

Loan Officer: Account Exec.: CHRY VICK Account Mgr x30081 MICHAEL UNDERWOOD Loan Processor

Closing Date 10/25/2006	Loan Amt 560,500.00	Term 480/360	Payment 4,518.81		
Product Type 2/38	Rate/Disc 8.4500 **	Margin 6.5500	Rate Expires 11/23/2006		
Property Type 1 Family	Occupancy SECOND	Lien First	Doc Type STATED	PrePay Y 1	
Purpose Refinance	Cr Scores TRW 650 TU 686 Equi 666		Prod Code SC1$23840		

Gross Monthly Income:		Gross Monthly Debt:		Equity Calculation:	Credit Grd: A+
Borrower	$ 27,500.00	1st Mtg Payment	$ 4518.81	FMV/Purchase Price	$ 590,000.00
Co-Borrower	$	2nd Mtg Payment	$	1st Mtg Balance	$ 560,500.00
Gross Rental 0/0	$	Hazard Insurance	$ 321.42	2nd Mtg Balance	$
Net Rental N00 (i)	$	Taxes	$ 406.27	LTV/SLTV	95.00 %
Bor Other	$	Outstanding Debt	$ 7,048.00	CLTV	95.00 %
Co-Bor Other	$	Other	$	Debt Ratio (Before)	46.62 %
Total Income	$ 27,500.00	Total Debt	$ 12,296.30	Debt Ratio (After)	44.71 %

		Creditor	Balance - */</i	Mthly Pymt
Loan Origination	$	CREDIT FIRST N	$ 77.00	$ 10.00
Loan Discount	$	FRST NTNL BNK. *A3:AUTHO USER-	$ 741.00	$ 30.00
Appraisal Fee	$ 325.00	APPLIED CARD B	$ 723.00	$ 35.00
Credit Report	$	RIVERSIDE MATI	$ 8,910.00	$ 266.00
Inspection Fee	$	HFC	$ 8,126.00	$ 202.00
Doc Prep	$	SHELL/CITI	$ 146.00	$ 10.00
Application Fee	$	BK OF AMER	$ 12,307.00	$ 259.00
Brkr Fee	$	HSBC NV	$ 318.00	$ 15.00
YSP 11,210.00	$ PDC	CHRYSLER FINAN	$ 28,511.00	$ 851.00
Courier/Express Mail	$		$	$
Tax Service Fee	$ 50.00		$	$
Underwriting Fee	$ 799.00		$	$
Misc PROCESSING FEE	$		$	$
Misc APPLICATION F	$ 900.00		$	$
Misc LN ORIGIN	$ 2,802.50		$	$
Interim Interest	$ 725.58		$	$
Haz Ins Prem	$ 3,957.00		$	$
Misc	$		$	$
Other Items	$		$	$
Escrows	$ 3,127.32		$	$
Clsg Agent/Atty Fee	$ 300.00		$	$
Doc Prep (third party)	$ 80.00		$	$
Title Charges	$ 1,426.50		$	$
Recording Fees	$ 31.00		$	$
City/Cnty Tax Stamps	$		$	$
St Tax/Stamps	$	AMERICAS SERVI	$ 540,288.62 *	$ 5,044.00
Assignment of Mtg	$		$	$
Misc	$	FREMONT INVEST	$ 554,139.00	$ 5,390.00
	$		$ 481,475.00	$
Survey	$		$	$
Pest Inspection	$		$	$
Amort Schedule	$		$	$
Misc	$		$	$
Misc	$			
Misc	$	Total Debt:	$1,153,545.62	$ 12,092.00
Misc	$	Total Payoffs:	$ 540,288.62	$ 5,044.00
Flood Cert Fee	$ 8.50	Total Outstanding Debt:	$ 613,257.00	7,048.00
Total Fees	$14,412.40	Cash to Borrower:	$ 5,798.98	

Closing Conditions * = Prior to closing condition.

* 1. NO INS. DEC PAGE W/ CORRECT COVERAGE & MTGEE CLAUSE P MET NDE 102506
* 2. CLEAR TITLE: W/ CORRECT MTGEE CLAUSE & LOAN AMT. U MET LLB 102406
* 3. SIGNED MLN CLOSING AGENT FEE SHEET WIHT E&O, WIRE INSTR, CPL P MET NDE 102506
* 4. SIGNED AND COMPLETED DOC ORDER REQUEST FORM P MET NDE 102506
* 5. TAXES & INSURANCE AMTS. NEEDED FOR 55% MAX. DEBT RATIO P MET NDE 102506
* 6. HUD1 TO PROVE OPTION1/ENC PREV. MTGE. WAS PD. @ FREMONT REFI U MET LLB 102406
7. COLLECT ALL PROPERTY TAXES DUE NOW.

* 15. CONTACT YOUR AM VIA PHONE/EMAIL NDELORENZO@MLNUSA.COM P MET NDE 102506

U/W: _____ Approval: 10/23/2006 Declined: _____ Add Info. _____

Processor: _____ L/O: _____ Client: _____

Imprvl rev 9/03

[redacted]

MONTGAGE LENDERS NETWORK USA, INC. [redacted]

LOAN APPROVAL 2 Yr Fixed 40YR BS cap Stated

10/23/2006 10/23/2006 Client: First Family Northern Corp. Contact: JENNIFER ZELINSKI 10/23/06

Date Requested: 10/20/2006 From: 949-487-9763 Fax #: 949-975-8686 12:57 p.m.

Borrower: [redacted]

Property Address: 5944 WESTWIND WAY, ANDERSON, SC 29626-8748

Closing Agent: [redacted] FD #: [redacted]

Address: [redacted] Fax #: [redacted]

Loan Officer: [redacted] Account Exec: [redacted] Account Mgr: [redacted] Loan Processor: [redacted]

Closing Date		Loan Amt	359,550.00	Term 480/360		Payment 4,871.83	
Product Type 2/28		Rate/Disc 9.1000		as Margin 6.9000		Rate Evalmg 11/23/2006	
Property Type 1 Family		Occupancy SECOND		Lien First		Doc Type STATED	Prepay Y 2
Purpose Refinance		Cr Scores TRW 649	TU 696	Equi 665		Prod Code FC1R2S40	
Gross Monthly Income:		Gross Monthly Debt:				Equity Calculation:	Credit Grd: A+
Borrower	$ 27,500.00	1st Mtg Payment	$ 4871.83			FMV/Purchase Price	$ 450,000.00
Co-Borrower	$	2nd Mtg Payment	$			1st Mtg Balance	$ 359,550.00
Gross Rental Inc	$	Hazard Insurance	$ 375.00			2nd Mtg Balance	$
Net Rental Inc (-)	$	Taxes	$ 468.27			LTV/SLTV	79.90 %
Bor Other	$	Outstanding Debt	$ 7,848.08			CLTV	85.00 %
Co-Bor Other	$	Other	$			Debt Ratio (Before)	46.82 %
Total Income	$ 27,500.00	Total Debt	$ 12,302.87			Debt Ratio (After)	46.46 %

			Creditor	Balance - */c/i	Mthly Pymt
Loan Origination	$		CREDIT FIRST N	$ 77.00	$ 10.00
Loan Discount	$		FORT MYRS BNK, -43:AUTHD USER-	$ 747.00	$ 30.00
Appraisal Fee	$ 325.00		APPLIED CARD B	$ 723.00	$ 35.00
Credit Report	$		RIVERSTONE MAYI	$ 8,810.00	$ 265.00
Inspection Fee	$		HFC	$ 8,125.00	$ 207.00
Doc Prep	$		SEARS/CITY	$ 165.00	$ 10.00
Application Fee	$		US NT ZMER	$ 12,387.00	$ 250.00
Rider Fee	$		HSBC NV	$ 332.00	$ 15.00
YSP 1.000 PTS	FOC		CHRYSLER FINAN	$ 25,511.00	$ 831.00
Courier/Express Mail	$			$	$
Tax Service Fee	$ 50.00			$	$
Underwriting Fee	$ 750.00			$	$
Misc PROCESSING FEE	$			$	$
Misc APPLICATION F	$ 350.00			$	$
Misc LN ORIGN	$ 2,802.00			$	$
Interim Interest	$ 3,908.51			$	$
Hzd Ins Prem	$ 4,500.00			$	$
Misc	$			$	$
Other Items	$			$	$
Escrows	$ 1,905.54			$	$
Clsg Agent/Atty Fee	$ 145.00			$	$
Doc Prep (third party)	$			$	$
Title Charges	$ 1,041.50			$	$
Recording Fees	$ 100.00			$	$
City/Cnty Tax Stamps	$			$	$
St Tax/Stamps	$		AMERICAN SERVI	$ 540,298.52	$ 5,044.00
Assignment of Mtg	$			$	$
Misc	$		FREMONT INVEST	$ 534,139.82	$ 3,380.00
	$		Option L	$ 481,476.06	$
Survey	$			$	$
Pest Inspection	$			$	$
Appnt Schedule	$			$	$
Misc	$			$	$
Misc	$				
Misc	$		Total Debt:	$1,553,565.92	$ 12,892.50
Misc	$		Total Payoffs:	$ 540,298.52	$ 5,044.00
Flood Cert Fee	$ 8.50		Total Outstanding Debt:	$ 813,267.00	7,848.50
Total Fees	$15,647.54		Cash to Borrower:	$ 3,793.53	

Closing Conditions -- Prior to closing conditions

- 1. NO TRD. REC PAGE W/ EXHIBIT COVERAGE & NTHEE CLAUSE P
- 2. CLEAR TITLE: W/ CURRENT NTHEE CLAUSE & LOAN AMT. P
- 3. SIGNED HUD CLOSING AGENT FEE SHEET WIRE HUD, WIRE INSTR. ETC. P
- 4. SIGNED AND COMPLETED DOC ORDER REQUEST FORM P
- 5. TAXES & INSURANCE AMTS. NEEDED FOR DTI MAX. DEBT RATIO P
- 6. NEED TO PROVE OPTION/END PREV. NTHE. WAS PD. = FREMONT HOPE O

7 Account only active to support receipt to bor (say - see P Un.
2 Mthly payoff of 481 dtl. 0450 mtg P ——→ In file ok.

- 15. CONTACT YOUR AE VIA PHONE/EMAIL WHEN/IF/WHERE CON P

UW: [redacted] Approved: 10/23/2006 Docs out: [redacted] Add'l Info: [redacted]

Processor: [redacted] LO: [redacted] Closer: [redacted]

Faxed on 6th

VOP

Uniform Underwriting and Transmittal Summary

I Borrower and Property Information

Borrower Name [redacted] SSN [redacted]

Co-Borrower Name SSN

Property Address [redacted]

Property Type
- [X] 1 unit
- [ ] 2-4 units
- [ ] Condominium
- [ ] PUD [ ] Co-op
- [ ] Manufactured Housing
  - [ ] Single Wide
  - [ ] Multiwide

Project Classification

Freddie Mac / Fannie Mac

- [ ] III Condo / [ ] P Limited Review New / [ ] E PUD
- [ ] II Condo / [ ] Q Limited Review Est. / [ ] E PUD
- [ ] I Condo / [ ] R Expedited New / [ ] I Co-op
- [ ] S Expedited Est. / [ ] 2 Co-op
- [ ] T Fannie Mae Review
- [ ] U FHA-approved

Project Name

Occupancy Status
- [ ] Primary Residence [X] Second Home
- [ ] Investment Property

Additional Property Information

Number of Units: One

Sales Price: $

Appraised Value: $ 580,000.00

580,000.00

Property Rights: [X] Fee Simple [ ] Leasehold

II Mortgage Information

Loan Type
- [X] Conventional
- [ ] FHA
- [ ] VA
- [ ] USDA/RHS

Amortization Type
- [ ] Fixed-Rate—Monthly Payments
- [ ] Fixed-Rate—Biweekly Payments
- [X] Balloon
- [X] ARM (type)
- [ ] Other (specify)

2 Yr Fixed 40YR 6% cap Stated

Loan Purpose
- [ ] Purchase
- [X] Cash-Out Refinance
- [ ] Limited Cash-Out Refinance (Fannie)
- [ ] No Cash-Out Refinance (Freddie)
- [ ] Home Improvement
- [ ] Construction to Permanent

Lien Position
- [X] First Mortgage
- Amount of Subordinate Financing: $
- (If HELOC, include balance and credit limit)
- [ ] Second Mortgage

Note Information

Original Loan Amount: $ 580,500.00

Initial P&I Payment: $ 4,518.61

Initial Note Rate: 9.450 %

Loan Term (in months): 480

B.P.I.C. RFCS

Mortgage Originator
- [ ] Seller
- [ ] Broker
- [ ] Correspondent

Buydown
- [ ] Yes
- [X] No

Terms

Broker/Correspondent Name and Company Name:

If Second Mortgage

Owner of First Mortgage
- [ ] Fannie Mae [ ] Freddie Mac
- [ ] Seller/Other

Original Loan Amount of First Mortgage: $

III Underwriting Information

Underwriter's Name: Philip Saith

Appraiser's Name/License #: Christopher A. Cortese/L-3845

Appraisal Company Name: Affordable Appraisal Services

Stable Monthly Income	Borrower	Co-Borrower	Total
Base Income	$ 27,500.00	$	$ 27,500.00
Other Income	$	$	$
Positive Cash Flow (subject property)	$	$	$
Total Income	$ 27,500.00	$	$ 27,500.00

Qualifying Ratios
- Primary Housing Expense/Income: %
- Total Obligations/Income: 44.71 %
- Debt-to-Housing Gap Ratio (Freddie): %

Loan-to-Value Ratios
- LTV: 95.00 %
- CLTV/TLTV: 95.00 %
- HCLTV/HTLTV: 95 %

Qualifying Rate
- [ ] Note Rate: 9.450%
- [ ] % Above Note Rate: %
- [ ] % Below Note Rate: %
- [ ] Bought-Down Rate: %
- [ ] Other: %

Level of Property Review
- [ ] Exterior/Interior
- [ ] Exterior Only
- [ ] No Appraisal

Form Number:

Risk Assessment
- [ ] Manual Underwriting
- [ ] AUS
  - [ ] DU [ ] LP [ ] Other
  - AUS Recommendation
  - DU Case ID/LP AUS Key #
  - LP Doc Class (Freddie)

Escrow (T&I)
- [X] Yes [ ] No

Representative Credit/Indicator Score: 666

Proposed Monthly Payments SUBJECT PROPERTY

First Mortgage P&I	$ 4,518.61
Second Mortgage P&I	$
Hazard Insurance	$ 321.42
Taxes	$ 408.27
Mortgage Insurance	$
HOA Fees	$
Lease/Ground Rent	$
Other flood	$
Total Primary Housing Expense	$ 5,248.30

Present Housing Payment: $

Other Obligations

Negative Cash Flow (subject property)	$
All Other Monthly Payments	$ 7,048.00
Total All Monthly Payments	$ 12,296.30

Borrower Funds to Close

Required	$
Verified Assets	$

Source of Funds

No. of Months Reserves

Interested Party Contributions: %

Community Lending/Affordable Housing Initiative: [ ] Yes [X] No

Home Buyer/Homeownership Education Certificate in file: [ ] Yes [X] No

Underwriter Comments

2nd home refi. Borrower purchased home 1/13/06.
Benefit is to reduce present mtge. rate and pmt.
A+ stated refi @ 95% LTV - 666 middle score.
Appraisal OK

IV Seller/Contract/Lender/Contact Information

Seller Name: MORTGAGE LENDERS NETWORK USA, INC.

Seller Address: 213 Court Street
Middletown, CT 06457

Seller No. Investor Loan No.

Seller Loan No. 3030078804

Master Commitment No.

Contract No.

Contact Name

Contact Title

Contact Phone Number: 1-800-691-0929 ext.

Contact Signature

Date

[redacted]

LOAN CLOSING IDENTIFICATION AFFIDAVIT

NOW COMES, Lora L Bland, Notary Public, being first duly sworn, deposes and says that he/she was the closer for the loan described below, and that he/she personally obtained and observed photographic identification or acceptable equivalent of the borrowers, and does hereby certify to the following:

NAME:
SOCIAL SECURITY NUMBER: [redacted]

NAME:
SOCIAL SECURITY NUMBER:

NAME:
SOCIAL SECURITY NUMBER:

NAME:
SOCIAL SECURITY NUMBER:

Lora L Bland
CLOSER Lora L Bland

WITNESS Robert L. Asher

STATE OF Florida COUNTY OF Volusia

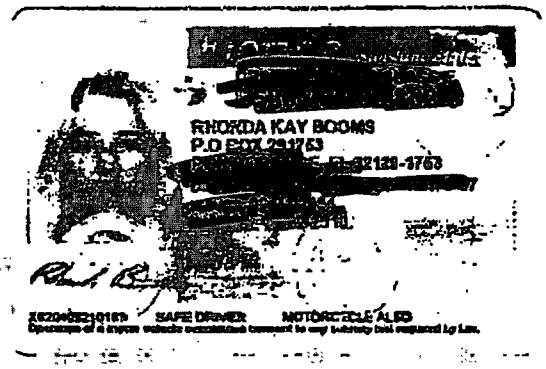
Sworn to and subscribed to before me this the 25th day of October, 2006

Lora L Bland
Notary Public Lora L Bland

My Commission Expires: 11/22/08

LORA L. BLAND
Notary Public - State of Florida
My Commission Expires Nov 22, 2008
Commission # DD 374381
Bonded by National Notary Assn.

[illegible] 10/11/2006


RHONDA KAY BOOMS
SAFE DRIVER
MOTORCYCLE ALERT

Processor/Acct Manager
Home Telephone Number Verification

Account Number: 3030076804

Borrower Last Name: BOOMS

Home Telephone Number: 386-304-4803

555-1212.com ✓

AT & T Directory: ____ **(attached)**

411: ____

Called Borrower: ____

Unable to Verify: ____

Processor/Acct Manager: _____

Date: 10-20-06

555-1212.com®
THE INFORMATION AUTHORITY

You are logged in as phonelookup@minusa.com
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BASIC SEARCH

No results were found.

- Quick Search
- New Movers
- Residential Listings
- Business Listings
- Reverse Search
- Places, Area Codes
- Country Codes
- Toll Free
- Account Management

Reverse Lookups By Phone Number

Phone Number: 3863044803 Search

Note: Include area code with phone number.

Reverse Lookups By Address

House Number:
Street Name:
City:
State: Choose State
Zip Code:

Search

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BORROWER'S CERTIFICATION & AUTHORIZATION

CERTIFICATION

Date Prepared: October 25, 2008

The undersigned certify the following:

1. I/We have applied for a mortgage loan from MORTGAGE LENDERS NETWORK USA, INC. (lender). In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment, and income information, and assets and liabilities. I/We certify that all the information is true and complete. I/We made no misrepresentations on the loan application or other documents, nor did I/we omit any pertinent information.
2. I/We understand and agree that MORTGAGE LENDERS NETWORK USA, INC. (lender) reserves the right to verify the information provided on the application with your employer and/or financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To whom it may concern

1. I/We have applied for a mortgage loan from MORTGAGE LENDERS NETWORK USA, INC. (lender). As part of the application process, MORTGAGE LENDERS NETWORK USA, INC. (lender) may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to MORTGAGE LENDERS NETWORK USA, INC. (lender) and/or to any of its agents, successors, assigns and to any prospective investor to whom MORTGAGE LENDERS NETWORK USA, INC. (lender) may sell my/our mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; credit reports; and copies of income tax returns.
3. MORTGAGE LENDERS NETWORK USA, INC. (lender) or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to MORTGAGE LENDERS NETWORK USA, INC. (lender) or the investor that purchased the mortgage is appreciated.

RHONDA K BOOMS
(Borrower's Signature)

[redacted]
(Social Security Number)

(Borrower's Signature)

(Social Security Number)

(Borrower's Signature)

(Social Security Number)

(Borrower's Signature)

(Social Security Number)

NEXIS CERTIFICATION

Borrower Name Rhonda Booms

Loan # 3030076804

Valid Residence: (Y/N) _____

Valid Social Security Number: (Y/N) _____

Undisclosed Properties found: (Y/N) _____

Underwriter's Initials PCS

Comments:

only Both prop's.

Revised 7-7-2006

INFORMATION SERVICES 11[illegible]reat Road, Cherry Hill, NJ 080[illegible] 800-635-4094 609-795-7517
CBA P Y R A M I D R E P O R T
INFORMATION SOLUTIONS
4 Executive Campus, Cherry Hill, NJ 08002 866-366-8308

Company CBA INFORMATION SOLUTIONS Co. #: 01
Prepared for: MORTGAGE LENDERS NETWORK USA Subscriber#:6909024 Case#: 3030076804
Report Type: INDIVIDUAL Rpt#:29107066 Received: 10/20/06 Released: 10/20/06
Credit and PR Source(s): XPN TU EFX Processor: JSH Cost: $7.83

[redacted]
Current Addr[illegible]

Who/ Assn: Code:	Subscriber Name / Account Number	Subscr # / Status comment	Open Date	Type / Term	Amount	Present status: Bal Date	Amount / Pay-ment	Past Balance	Due	# of times Mon past due Rev'd: 30 60 90

***** PROFILE SUMMARY *****

Legal Items.....	0	Past Due Amts....	$3012	Tradelines....	24	Inqs/90 Days....	7
Mortgage Bal.....81566431		Mortgage Pmts....	$14309	Paid Accts....	5	New Derog.....	3
Install Bal.....	$52740	Sch/Rat Pmts.....	$16209	Satis Accts...	20	Was Derog.....	0
Revolving Bal....	$18257	Revolving Avail..	09%	Not Paid AA...	0	Oldest Trade....09/92	

***** DEROGATORY CREDIT *****

A1 APNI Y 096HR009 07/01 COL 02/01/05 Y9 43 0 0 0
TU 2002300327 COLL ACCT 02/05 OPN $2453 UNKN $2453 $2453
ACCOUNT INFORMATION DISPUTED BY CONSUMER
ORIGINAL CREDITOR: 10 BELL SOUTH MOBILITY
LINE ITEM ASSOCIATED WITH ADDRESS BELOW:
37 TINA MARIA CI PONCE INLET FL 32127
SUBSCRIBER MAY BE CONTACTED AT (309) 828-5226

A1 828YC00000 01/01 COL Y9 22 0 0 0
EFX 107701150110005 COLL ACCT 11/02 UNK $559 $10 $359 $559
MEDICAL

A1 HSBC NV BC 7200470 01/00 CRC 02/28/05 RE 62 1 1 2
XPN 544910083779 CHARGE OFF 02/05 REV $250 $0 $0 $0
PURCHASED BY ANOTHER LENDER
CLOSED
TRANSFERRED
AMOUNT CHARGED OFF: 638
MAX DELINQ: CHG/COL, 01/2003
SUBSCRIBER MAY BE CONTACTED AT (800) 379-7999

***** TRADE LINES *****

A1 PREMONT INVESTMENT & 180FAG2047 05/06 R/C 10/01/06 NC 5 0 0 0
EFX 6000230923 CURR ACCT 10/06 360 $555000 $5390 $554139 $0

A1 AMERICAS SERVICING CO FN 2907273 03/06 R/C 10/01/06 NC 7 0 0 0
XPN 1061127090408 CURR ACCT 10/06 360 $532000 $5044 $530817 $0
SUBSCRIBER MAY BE CONTACTED AT (888) 828-2377

A1 OPTION ONE Q 01UC8001 07/05 R/C 03/06/06 NC 8 0 0 0
TU 64700C0018231241 CURR ACCT 03/06 360 $481500 $3875 $481475 $0
LINE ITEM ASSOCIATED WITH ADDRESS BELOW:
27 TINA MARIA CI PONCE INLET FL 32127
SUBSCRIBER MAY BE CONTACTED BY MAIL ONLY:
3 ADA, IRVINE CA 92618

A1 CHRYSLER FINANCIAL FF 3620233 03/05 AUT 09/30/06 IC 19 0 0 0
XPN 1010777072 CURR ACCT 09/06 060 $35403 $851 $28511 $0
SUBSCRIBER MAY BE CONTACTED BY MAIL ONLY:
5225 CROOKS RD STE 140, TROY MI 48098

A1 BK OF AMER BB 1198830 04/06 REC 09/30/06 IC 6 0 0 0
XPN 591020066766448 CURR ACCT 09/06 UNK $12840 $259 $12307 $0
SUBSCRIBER MAY BE CONTACTED BY MAIL ONLY:
201 N TRYON ST. CHARLOTTE NC 28255

A1 RIVERSIDE NATIONAL BAN BB 1192367 08/05 AUT 10/06/06 IC 14 0 0 0
XPN 971550025655 CURR ACCT 10/06 060 $10744 $266 $8910 $0
SUBSCRIBER MAY BE CONTACTED AT (800) 742-3283

A1 HFC FP 2511074 07/06 C/C 10/06/06 RC 3 0 0 0
XPN 0006155675 CURR ACCT 10/06 REV $8000 $202 $8126 $0
SUBSCRIBER MAY BE CONTACTED AT (800) 365-0175

A1 HFC - USA F 02351660 07/06 C/C 10/06/06 CC 3 0 0 0
TU 312100C0615 CURR ACCT 10/06 UNK $8156 $202 $8126 $0
LINE ITEM ASSOCIATED WITH ADDRESS BELOW:
37 TINA MARIA CI PONCE INLET FL 32127
SUBSCRIBER MAY BE CONTACTED AT (800) 365-0175

A3 FRST NATL BNK/SAVE CRE BC 2218120 05/01 CRC 10/16/06 RC 66 0 0 0
XPN 541366210040 CURR ACCT 10/06 REV $800 $30 $741 $0
SUBSCRIBER MAY BE CONTACTED AT (605) 782-3432

A1 APPLIED CARD BANK BC 1216355 10/04 CRC 10/13/06 RC 24 0 0 0
XPN 422709289605 CURR ACCT 10/06 REV $1100 $35 $723 $0
SUBSCRIBER MAY BE CONTACTED BY MAIL ONLY:
800 DELAWARE AVE, WILMINGTON DE 19801

A1 HSBC NV [redacted]240877 07/06 CRC [redacted]9/30/06 RC 2 0 0 0
XPN 540792502526 CURR [redacted] 09/06 REV $800 $1[redacted] $318 $0
SUBSCRIBER MAY BE CONTACTED AT (800) 477-6000

A1 SHELL/CITI BC 1232910 08/05 CRC 10/01/06 RC 13 0 0 0
XPN 36763 CURR ACCT 10/06 REV $425 $10 $146 $0
SUBSCRIBER MAY BE CONTACTED BY MAIL ONLY:
PO BOX 6003, HAGERSTOWN MD 21747

A1 CREDIT [redacted] 10/19/06 RC 78 0 0 0
XPN 67165 [redacted] $18 $77 $0
SUBSCRIBER MAY BE CONTACT[redacted]

A1 [redacted] MORTGAGE SERVICES [redacted] 12/04 R/C [redacted] 0 0 0
XPN 8740059782159 CURR ACCT 04/05 360 $380000 $0 [redacted] $0
ACCOUNT TRANSFERRED TO ANOTHER LENDER
CLOSED
SUBSCRIBER MAY BE CONTACTED AT (714) 634-2474 prev.

A4 COMERICA BANK BB 2110500 08/95 AUT 08/29/97 IB 25 0 0 0
XPN 1405240500021200 PAID SATIS 08/97 060 $27703 $0 $0 $0
CLOSED
SUBSCRIBER MAY BE CONTACTED BY MAIL ONLY:
MAIL CODE 7240, DETROIT MI 48275

A1 COMMERICA BANK-DETRO 905BB01643 08/97 I/L IC 10 0 0 0
EFX 2225052505001013? PAID SATIS 06/98 UNK $31869 $0 $0 $0
ACCOUNT TRANSFERRED OR SOLD

A1 EMC MORTGAGE FM 3903196 07/05 R/C 06/01/06 MB 11 0 0 0
XPN 5890016025746 PAID SATIS 06/06 360 $481500 $0 $0 $0
CLOSED
SUBSCRIBER MAY BE CONTACTED AT (972) 444-2800 prev.

A4 FORD CRED FA 2620721 03/93 AUT 03/31/01 IB 97 0 0 0
XPN 12406533 PAID SATIS 03/01 001 $8818 $0 $0 $0
CLOSED
AMOUNT CHARGED OFF: 8062
SUBSCRIBER MAY BE CONTACTED AT (317) 941-3935

A5 FRD MOTOR CR F 03796761 09/92 AUT 07/01/98 I 75 0 0 0
TU ABA186FRSS UNRATED 07/98 060 $20865 $0 $0 $0
CLOSED
LINE ITEM ASSOCIATED WITH ADDRESS BELOW:
37 TINA MARIA CI PONCE INLET FL 32127
SUBSCRIBER MAY BE CONTACTED BY MAIL ONLY:
POB 542000, OMAHA NE 68154

A1 HOMEQ FM 7906302 12/04 R/C 08/01/05 MB 8 0 0 0
XPN 69303223139204 PAID SATIS 08/05 360 $380000 $0 $0 $0
CLOSED
SUBSCRIBER MAY BE CONTACTED AT (877) 867-7378 prev

A1 LITTON LOAN SERVICING FE 3900947 03/06 R/C 06/30/06 MB 3 0 0 0
XPN 0000000020324331 CURR ACCT 06/06 360 $532000 $0 $0 $0
CLOSED
TRANSFERRED
SUBSCRIBER MAY BE CONTACTED AT (713) 960-9676 New America's

***** INQUIRIES *****

C B ASSO FIL Z 00004048 10/20/06
TU INQUIRY
LINE ITEM ASSOCIATED WITH ADDRESS BELOW:
37 TINA MARIA CI PONCE INLET FL 32127

CBD Z 00049997 10/11/06
TU INQUIRY
LINE ITEM ASSOCIATED WITH ADDRESS BELOW:
37 TINA MARIA CI PONCE INLET FL 32127
SUBSCRIBER MAY BE CONTACTED AT (410) 742-9551

CREDIT BUREAU OF DEL 8012B00982 10/11/06
EFX INQUIRY

CREDIT PLUS FR 1971155 10/11/06
XPN INQUIRY
SUBSCRIBER MAY BE CONTACTED AT (410) 742-9551

LANDAU CR SV Z 07183287 09/27/06
TU INQUIRY
LINE ITEM ASSOCIATED WITH ADDRESS BELOW:
37 TINA MARIA CI PONCE INLET FL 32127
SUBSCRIBER MAY BE CONTACTED AT (877) 774-6361

LANDAMERICA CREDIT SVC FR 1970744 09/27/06
XPN INQUIRY
SUBSCRIBER MAY BE CONTACTED AT (559) 277-6940

LANDAMERICA-FRSN 401ZB01168 09/27/06
EFX INQUIRY

***** EMPLOYMENT *****

A R KAY GROUP Hired: Reported: 09/05
TU Left: Last Upd: 09/05

A ARRAY GROUP INC Hired: Reported: 08/05
TU Left: Last Upd: 08/05

A R KAY GROUP INC Hired: Reported: 03/04

```
XPN                                  Left:          Last Upd: 03/0[redacted]
-------------------------------------------------------------------------------
 A  DIVERSIFIED GR                   Hired:         Reported: 03/99
XPN                                  Left:          Last Upd: 03/99
-------------------------------------------------------------------------------
 A  DYNAMIC ACHIEVERS PRESIDENT      Hired:         Reported:
EFX                                  Left:          Last Upd:
-------------------------------------------------------------------------------
 A  FORUM HEALTH CLUB                Hired:         Reported:
EFX  VERO BCH, FL                    Left:          Last Upd:
-------------------------------------------------------------------------------
***** ADDRESSES *****
-------------------------------------------------------------------------------
 A  PO BOX 291753                                   Reported: 07/26/02
XPN PORT ORANGE, FL  32129-1753                     Last Upd: 01/20/05   Last Subs:
-------------------------------------------------------------------------------
 A  37 TINA MARIA CI                                Reported: 07/01/03
TU  PONCE INLET, FL  32127                          Last Upd: 08/01/03   Last Subs:
-------------------------------------------------------------------------------
 A  822 RIVERBEND BLVD                              Reported: 04/06/97
XPN LONGWOOD, FL  32779-2327                        Last Upd: 11/07/02   Last Subs:
-------------------------------------------------------------------------------
 A  916375 POB 916375                               Reported:
TU  LONGWOOD, FL  32791                             Last Upd:            Last Subs:
-------------------------------------------------------------------------------
***** RISK SCORES *****
-------------------------------------------------------------------------------
APPLICANT'S RISK SCORES...                                          RISK SCORE RANGE
EFX FACTA BEACON = 00666          FACTOR CODES = 00038,00014,00010,00008   300..850
TU NEW EMPIRICA = 00654           FACTOR CODES = 038,010,014,008           300..850
CITY NAME - PONCE INLET         *-FILE VARIATION-*
XPN FAIR, ISAAC V2 = 0650         FACTOR CODES = 10,08,14,05               300..850
-------------------------------------------------------------------------------
 The information and credit scoring model may be different
 than the credit score that may be used by the lender.
-------------------------------------------------------------------------------
***** RISK FACTOR CODES *****
-------------------------------------------------------------------------------
EFX FACTA BEACON
    00008 - TOO MANY INQUIRIES LAST 12 MONTHS
    00010 - PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK
            REVOLVING OR OTHER REVOLVING ACCOUNTS
    00014 - LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
    00038 - SERIOUS DELINQUENCY, AND DEROGATORY PUBLIC RECORD OR
            COLLECTION FILED
TU  NEW EMPIRICA
    008 -   TOO MANY RECENT CREDIT CHECKS
    010 -   PROPORTION OF REVOLVING BALANCES TO REVOLVING CREDIT LIMITS
            IS TOO HIGH
    014 -   INSUFFICIENT LENGTH OF CREDIT HISTORY
    038 -   Serious Delinquency, and public record or collection filed
            INQUIRIES IMPACTED THE CREDIT SCORE
XPN FAIR, ISAAC V2
    05 -    TOO MANY ACCOUNTS WITH BALANCES
    08 -    TOO MANY INQUIRIES LAST 12 MONTHS
    10 -    PROPORTION OF BALANCE TO HIGH CREDIT ON BANKING REVOLVING OR
             ALL REVOLVING ACCOUNTS
    14 -    LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
-------------------------------------------------------------------------------
***** PUBLIC RECORD DISCLOSURE *****
-------------------------------------------------------------------------------
 Public records have been checked for 7 years. If no public records were found, NONE will
 appear in the appropriate location.
                    Applicant __NONE__    Co-Applicant __NONE__
REPORT COMMENTS:
XPN     OFAC LIST HAS BEEN CHECKED
TU      APPLICANT NAME VARIATION: RHONDA KAY BOOMS
TU      APPLICANT NAME VARIATION: STROMBECK
EFX     APPLICANT NAME VARIATION:  RHONDA KAY BOOMS
XPN     APPLICANT NICKNAME: BOOMS RHONDA
TU      APPLICANT: INQUIRIES IMPACTED THE CREDIT SCORE
-------------------------------------------------------------------------------
If there are any questions on the above listed Trade Lines, please contact the following...
XPN:    EXPERIAN
        701 EXPERIAN PKWY
        PO BOX 2002
        ALLEN, TX 75013
        (888) 397-3742
        www.experian.com/reportaccess
TU:     TransUnion LLC
        2 BALDWIN PLACE, P.O. BOX 1000
        CHESTER, PA 19022
        800-888-4213
EFX:    EQUIFAX INFORMATION SERVICES LLC
        P O BOX 740241
        ATLANTA, GA 30374-0241
        800/685-1111
Prepared By: CBA Information Solutions
             4 Executive Campus
             Cherry Hill, NJ 08002
             1-866-365-8308
This report contains information supplied by the National Credit Bureau Systems named above,
which are also denoted within the left column of the report. Its contents have not been
verified by CBA Information Solutions and may contain duplicate information. While this report
is being used for some real estate lending purposes, it is not a Residential Mortgage Credit
Report as defined by FNMA, FHLMC, and FHA/VA guidelines.
                        * * *  E N D  O F  R E P O R T  * * *
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10-23-'06 17:28 FROM-[redacted]ns title T-970 P002/002 F-395

10/23/2006 15:55 9042970030 CHAD DIXON PAGE 01/01

CLOSING AGENT FEE SHEET

FROM: MORTGAGE LENDERS NETWORK - [redacted]

CLOSING AGENT: Lyons + Blount LLC

ATTORNEY: [redacted] 30236210

**PHONE: 706 360 0005 **FAX: 706 302-4833

EMAIL PACKAGE SUBMITTED: Lender ID: [redacted] User ID:

**EMAIL ADDRESS: ncclosingdocs@mortgagelenders.com

LOAN #: _____ LOAN AMOUNT: 360,500

BORROWER: Thomas CLOSING DATE/TIME: _____

REALTOR CHARGES: PROCURING FEE: ?? **FOR CHARGES ONLY - AMT $: _____ (AFE)

!!! [illegible] !!!

CLOSING/SETTLEMENT FEE	250	(AFE)
TITLE SEARCH FEE:	210	
TITLE EXAM FEE:		
TITLE UPDATE FEE:	50	
DOC PREP FEE: (Included VA)	100	
NOTARY FEE:		
ATTORNEY FEE: Trip Fee	100	(AFE)
** TITLE INSURANCE:	1010.50	(Total Required & must be charged on 2nd copy of HUD)
ENDORSEMENTS (TOTAL): ALTA 4/4.1/4.2/5 REQUIRED		
CURIER/OVERNIGHT (TOTAL)	20	(AFE)
**RECORDING FEE	30	(Required) Payable to: Anderson County
RELEASE/SATISFACTION FEE	15	Payable to: Anderson County
CONVEYANCE/STATE STAMPS/TAX		Payable to: _____
CERTIFICATE/ENDORSEMENT FEE:		(AFE)
TAX FEE	25	(AFE) (If Applicable)
POST CLOSING/HANDLING		(AFE)
REVIEW FEE		(AFE)
OTHER/MISC FEES		(AFE)

**City Tax and $: _____ (required) Date Due: _____

**County Tax and $: [redacted] (required) Date Due: Jan 15, 2007

- IF FEES/CHARGES ARE NOT LISTED ON THIS FEE SHEET, THEY CAN NOT BE SHOWN ON HUD.
- IF THE BROKER/MORTGAGE BANKER FEE IS PAYABLE TO THE CLOSING AGENT IT IS CALCULATED INTO THE AFE.

CLOSING AGENT SIGNATURE: Julia Fields

**MORTGAGE CLARES:
MORTGAGE LENDERS NETWORK USA, INC. NMLS#

**ADDRESS:
[redacted] MARKET ROAD, SUITE 425
ALPHARETTA, GA, 30022

**AGENCY ONLY **
MORTGAGE LENDERS NETWORK USA, INC., DBA LENDERS NETWORK

**MARSH INSURANCE BUYERS P.O. BOX [redacted], TROY NY [redacted]

#3

CREDIT PLUS INC
31550 Winterplace Parkway, Salisbury, MD 21801
(800) 258-3488 * FAX (800) 258-3287

INFILE CREDIT REPORT

Report No 8808916

pulled

Date Received	Date Issued	Requested By
10/11/2006	10/11/2006	TONY ZELINSKI
Loan Type	Reissue # 8808916	Charges $11.81
Sources XP/TU/EF	Reference # 6677386	

Provided For: [redacted]

GENERAL INFORMATION

Borrower	[redacted] Social Security [redacted]
Co-Borrower Name	
Current Address	[redacted]
Previous Address	
Marital Status	
Dependents	10/23/06 S/W Ashley # Verified Unavailable

BORROWER		CO-BORROWER	
Employer		Employer	
Position		Position	
Since	Income	Since	Income
Verified By		Verified By	

CREDIT HISTORY

MARKING	PRINCIPAL	CREDITOR NAME / ACCOUNT NUMBER	DATE REPORTED / DATE LAST ACTIVITY	DATE OPENED	HIGH CREDIT	BALANCE / TERMS	PAST DUE AMOUNT	HISTORICAL STATUS MOS REV	TIMES PAST 30	TIMES PAST 60	TIMES PAST 90+	PRESENT STATUS
		SCORE MODELS										
1		RHONDA KAY BOOMS - 266638716 EQUIFAX/BEACON 5.0			666							
		00038 - SERIOUS DELINQUENCY, AND DEROGATORY PUBLIC RECORD OR COLLECTION FILED 00014 - LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED 00010 - PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS 00008 - TOO MANY INQUIRIES LAST 12 MONTHS										
2		RHONDA KAY BOOMS - 266638716 TRANSUNION/FICO CLASSIC (04)			696							
		038 - SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED 010 - PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS 008 - TOO MANY INQUIRIES LAST 12 MONTHS FA - INQUIRIES IMPACTED THE CREDIT SCORE										
3		RHONDA K BOOMS - 266638716 EXPERIAN/FAIR, ISAAC (VER. 2)			650							
		10 - PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS 08 - TOO MANY INQUIRIES LAST 12 MONTHS 14 - LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED 05 - TOO MANY ACCOUNTS WITH BALANCES										
		CREDIT										
B	B	FREMONT FIL 6000230923 REAL ESTATE MORTGAGE, CONVENTIONAL MORTGAGE	09/06 09/06	05/06	$555000 MTG	$554428 360 $5390	$0	03	0	0	0	M1 XP/TU/EF
B	B	AMERICAS SERVICING 1061127090408 CONVENTIONAL REAL ESTATE LOAN, INCLUDING PURCHASE MONEY FIRST	10/06 09/06	03/06	$532000 MTG	$530817 360 $5044	$0	2	0	0	0	M1 XP/TU/EF
B	B	OPTION ONE 6470000018231241 CONVENTIONAL REAL ESTATE MORTGAGE	03/06 02/06	07/05	$481500 MTG	$481475 360 $3875	$0	04	0	0	0	M1 TU
B	B	CHRYSLER FINANCIAL 1010777072	09/06 09/06	03/05	$35403 AUTO	$28511 060 $851	$0	19	0	0	0	I1 XP/TU/EF
B	B	BK OF AMER 59102006766448 RECREATIONAL MERCHANDISE	09/06 09/06	04/06	$12840 INST	$12307 UNK $269	$0	6	0	0	0	I1 XP/TU/EF
B	B	RIVERSIDE NATIONAL 97155002655	09/06 08/06	08/05	$10744 AUTO	$9058 060 $266	$0	13	0	0	0	I1 XP/TU/EF

ECOA KEY: B-BORROWER; C-CO-BORROWER; S-SHARED; J-JOINT; U-UNDESIGNATED; A-AUTHORIZED USER

The information contained in this report is furnished in response to an inquiry for the purpose of evaluating credit data. It has been obtained from sources deemed reliable, the accuracy of which has not been guaranteed. This report has been furnished by [redacted] subject to the terms and conditions of the Fair Credit Reporting Act. Credit Plus, Inc. [redacted] Residential Mortgage Credit Reports meet the standards prescribed by U.S. Dept. of HUD, FHA, VA, USDA, VETCO & FSA, Fannie and Freddie Mac.

CREDIT PLUS INC
31550 Winterplace Parkway, Salisbury, MD 21801
(800) 258-3488 * FAX (800) 258-3287

INFILE CREDIT REPORT

Report No 8808916

Date Received	Date Issued	Requested By
10/11/2006	10/11/2006	TONY ZELINSKI
Loan Type	Reissued	
Score		

Provided For: FAMILY FIRST MORTGAGE FL-0498
33 OLD KINGS RD N. , STE 1
PALM COAST, FL 32137

Borrower
Co-Borrower
Current Address
Previous Address
Marital Status
Dependents

CREDIT HISTORY

EXCA	WHO PAYS	CREDITOR NAME / ACCOUNT NUMBER	DATE REPORTED / DATE LAST ACTIVITY	DATE OPENED	HIGH CREDIT	BALANCE / TERMS	PAST DUE AMOUNT	HISTORICAL STATUS: MOS REV	MOS 30-	MOS 60-	MOS 90-	PRESENT STATUS
B	B	HFC 00-06159675 CHECK CREDIT OR LINE OF CREDIT	10/06 09/06	07/06	$8000 REV	$8126 MIN $202	$0	3	0	0	0	R1 XP/TU/EF
A3 A	B	FRST NTNL BNK/SAVS 5433601100403402	09/06 09/06	05/01	$800 REV	$748 $30	$0	65	0	0	0	R1 XP/TU/EF
B	B	APPLIED CARD BANK 422709389605	09/06 09/06	10/04	$1100 REV	$666 MIN $35	$0	23	0	0	0	R1 XP/TU/EF
B	B	HSBC NV 5407915O2526	09/06 08/06	07/06	$800 REV	$318 $15	$0	2	0	0	0	R1 XP/TU/EF
B	B	SHELL/CITI 367636479	10/06 08/06	09/05	$425 REV	$146 MIN $10	$0	13	0	0	0	R1 XP/TU/EF
J	B	CREDIT FIRST N A 671455592	09/06 09/06	05/00	$547 REV	$50 MIN $10	$0	77	0	0	0	R1 XP/TU/EF
B	B	AMC MORTGAGE SERVI 8740069782159 TRANSFERRED TO ANOTHER LENDER; CONVENTIONAL REAL ESTATE LOAN, INCLUDING PURCHASE MONEY FIRST	04/05 03/05	12/04	$380000 MTG 360	$0 $0	$0	4	0	0	0	M1 XP/TU/EF
B	B	COMERICA 22250525050010138 ACCOUNT TRANSFERRED OR SOLD	06/98 05/98	08/97	$31869 AUTO 60	$0 $0	$0	09	0	0	0	I1 TU/EF
F	B	COMERICA BANK 140524050002120	08/97	08/95	$27703 AUTO 060	$0 $0	$0	25	0	0	0	I1 XP/TU
B	B	EMC MORTGAGE 5890014025746 CONVENTIONAL REAL ESTATE LOAN, INCLUDING PURCHASE MONEY FIRST	06/06 05/06	07/05	$481500 MTG 360	$0 $0	$0	4	0	0	0	M1 XP/TU/EF
P	B	FORD CRED 32406333	03/01	03/93	$8818 AUTO 001	$0 $0	$0	97	0	0	0	I1 XP
S	B	FRD MOTOR CR ABA186FR55 CLOSED	07/98 04/98	09/92	$20865 AUTO 60	$0 $0	$0		-	-	-	I1 TU
B	B	HOMEQ 6930323139204 CONVENTIONAL REAL ESTATE LOAN, INCLUDING PURCHASE MONEY FIRST	08/05 06/05	12/04	$380000 MTG 360	$0 $0	$0	3	0	0	0	M1 XP/TU/EF
B	B	LITTON LOAN SERVIC 00000000020324331 CONVENTIONAL REAL ESTATE LOAN, INCLUDING PURCHASE MONEY FIRST; TRANSFERRED TO ANOTHER LENDER	06/06 05/06	03/06	$532000 MTG 360	$0 $0	$0	2	0	0	0	M1 XP/TU/EF
B	B	OPTION ONE MORTGAG 6470018231241 TRANSFERRED TO ANOTHER LENDER; CONVENTIONAL REAL ESTATE LOAN, INCLUDING PURCHASE MONEY FIRST	12/05 11/05	07/05	$481500 MTG 360	$0 $0	$0	2	0	0	0	M1 XP

ECOA KEY: B=BORROWER; C=CO-BORROWER; S=SHARED; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER

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[redacted] [redacted]

CREDIT PLUS INC

31550 Winterplace Parkway, Salisbury, MD 21801
(800) 258-3488 * FAX (800) 258-3287

INFILE CREDIT REPORT

Report No 8808916

Date Received	Date Issued	Requested By
10/11/2006	10/11/2006	TONY ZELINSKI
Loan Type [redacted]	Reissue # [redacted]	Charges [redacted]
Sources [redacted]		

Provided For: FAMILY FIRST MORTGAGE, [redacted]
33 OLD KINGS RD N. , STE 1
PALM COAST, FL 32137

GENERAL INFORMATION

Borrower [redacted]
Co-Borrower Name [redacted]
Current Address [redacted]
Previous Address [redacted]
Marital Status
Dependents

CREDIT HISTORY

ECOA	CREDITOR NAME / ACCOUNT NUMBER	DATE REPORTED / DATE LAST ACTIVITY	DATE OPENED	HIGH CREDIT	BALANCE / TERMS	PAST DUE AMOUNT	HISTORICAL STATUS: TIMES REV	30-	60-	90-	PRESENT STATUS
	COLLECTION ACCOUNTS										
B	AFNI	02/05	07/01	$2453	$2453	$2453		-	-	-	09
B	2002300327			COLL	$-						TU
	ACCOUNT INFORMATION DISPUTED BY CONSUMER; ORIGINAL CREDITOR: 10 BELL SOUTH MOBILITY										
B		11/02	01/01	$559	$559	$559		-	-	-	09
B	10770115011005	09/00		COLL	$-						XF
	MEDICAL; ORIGINAL CREDITOR: MEDICAL PAYMENT DATA, ASSIGNED ON 01/01										
B	HSBC NV	02/05	01/00	$300	$0	$0	62	1	1	2	R9
B	544910083779	05/00		REV	$0						XF/TU/XF
	Late Dates: NO LATES IN PAST 24 MONTHS										
	TRANSFERRED TO ANOTHER LENDER; PURCHASED BY ANOTHER LENDER										

INQUIRIES (ONLY LAST 90 DAYS SHOWN)

XF	09/27/06	INFO1-FRSN
TU	09/27/06	LANDAM CR SV
XP	09/27/06	LANDAMERICA CREDIT SVC
XF	07/15/06	HSBC NV
XF	07/13/06	CHASE/CC

PUBLIC RECORDS

*** NO RECORD FOUND ***

TRADE SUMMARY

	COUNT	BALANCE	HIGH CREDIT	PAYMENT	PAST DUE
MORTGAGE	8	1566720	1568500	14309	0
AUTO	6	37569	46147	1117	0
EDUCATION	0	0	0	0	0
OTHER INSTALLMENT	1	12307	12840	269	0
OPEN	0	0	0	0	0
REVOLVING	7	10054	11672	302	0
OTHER	2	3012	3012	0	3012
TOTAL	24	1629662	1642171	15997	3012

SECURED DEBT 1604289 — OLDEST TRADELINE 09/92
UNSECURED DEBT 25373 — DEBT/HIGH CREDIT 99%

DEROGATORY SUMMARY

CHARGE OFFS	1	DELINQ 30 DAYS	1	INQUIRIES	5
COLLECTIONS	2	60 DAYS	1		
BANKRUPTCY ACCOUNTS	0	90 DAYS	1		
PUBLIC RECORDS	0	OTHER	0		

MISCELLANEOUS INFORMATION

Instant View Password: AV-3C451E64

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CREDIT PLUS INC
31550 Winterplace Parkway, Salisbury, MD 21801
(800) 258-3488 * FAX (800) 258-3287

INFILE CREDIT REPORT

Report No 8808916

Date Received	Date Issued	Requested By
10/11/2006	10/11/2006	TONY ZELINSKI
Loan Type	Reissue #	Charges
		$ 1.81
Source	Reference #	

Provided For: [redacted]

CONSUMER INFORMATION

Borrower Name [redacted]
Co-Borrower Name
Current Address 37 [redacted]
Previous Address
Marital Status
Dependents

CREDIT HISTORY

CREDITOR NAME / ACCOUNT NUMBER	DATE REPORTED / DATE LAST ACTIVITY	DATE OPENED	HIGH CREDIT	BALANCE / TERMS	PAST DUE AMOUNT	HISTORICAL STATUS: MOS REV	DAYS PAST DUE: 30x	60x	90x	PRESENT STATUS

To verify the authenticity of this credit report, please visit https://credit.creditplus.com and click on the Instant View link. Enter report number 8808916 and password AV-3C451E64 to view the report. For any inquiries regarding this report or services provided by CREDIT PLUS please contact us at (800) 258-3488.

SOURCE OF INFORMATION

1 - EQUIFAX 10/11/06
NAME: RHONDA KAY BOOMS DOB: 10/02/62
NAME: RHONDA K BOOM
SSN: 266-63-8716
ADDRESS: 37 TINA MARIA CIR, PONCE INLET, FL 32127
ADDRESS: PO BOX 291753, PORT ORANGE, FL 32129
ADDRESS: 822 RIVEREND BV, LONGWOOD, FL 32279
EMPLOYER: DYNAMIC ACHIEVERS PRESIDENT CE/SALES TRAINING/
EMPLOYER: FORUM HEALTH CLUB/MANAGER/VERO BCH FL

2 - TRANSUNION 10/11/06
NAME: RHONDA KAY BOOMS
NAME: STROMBECK
NAME: DOB: 10/02/62
SSN: 266-63-8716
ADDRESS: 37 TINA MARIA CI, PONCE INLET, FL 32127 08/03
ADDRESS: 291753 POB 291753, PORT ORANGE, FL 32129 07/03
ADDRESS: 916375 POB 916375, LONGWOOD, FL 32791
EMPLOYER: R KAY GROUP//
EMPLOYER: ARKAY GROUP INC//
PHONE: 304-4803 - RESIDENCE

3 - EXPERIAN 10/11/06
NAME: RHONDA K BOOMS YOB: 1962 DOB: N/A
NAME: BOOMS RHONDA
SSN: 266-63-8716
ADDRESS: 37 TINA MARIA CIR, PONCE INLET, FL 321277029 09/04
ADDRESS: PO BOX 291753, PORT ORANGE, FL 321291753 07/03
ADDRESS: 822 RIVEREND BLVD, LONGWOOD, FL 327792327 04/97
EMPLOYER: R KAY GROUP INC// 03/04
EMPLOYER: DIVISIFIED GR// 03/99

CREDITORS

1ST SAV CC	500 E 60TH ST N, SIOUX FALLS, SD 57104	605-782-3461
AFNI	POB3427, BLOOMINGTON IL 61702	309-828-5226
AMERICAS SERVICING CO	7485 NEW HORIZON WAY, FREDERICK MD 21703	866-430-0675
AMERICASSE	7495 NEW HORIZAN WAY, FREDERICK MD 21703	866-430-0675
AMERIQUEST	505 S MAIN ST, ORANGE CA 92868	800-430-5262
AMERIQUEST MORTGAGE C	505 CITY PKWY W, ORANGE CA 92868	800-430-5262
AMRQST MRT	505 SOUTH MAIN STREET ST, ORANGE CA 92868	800-430-5262
ASC	P O BOX 1217, CHARLOTTE, NC 28201	877-222-7875
BANKAMERICA	P.O. BOX 2240, BREA, CA 92822	800-200-6945
BK OF AMER	9000 SOUTHSIDE BLVD BLDG 600, JACKSONVILLE, FL 322	800-299-2265
CBD	530 RIVERSIDE DR, SALISBURY, MD 21801	410-742-9551
CHASE CIRCUIT CITY	201 N MARKET STREET, WILMINGTON, DE 19801	800-677-7101

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CREDIT PLUS INC

31550 Wintergreen Parkway, Salisbury, MD 21801
(800) 258-3488 * FAX (800) 258-3287

INFILE CREDIT REPORT

Report No 8808916

Date Received	Date Issued	Requested By
10/11/2006	10/11/2006	TONI [redacted]ELINSKI
Loan Type	Reissue #	Charge
[redacted]	[redacted]	[redacted]
Source	Reference #	

Provided For: FAMILY FIRST MORTGAGE FL-0498
13 OLD KINGS RD N. , STE 1
PALM COAST, FL 32137

GENERAL INFORMATION

Borrower [redacted] RHONDA K
Co-Borrower Name
Current Address [redacted]
Previous Address
Marital Status
Dependents

CREDIT HISTORY

ECOA / WHOSE	CREDITOR NAME / ACCOUNT NUMBER	DATE REPORTED / DATE LAST ACTIVITY	DATE OPENED	HIGH CREDIT	BALANCE / TERMS	PAST DUE AMOUNT	HISTORICAL STATUS: MOST RECENT	HISTORICAL STATUS: 30+	HISTORICAL STATUS: 60+	HISTORICAL STATUS: 90+	PRESENT STATUS
	CHRYS CRED	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-556-8172
	CHRYSLER	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-533-5600
	CITI-SHELL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-551-9685
	COMERICA BK	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	MAIL CNLY
	COMMERICA BANK-DETRO	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	216-362-5000
	CRDT FIRST	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	216-362-5000
	CREDIT FIRST	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	216-362-5000
	CREDIT FIRST N A	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	561-982-9111
	CROSS COUNTRY BANK	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-717-1007
	CROSSCNTRY	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	
	CRSS CNTY BK	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-561-5805
	DAIMLERCHRYS	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-205-9988
	DIRECT MERCHANTS BANK	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	480-718-4600
	DMCCB	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	972-444-2805
	EMC MORTG	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-723-3004
	EMC MORTGAGE	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	605-782-3432
	FIRST SVG CC	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	BYMAILONLY
	FORD CRED	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-732-2264
	FORD MOTOR CREDIT NAT	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-776-7511
	FREMONT INV	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-776-7511
	FREMONT INVESTMENT &	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-776-7511
	FREMONTI&L	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-547-8776
	HFC	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-365-0175 no
	HFC - USA	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-477-6000
	HHLD BANK	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-477-6000
	HHLD BANK CARD SERVIC	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	877-867-7378
	HOMEQ	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	
	HOUSEHOLD CREDIT SER	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-477-6000
	HSBC NV	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	818-226-3700
	LENDERS CRDT	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	559-277-6940
	LENDERS CREDIT/INFO C	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	713-960-9676
	LITONMTGSV	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-888-9646
	LITTON LOAN	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	713-960-9676
	LITTON LOAN SERVICING	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-648-9605
	OPTION ONE	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-648-9605
	OPTION ONE MORTGAGE C	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	561-466-1200
	RIVERSIDE NA	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	800-741-3283
	RIVERSIDE NATIONAL BA	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	877-867-7378
	WACH/HOMEQ	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	

[redacted] CROOKS, RD STE 140, TROY, MI 48098
ADDRESS NOT AVAILABLE, ATLANTA, GA 30309
P O BOX 15687, WILMINGTON DE 19850
MAIL CODE 7240, DETROIT, MI 48275
3551 HAMILTON RD., AUBURN HILLS, MI 48057
6275 EASTLAND ROAD, BROOK PARK, OH 44142
POB 81083, CLEVELAND, OH 44181
6275 EASTLAND RD, BROOK PARK, OH 44142
PO BOX 15371, WILMINGTON DE 19850
,
DISPUTE DEPARTMENT BOCA, RATON, FL 33431
P.O. BOX 9223, FARMINGTON HIL, MI 48333
PO BOX 43730, BALTIMORE, MD 21236
KIERLAND ONE, SCOTTSDALE AZ 85254
909 HIDDEN RDG #200, IRVING, TX 75038
PO BOX 141338, IRVING TX 75014
500 EAST 60TH ST N, SIOUX FALLS, SD 57104
5875 CASTLE CREEK PARK, INDIANAPOLIS, IN 46250
,
POB 8208, ORANGE CA 92864
175 N RIVERVIEW DR, ANAHEIM, CA 92808
175 RIVERVIEW DRIVE, ANAHEIM CA 92808
PO BOX 8633, ELMHURST IL 60126
P.O. BOX 1547, CHESAPEAKE VA 23320
PO BOX 98706, LAS VEGAS NV 89193
,
PO BOX 13716, SACRAMENTO CA 95853
2980 MRADE AVENUE BUILDINGA A, LAS VEGAS, NV 89102
POB 98706, LAS VEGAS NV 89193
20929 VENTURA BLVD SUITE 203, WOODLAND HILLS, CA 9
4670 N EL CAPITAN AVE ST, FRESNO, CA 93722
24 GREENWAY PLAZA #712, HOUSTON TX 77046
5373 W ALABAMA, HOUSTON, TX 77056
4828 LOOP CENTRAL DR, HOUSTON TX 77081
3 ADA, IRVINE CA 92618
3 ADA WAY, IRVINE CA 92618
2810 S FEDERAL HWY, FORT PIERCE FL 34982
5053 TURNPIKE FEEDER RD, FORT PIERCE, FL 34951
P. O. BOX 997126, SACRAMENTO, CA 95899

REMARKS

RHONDA K BOOMS YOB: 1962
EXPERIAN OFAC NAME MATCHING SERVICE: NO MATCH FOUND UNLESS OTHERWISE INDICATED

DISCLAIMER

An asterisk (*) following the payment amount indicates the repositories have no payment data and that the amount was automatically calculated as a percentage of the account balance.

This is a report containing information supplied by the repositories listed above. The merge process is automated and the report may include some duplications and/or omissions. Inquiries regarding any disputed items should be directed to the creditor reporting the item, or to the appropriate repository service center(s) listed below.

ECOA KEY: B=BORROWER; C=CO-BORROWER; S=SHARED; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER

The information contained in this report is furnished in response to your request for the purpose of underwriting credit [illegible] the accuracy of which the organization does not guarantee. The recipe has agreed to indemnify that reporting bureau for any damage arising from misuse of this information, and this report is furnished in reliance upon that indemnity. It must be held in strict confidence and complies with the provisions of Public Law 91-508, 15 U.S.C. 1681 et seq. for Credit Reporting Act. Credit Plus Inc. certifies that all Residential Mortgage Credit Reports meet the standards prescribed by U.S. Dept. of HUD, FHA, VA, USDA, FDCD & FSA, FannieMae and FHLMC.

CREDIT PLUS INC
31550 Winderpiace Parkway, Salisbury, MD 21801
(800) 258-3488 * FAX (800) 258-3287

INFILE CREDIT REPORT

Report No
8808916

Date Received	Date Issued	Requested By
10/11/2006	10/11/2006	TONY ZELINSKI
Loan Type	Reissue #	Charges
	8808916	$11.81
Sources	Reference #	
XPTUZF	10677356	

Provided For: [redacted]

GENERAL INFORMATION

Borrower [redacted]
Co-Borrower [redacted]
Current Address [redacted]
Previous Address [redacted]
Marital Status
Dependents

CREDIT HISTORY

CREDITOR NAME / ACCOUNT NUMBER	DATE REPORTED / DATE LAST ACTIVITY	DATE OPENED	HIGH CREDIT	BALANCE / TERMS	PAST DUE AMOUNT	HISTORICAL STATUS: MOS REV	HISTORICAL STATUS: TIMES PAST DUE 30-	60-	90-	PRESENT STATUS
[redacted]			[redacted]							

P.O. BOX 2002
ALLEN, TX 75013
888-397-3742
www.experian.com/reportaccess

P.O. BOX 2000
CHESTER, PA 19022
800-888-4213
www.transunion.com

P.O. BOX 740241
ATLANTA, GA 30374
800-685-1111
www.equifax.com

*** END OF REPORT 10/11/2006 4:28:18 PM ***

ECOA KEY: B=BORROWER; C=CO-BORROWER; S=SHARED; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER

The information contained in this report is furnished in response to an inquiry for the purpose of a closing loan sale. It has been obtained from sources deemed reliable, the accuracy of which we cannot guarantee. We do not assume any liability for any damage resulting from reliance of this information, and this report is furnished in reliance upon said indemnity. It must be held in strict confidence and complies with the provisions of Public Law 91-508, 15 USC 1681 et seq. Fair Credit Reporting Act. Credit Plus, Inc. certifies that all residential Mortgage Credit Reports meet the standards prescribed by U.S. Dept. of HUD, FHA, VA, USDA, RECD & FSA, FNMA and FHLMC.

FAMILY FIRST MORTGAGE FL-0498
33 OLD KINGS RD N. , STE 1
PALM COAST, FL 32137
830-627-8100

[redacted]

NOTICE TO THE HOME LOAN APPLICANT
CREDIT SCORE INFORMATION DISCLOSURE

[redacted]

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions regarding the terms of the loan, contact the lender.

Your credit scores were provided by the following credit reporting agencies:

[redacted]	[redacted]	[redacted]
PO Box 2000	PO BOX 2002	PO BOX 740241
CHESTER, PA 19022	ALLEN, TX 75013	ATLANTA, GA 30374
866-887-2673	888-397-3742	800-685-1111
www.transunion.com	www.experian.com/reportaccess	www.equifax.com

The following information about your credit scores was created on 10/11/2006.

[redacted]

Key factors affecting the score:
- SERIOUS DELINQUENCY, AND DEROGATORY PUBLIC RECORD OR COLLECTION FILED
- LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
- PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
- TOO MANY INQUIRIES LAST 12 MONTHS

[redacted]

Key factors affecting the score:
- SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED
- PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
- TOO MANY INQUIRIES LAST 12 MONTHS
- INQUIRIES IMPACTED THE CREDIT SCORE

[redacted]

Applicant : [redacted]
Name of Score: [redacted] 2)
Credit Score: [redacted]
Key Factors affecting the Score:
- PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
- TOO MANY INQUIRIES LAST 12 MONTHS
- LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
- TOO MANY ACCOUNTS WITH BALANCES

[redacted]

[redacted]

[redacted]

[redacted]

3030076804

MORTGAGE LENDERS NETWORK USA, INC.
Verification of Employment
Borrower 1 & Borrower 2 - Primary Job

Borrower 1: Name: [redacted]

Company Name: R. KAY GROUP INCORPORATED

Main Employer Address: _____

Employee Location Address: 5889 AIRPORT RD STE. 1409 PORT ORANGE, FL 32128

Employment phone number verified by outside source Y or N (circle one) If yes, list source 555-1212

Phone number of verified employment 386-760-0480

Currently on the job? Y or N (circle one) If on leave what is percentage of pay? _____

Date of Hire: _____ Position: _____ Termination Date: _____

Employment Contact/Position: _____

Pay Period: _____ (circle one) weekly bi-weekly monthly bi-monthly

Borrower 2: Name: S E SS# _____

Company Name: _____

Main Employer Address: _____

Employee Location Address: _____

Employment phone number verified by outside source Y or N (circle one) If yes, list source _____

Phone number of verified employment _____

Currently on the job? Y or N (circle one) If on leave what is percentage of pay? _____

Date of Hire: _____ Position: _____ Termination Date: _____

Employment Contact/Position: _____

Pay Period: _____ (circle one) weekly bi-weekly monthly bi-monthly

Processor/Acct. Manager: Paul Sawtz Date: 10/23/06

555-1212.com
THE INFORMATION AUTHORITY

You are logged in as phonelookup@minusa.com
Click here to Log Out

BASIC SEARCH

- Quick Search
- New Movers
- Residential Listings
- Business Listings
- Reverse Search
- Places, Area Codes
- Country Codes
- Toll Free
- Account Management

Search Results 1 record found

Jump to #

Address	Phone	vCard	Find Neighbors
R Kay Group Inc 37 Tina Maria Cir Ponce Inlet, FL 32127	386-760-0480		

« Previous 1 - 1 of 1 Next »

Result Tips

1. Click on the "Get vCard" link and the information will be automatically formatted for your address book.
2. Click on the "Find Neighbors" link to find other residents and businesses on that street.

Reverse Lookups By Phone Number

Phone Number 3867600480 Search

Note: Include area code with phone number.

Reverse Lookups By Address

House Number
Street Name
City
State Choose State
Zip Code

Search

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Current existence

keep

Source: Public Records > Public Records > Business & Corporation Information > Corporation & Partnership Registrations by State > FL Secretary of State Corporation, LP, LLC, LLP and Trademark Information
Terms: r.kay group inc. (Edit Search | Suggest Terms for My Search)

Select for FOCUS™ or Delivery

FLORIDA DEPARTMENT OF STATE

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE ISSUING GOVERNMENT AGENCY

FLORIDA DEPARTMENT OF STATE

Company Name: R. KAY GROUP, INC.

Mailing Address:
5889 AIRPORT RD STE 1409
PORT ORANGE, FL 32128

Type: DOMESTIC FOR PROFIT

current exist

Status: ACTIVE

Filing Date: 10/9/2003

State or Country of Incorporation: FLORIDA

Registered Agent: ROBERT L ASHER

Registered Office:
5889 AIRPORT RD STE 1409
PORT ORANGE, FL 32128

Federal Employer ID Number: NOT APPLICABLE

Filing Number: P03000111621

Annual Report:
Date Due: 2005
Date Filed: 9/2/2005

Date Due: 2004
Date Filed: 8/26/2004

Officers, Directors:
ROBERT L ASHER
PCEO
5889 AIRPORT RD STE 1409
PORT ORANGE, FL 32128

ROBERT L ASHER
SECRETARY
5889 AIRPORT RD STE 1409
PORT ORANGE, FL 32128

RHONDA BOOMS
VCOO
5889 AIRPORT RD STE 1409
PORT ORANGE, FL 32128

COO

RHONDA BOOMS

CFO

proof S/E

VCOO

TCFO
5889 AIRPORT RD STE 1409
PORT ORANGE, FL 32128

Source: Public Records > Public Records > Business & Corporation Information > Corporation & Partnership Registrations by State > FL Secretary of State Corporation, LP, LLC, LLP and Trademark Information
Terms: r.kay group inc. (Edit Search | Suggest Terms for My Search)
View: Full
Date/Time: Monday, October 23, 2006 - 10:23 AM EDT

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State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of R. KAY GROUP, INC., a Florida corporation, filed on October 9, 2003, as shown by the records of this office.

The document number of this corporation is P03000111621.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Ninth day of October, 2003

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EC2 (8-03)

Settlement Statement
Transactions without Sellers

U.S. Department of Housing and Urban Development

Borrower:	Rhonda Kay Booms, a single person 37 Tina Maria Circle Ponce Inlet, FL 32127
Lender:	Fremont Investment & Loan 4343 Anchor Plaza Parkway Suite 150 Tampa, Florida 33634
Property:	37 Tina Maria Circle Ponce Inlet, Volusia County, Florida 32127 Lot 12, Aegean Dunes Subdivision, Book 43, Page 35, Volusia County, Florida
Settlement Agent:	Noble Title Services, LLC
Place of Settlement:	13400 Sutton Park Drive South, Suite 1102, Jacksonville, Florida 32224 Duval County
Loan Number:	9250002309231 File Number: 2006-123
Settlement Date:	May 19, 2006 Interest Begins: May 24, 2006

L. SETTLEMENT CHARGES

800. Items Payable in Connection with Loan:		
801.	Underwriting Fee to Fremont Investment & Loan	1,018.00
802.	Tax Service Fee to LandAmerica Tax and Flood Services	48.00
803.	Flood Certification Fee to LandAmerica Tax and Flood Services	7.50
804.	Broker Fee to Access E Mortgage	2,775.00
805.	Processing Fee to Mutual Financial Processing	498.00
806.	Appraisal Fee to Access E Mortgage (paid $400.00)	
807.	Yield Spread Premium paid by lender to Access E Mortgage (paid $5,550.00)	
900. Items Required by Lender to be Paid in Advance:		
901.	Interest from May 24, 2006 to Jun 1, 2006 @ 141.4100 /day	1,131.28
903.	Hazard Insurance Premium to Florida Family Insurance	1,315.00
905.	Wind Insurance Premium to Citizens Wind	2,601.00
1000. Reserves Deposited with Lender:		
1001.	Hazard Insurance 3 months @ 109.59 per month	328.77
1004.	County Property Taxes 9 months @ 695.09 per month	6,255.81
1099.	Aggregate Accounting Adjustment	-657.57
1100. Title Charges:		
1101.	Settlement or Closing Fee	85.00
1102.	Abstract or Title Search to The Talon Group	75.00
1103.	Title Examination to Noble Title Services, LLC	
1104.	Title Insurance Binder	
1105.	Document Preparation	
1106.	Notary Fees	
1107.	Attorney Fees (includes above item numbers:	
1108.	Title Insurance to Noble Title Services, LLC (includes above item numbers:	1,855.00
1109.	Lender's Coverage 355,000.00 Risk Premium 1,855.00	
1111.	Endorsement 8.1 to Noble Title Services, LLC	25.00
1112.	Endorsement FL Form 9 to Noble Title Services, LLC	185.50
1113.	Endorsement 5.1 to Noble Title Services, LLC	25.00
1200. Government Recording and Transfer Charges:		
1201.	Mortgage Recording Fees	171.50
1203.	Mortgage State Tax/Stamps	1,942.50
1204.	Intangible Tax to Clerk of the Circuit Court	1,110.00
1205.	Satisfaction of Mortgage to Clerk of the Circuit Court	10.00
1206.	Notice of Termination to Clerk of the Circuit Court	10.00
1207.	Cooperation Fund Affidavit to Clerk of the Circuit Court	10.00
1300. Additional Settlement Charges:		
1400. Total Settlement Charges		20,825.29

M. DISBURSEMENTS to OTHERS

1501.	Courier/Wire/Handling Fee to Noble Title Services, LLC	75.00
1502.	Electronic Storage Fee to Fareniis	30.00
1503.	Payment on Account to EMC Mortgage Corporation	503,023.19
1504.	2005 Property Taxes to Volusia County Tax Collector (pro $8,007.41)	
1520. Total Disbursed to Others		503,128.19

N. NET SETTLEMENT

1600.	Loan Amount	355,000.00
1601.	PLUS Cash/Check from Borrower	

N. NET SETTLEMENT (cont'd)

1602.	MINUS Total Settlement Charges (Line 1400)	20,825.29
1603.	MINUS Disbursements to Others (Line 1520)	503,128.19
1604.	**EQUALS Disbursement to Borrower**	31,046.52

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

Borrower _____
Rhonda Kay Booms

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

Date: May 19, 2006
File No.: 2006-123

Settlement Agent _____
Heather Nelson

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

#6

EMC

Emc Mortgage Corporation
909 Hidden Ridge, Suite 200
Irving, TX 75038.....
.....

PAYOFF STATEMENT

May 05, 2006

Created By Emc Program
Rhonda Kay Booms
37 Tina Maria Circle
Ponce Inlet, FL 32127

LOAN NO: 0016025746
LOAN TYPE: Conventional
PROPERTY ADDRESS:
37 Tina Maria Circle
Ponce Inlet FL 32127

RE:
Rhonda Kay Booms

37 Tina Maria Circle
Ponce Inlet, FL 32127

****
* ONLY WIRE TRANSFERS OR CERTIFIED *
* FUNDS ARE ACCEPTED TO PAY OFF A LOAN *
****

THE INTEREST FIGURE IS GOOD THROUGH June 01, 2006.
NOTE: Funds received after June 01, 2006 will require an additional $ 104.08 interest per Day until EMC Mortgage Corporation (EMC) receives sufficient funds to pay the loan in full.

THIS LOAN IS DUE FOR THE May 01, 2006 PAYMENT.	
THE CURRENT TOTAL UNPAID PRINCIPAL BALANCE IS:	$ 481,475.65
INTEREST AT 7.89000%	6,331.40
PREPAYMENT PENALTY INTEREST	15,196.14
Fax Fee(s)	10.00
Recording Fee	10.00
Trustee Fees	.00
Prop Insp	.00
Proj Escrow	.00
O/S Atty Fees	.00
Release/Recon Fee	.00
Deferred Interest	.00
* * * * TOTAL AMOUNT TO PAY LOAN IN FULL * * * * *	$ 503,023.19

XP501-058/VOM

+ per Diem

#6

EMC Mortgage Corporation

FAX COVER SHEET

From:
Name:
Fax Number:
Voice Phone:

To:
Name: 0014025746 RHONDA KAY BOO
Company:
Fax Number: 9549054324
Voice Phone:

Fax Notes:

Date and time of transmission: Friday, May 05, 2006 12:00:52 PM
Number of pages including this cover sheet: 05

The documents which are attached to this telecopier cover letter contain information from EMC MORTGAGE CORPORATION and are intended solely for the use of the person or persons whose name appears above. This information may be confidential and/or legally privileged. If you have received this telecopy in error
we appreciate it if you would respect this confidentiality and notify the sender by telephone immediately so that we can arrange for the return of the documents to us at no cost to you

Underwriter Desktop Review

Borrower Name: Rhonda Beams			
Property Address: 5044 Westwind Way, Anderson, SC 29626			
"As-Is" Appraised Value: $ 590,000	Is appraiser on Stop List? Y/N NO		
Question	*Yes*	*No*	Response/Comments
General			
What is the Occupancy? Owner			2nd Home
Neighborhood			
Is the Market Value within neighborhood range?	✓		
Site			
Did the appraiser utilize 5 acres or less for valuation purposes?	✓		4.67 acres
Is the subjects highest & best use its current use?	✓		
Improvements			
Is the actual/chronological age the same or older than the effective age?	✓		
Comments			
Are items regarding negative aspects of the subject explained (Repairs needed, adverse environmental conditions)?			N/A
Cost to cure deferred maintenance (if applicable)?			N/A
Sales Comparison			
Do the comparable sales meet definitions? (Urban/Suburban/Rural)	✓		
Does the comparable sales distance match the actual mapped distance?	✓		
Are all comps within 12 months of appraisal date?	✓		
Is property in average or better condition?	✓		
Are at least 2 of the comps within 15% of subject's square footage?	✓		but Comp 4 too old
There are no line item condition adjustments.	✓		
Do adjustments meet MLN guidelines? (line, net, gross)		✓	See Below
Reconciliation			
Is the appraisal dated within 90 days of loan approval?	✓		
Is the appraisal and all addendums signed by licensed appraiser?	✓		

Approved By (print name): Phil Smith Date Completed: 10/23/06

Comments / Conditions:

* Comp #1 is 21% smaller GLA
* Comp #2 is 30% smaller GLA w/ > 10% Below grade Adj.
* Comp #3 has > 10% Below grade adj.
* Comp #4 is 44% smaller GLA w/ > 10% GLA Adj.
* Comp #5 a flip - 2210. w/os co.
* Comp 5 too old

* Subject purchase 1/06 for 560K. (see Lexis.) 590K w/in 5.25%

AFFIDAVIT OF NO NEW IMPROVEMENTS
AFFIDAVIT IN LIEU OF SURVEY

☑ **CHECK FOR AFFIDAVIT OF NO NEW IMPROVEMENTS**

That there have been no new improvements made to the property commonly known as: 5044 West Wind Way ANDERSON, SC 29626 since the survey dated _____ and issued by _____ which is attached hereto was made.

☐ **CHECK FOR AFFIDAVIT IN LIEU OF SURVEY**

That we did not receive a survey at the time we purchased the property, or, if we did receive a survey, we are now unable to locate it, nor have we subsequently obtained a survey. In addition, we have been advised by our Lender that they do not have a survey in their files, and to the best of our knowledge, we certify that the improvements (house, garage, outbuildings, fences, etc.) on the subject property are within the boundary, easement and set back lines (if any) of said property, and that there are no encroachments of improvements of adjoining property onto the subject property, and that we know of no assertion being made by any adjoining property owner(s), nor by us against any adjoining property owner(s), as to the location of boundary lines or disputes as to occupancy of any portions of our property or their property with the exceptions noted below, if any:

NONE

This affidavit is given to Nations Title Agency as an inducement to issue extended coverage on the proposed Owner's and/or Loan Policies over questions of survey, encroachments and easements not shown of record.

Dated: 10/25/06 Dated: _____

Borrower(s): Seller(s):

Subscribed and sworn to before me this 25th Day Of October, 2006

Notary Public Lora L Bland My Term Expires: 4/22/08

LORA L. BLAND
Notary Public - State of Florida
My Commission Expires Nov 22, 2008
Commission # DD 374381
Bonded By National Notary Assn.

SURAFF/06NC05552

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Pages: 2

Source: Public Records > Public Records > Real Property Locator > Tax Assessor, Deed Transfer & Mortgage Records by State > SC Deed Transfers, Tax Assessor Records and Mortgage Records - Selected Counties

Terms: 5044 westwind way, anderson (Edit Search | Suggest Terms for My Search)

Select for FOCUS™ or Delivery

ANDERSON COUNTY, SC 5044 WESTWIND WAY, ANDERSON, SC

***** THIS DATA IS FOR INFORMATION PURPOSES ONLY *****

PROPERTY TRANSFER RECORD FOR ANDERSON COUNTY, SC

Buyer: BOOMS, RHONDA (Individual(s))

Buyer Mailing Address: 37 TINA MARIA CIR, PONCE INLET, FL 32127

Seller: GEIER, CARL D; GEIER, ANN B

Property Address: 5044 WESTWIND WAY, ANDERSON, SC

****************************** SALES INFORMATION ******************************

Sale Date: 1/13/2006

Recorded Date: 3/3/2006

claim

Sale Price: $ 560,000 (Amount obtained from Affidavit of Property Value)

County Transfer Tax: $ 616.00
City Transfer Tax: $ 1,456.00
Total Transfer Tax: $ 2,072.00

Book/Page: 7234/131

Document Number: 060007262

Deed Type: DEED

Assessor's Parcel Number: 047-00-06-025

Legal Description: LOT: 10-A; CITY: ROCK MILL; SUBDIVISION: **WESTWIND** WAY SUBDIVISION; RECORDER'S MAP REFERENCE: MB766 PGB

****************************** MORTGAGE INFORMATION ******************************

Title Company: NONE AVAILABLE

Source: Public Records > Public Records > Real Property Locator > Tax Assessor, Deed Transfer & Mortgage Records by State > SC Deed Transfers, Tax Assessor Records and Mortgage Records - Selected Counties

Terms: 5044 westwind way, anderson (Edit Search | Suggest Terms for My Search)

View: Full

Date/Time: Monday, October 23, 2006 - 9:20 AM EDT

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EVIDENCE OF PROPERTY INSURANCE

DATE 10/20/2006

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER
PHONE (562)229-9931

ANSWER FINANCIAL, INC
P.O. BOX 1000
ORANGE , CA 92856

COMPANY
Standard Guaranty Insurance Company
P.O. Box 80565
Atlanta, GA 30302

AGENCY CUSTOMER ID #: OFS1001

INSURED
RHONDA BOOMS
37 TINA MARIA CIRCLE
PONCE INLET, FL 32127

POLICY NUMBER
FSH 0117182 00

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
02/07/2006	02/07/2007	X

THIS REPLACES PRIOR EVIDENCE DATED:
10/19/2006

PROPERTY INFORMATION
LOCATION/DESCRIPTION
5044 WESTWIND WAY
ANDERSON, SC 29626

ADDITIONAL INTEREST

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Dwelling	$422,000.00	$1,000.00
Other Structures	$42,200.00	
Personal Property	$211,000.00	
Loss Of Use	$84,400.00	
Personal Liability	$100,000.00	
Medical Payments to Others	$1,000.00	
Total Annual Premium		$3,857.00

PAID IN FULL

OPTIONAL COVERAGES

Endorsement form - 431RFUNS, Extended Replacement Cost Dwelling 125%, Replacement Cost - Coverage C

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 10 DAYS WRITTEN NOTICES, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

FIRST MORTGAGEE
NAME AND ADDRESS
MORTGAGE LENDERSNETWORK USA, INC
ISAOA
P.O. BOX [illegible]
TROY, MI 48007
LOAN # N/A

SECOND MORTGAGEE
NAME AND ADDRESS
LOAN #

AGENT'S SIGNATURE

EVIDENCEOFPROPERTYINSURANCE-ORANGE-0205

#1

MORTGAGE LENDERS NETWORK USA, INC.
213 Court Street
Middletown, CT 06457

10/25/2008
LOAN NUMBER 3030078804

HOMEOWNERS INSURANCE VERIFICATION AND AUTHORIZATION

AGENT

Agents Name: ARIVEN FINANCIAL, INC

Address: PO BOX 1900
ORANGE, CA 92856

Telephone #: 888.222.3531

Policy #: FSH 0117152 00

Insurance Co.: STANDARD GUARANTY INSURANCE CO
PO BOX 50359
ATLANTA, GA 30302

BORROWER

RE: RHONDA K BOONE

Property Located At:

5044 MEETWIND WAY
ANDERSON, SC 29625-5643

Mortgage Position: [X] First
[ ] Second

Gentlemen;

I / We have this date pledged the above described property as security for a loan.

Please issue a copy of said policy and a mortgagee endorsement to:

MORTGAGE LENDERS NETWORK USA, INC. , its successors & assigns
LOAN NUMBER: 3030078804
PO Box 5060
Troy, MI 48007-5060

The coverage under this policy is the lesser of the loan amount(s) $60,500.00 or the full replacement cost. If the existing coverage is less than the above figure please increase the coverage and bill me for the additional amount.

Very truly yours,

Signature of Insured

RHONDA K BOONE

Signature of Insured

Signature of Insured

Signature of Insured

homeins 3037 rev 4/2004 4/05

FloodCert/Certificate

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION

See The Attached Instructions

O.M.B. No. 1660-0040
Expires October 31, 2008

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS	2. COLLATERAL *(Building/Mobile Home/Personal Property)* PROPERTY ADDRESS *(Legal Description may be attached)*
Mortgage Lenders Network USA, Inc. 3600 Mansell Rd Alpharetta, GA 30022	5044 WESTWIND WAY ANDERSON, SC 29626 Borrower: BOOMS, RHONDA ✓

3. LENDER ID, NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED
	3030075804	$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
ANDERSON COUNTY	UNINCORPORATED AREAS	SC	450013

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/ Revised Date	3.LOMA/LOMR	4. Flood Zone	5. No NFIP Map
450013 0350B	01/02/81	☐ Yes ____ Date	C	

C. FEDERAL FLOOD INSURANCE AVAILABILITY *(Check all that apply)*

1. [X] Federal Flood Insurance is available *(community participates in NFIP)*. [X] Regular Program ☐ Emergency Program of NFIP
2. ☐ Federal Flood Insurance is not available because community is not participating in the NFIP
3. ☐ Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood Insurance may not be available. CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? ☐ YES [X] NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS *(Optional)*:

THIS FLOOD DETERMINATION IS PROVIDED TO THE LENDER PURSUANT TO THE FLOOD DISASTER PROTECTION ACT. IT SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER *(If other than Lender)*	DATE OF DETERMINATION
First American Flood Data Services 11902 Burnet Road Austin, TX 78758 1-800-447-1772	10/20/06 at 9:24 AM CDT FloodCert #: 0610938250 *** LIFE-OF-LOAN ***

FEMA Form 81-93, DEC 05 MLN-283103

3030076804

Verbal Verification of Homeowner Insurance

Lender is to obtain a verbal verification of homeowners insurance in instances where no information is available in file.

Borrower Information

Borrower(s):

RHONDA K BOOMS

Property Address:

5044 WESTWIND WAY , ANDERSON, SC 29626-5643

Occupancy Type
Second Home

Agent/Company Information

Insurance Company:

STANDARD GUARANTY INSURANCE CO
PO BOX 50355
ATLANTA, GA 30302

Policy Number:

FSH 0117152 00

Agent's Name/Address:

ANSWER FINANCIAL, INC
PO BOX 1000
ORANGE, CA 92856

Telephone:

888.222.3631

(Insurance company name and address must be completed)

Name of Person Contacted:

Dwelling Coverage: 422,000

Does it have full replacement value? 125 %

Effective Dates of Policy: 2/7/06 to 2/7/07

Premium Amount: 3,857 pd in full Paid Thru Date: _____

Investment: ___ Second Home: O Primary Residence: ___

Verified By: Michele DeLong

Date: 10/24/06

HAZVER 11/97 rev 5/98, 3/00, 8/01 dmh

LEGAL DESCRIPTION

All that piece, parcel or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South Carolina, and being more particularly described as follows:

BEING all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 768, page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina.

Being the same property conveyed by Carl D. Geier and Ann B. Geier to Rhonda Booms dated 1/13/2006 and recorded 3/3/2006 in Book 7234, Page 131 in the Register's Office for Anderson County.

The Parcel/TMS number for said property is 047-00-06-025.

Property address: 5044 West Wind Way, Anderson, SC 29626

RKB

Initial Escrow Account Disclosure Statement

3030076804

Servicer's Name and Address: MORTGAGE LENDERS NETWORK USA, INC.
213 Court Street
Middletown, CT 06457

Phone Number: 1-800-581-0929

Property Address: 5804 S REDWIND WAY
ANDERSON, SC 29625-6645

Your first monthly mortgage payment for the coming year will be $ 5,248.50 of which $ 4,518.81 will be for principal and interest and $ 729.69 will go into your escrow account.
The terms of your loan may result in changes to the monthly principal and interest payments during the year.

This is an estimate of activity in your escrow account during the coming year based on payments anticipated to be made from your account.

Month	Payments to Escrow Account	Payments from Escrow Account	Escrow Balance
Starting Balance			3,127.92
December	729.69		3,857.61
January	729.69		4,587.30
February	729.69		5,316.99
March	729.69		6,046.68
April	729.69		6,776.37
May	729.69		7,506.06
June	729.69		8,235.75
July	729.69		8,965.44
August	729.69		9,695.13
September	729.69		10,424.82
October	729.69		11,154.51
November	729.69	4,899.18 County Tax	7,985.02

(PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE ESCROW ACCOUNTING COMPUTATION YEAR.)

Initials: RLS Initials: _____

Cushion selected by servicer: $ 1,459.38

UNI-FORM ESCROWA/6-02

NET FUNDING DISPLAY

Loan #:	3030075884
Borrower Name:	BOOKS
Product Code:	2 Yr Fixed 6% Cap 40Yr Stated S/H
Funding Date:	10/25/2006
Closing Date:	10/25/2006
Rate Lock Expiration:	11/2/4/2006
Date of Rate Lock:	10/20/2006
Interest Rate:	9.4500
Term:	40
Region:	30
	Southeast Region
Cost Center :	430
Loan Officer Code:	
Account Executive Code:	800835
	Chad Dixon

CALCULATION OF NET FUNDED AMOUNT

Loan Amount:		$ 560,500.00
Discount Points:	$ ( )	
Origination Points:	( )	
Lender's Inspection Fee:	( )	
Document Preparation Fee:	( )	
Flood Certification Fee:	(8.50)	
Yield Spread Premium:		11,210.00
Courier/Express Mail:	( )	
Realty Tax Service Fee:	(50.00)	
Underwriting Fee:	(795.00)	
PROCESSING FEE	( )	
Amortization Schedule:	( )	
NY Mortgage Tax:		
Assignment Fee:	( )	
OK Mortgage Tax:	( )	
GA Residential Fee:	( )	
Application Fee:	( )	
Credit Report Fee:	( )	
	( )	
	( )	
	( )	
	( )	
	( )	
	( )	
Life Insurance Premium		
Assumption Fee	( )	
Interim Interest:		
[7 days x 145.11 per day]	(1,015.81)	
Buyer's Buydown Amount:	( )	
Seller's Buydown Amount:	( )	
Total Escrows:	(2,127.32)	
NET AMOUNT FUNDED:		$ 568,708.37

ESCROWS

Hazard Insurance		pmts @	$ 635.62
Mortgage Insurance		pmts @	
City Taxes		pmts @	
County Taxes	11	pmts @	1,315.78
School Taxes		pmts @	
Village Taxes		pmts @	
Annual Assessment		pmts @	
Flood Insurance		pmts @	
Aggregate Accounting Adjustment			176.08
Total Escrows			$ 2,127.32

Preparer's Signature

Date

TAX AUTHORIZATION FORM

Taxing Authority

New Owner's Name
RHONDA K BOONE

Former Owner

Property Address
9044 WESTWIND WAY
ANDERSON, SC 29625-5843

PIN/Parcel No.

Lender's Account No.
3030075804

Lender
MORTGAGE LENDERS NETWORK USA, INC.
213 Court Street
Middletown, CT 06457

Until further notice you are hereby authorized to send all current and future tax bills on the property described in this authorization to:

LSI Tax Services
3100 New York Dr. Suite #100
Pasadena, CA 91107.

RHONDA K BOONE

TAXAUTH 7/29/97 Rev 10/98 10/98

3030076804

ADJUSTABLE RATE BALLOON RIDER
30-YEAR TERM/40-YEAR AMORTIZATION
(Assumable during Life of Loan)

THIS ADJUSTABLE RATE RIDER is made this 25th day of October 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to MORTGAGE LENDERS NETWORK USA, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5044 WESTWIND WAY , ANDERSON, SC 29625-5843
[Property Address]

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.4500 %. The Note provides for changes in the interest rate and the monthly payment as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on November 1, 2008 , and may change on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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PLAINTIFF'S EXHIBIT
2

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Fifty-Five Hundredths percentage point(s) (6.55000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on November 1, 2048 (which is called the "Amortization Date") in substantially equal installments at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

Notwithstanding the 40-year amortization period used to calculate my monthly payments, I understand that I must pay all amounts that I owe under this Note in full on or before the Maturity Date, which is approximately 30 years from the date of this Note.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.4500 % or less than 9.4500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) from the rate of interest I have been paying for the preceding 6 months.

My interest rate will never be greater than 15.4500%. My interest rate will never be less than 9.4500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding this notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

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 the 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under this Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. This 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.

3030078884

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Balloon Rider.

RHONDA K BOOMS (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

3030076804

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 25th day of October 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to
MORTGAGE LENDERS NETWORK USA, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:
5044 WESTWIND WAY , ANDERSON, SC 29625-5543

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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 second home.

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
3

MIN- 1002610-3030076804-0

3030076804

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

RHONDA K BOOMS (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

TRUE AND CERTIFIED COPY

3030076804

ADJUSTABLE RATE BALLOON NOTE
30-YEAR TERM / 40-YEAR AMORTIZATION
(Assumable during Life of Loan)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

October 25, 2005	Columbus	South Carolina
[Date]	[City]	[State]

5044 WESTWIND WAY , ANDERSON, SC 29626-5643
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 580,800.00 (this is called "Principal"), plus interest, to the order of the Lender. The Lender is MORTGAGE LENDERS NETWORK USA, INC. . I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 9.4500 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT 4

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on December 1, 2008 I will make these payments every month until I have paid all of the Principal and interest and any other charges that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on November 1, 2038 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 10 RESEARCH PARKWAY, WALLINGFORD, CT 06492

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 4,518.81 This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on November 1, 2008 , and may change on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Fifty-Five Hundredths percentage points (6.55000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on November 1, 2038 which is called the "Amortization Date") in substantially equal installments at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

Notwithstanding the 40-year amortization period used to calculate my monthly payments, I understand that I must pay all amounts that I owe under this Note in full or on the Maturity Date, which is approximately 30 years from the date of this Note.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.4500 % or less than 9.4500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.0000 %) from the rate of interest I have been paying for the preceding 5 months.

My interest rate will never be greater than 15.4500 %. My interest rate will never be less than 9.4500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note. *

I may make a full Prepayment or partial Prepayment without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

* Except as set forth in the attached Prepayment Penalty Addendum.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.0000 % of my overdue payment of Principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF THE PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of the conditions read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extend permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

RHONDA K BOOMS (Seal) -Borrower

(Seal) -Borrower

PAY TO THE ORDER OF:

WITHOUT RECOURSE (Seal) -Borrower

Cy. MORTGAGE LENDERS NETWORK USA, INC.

ANDREA S. BROWN
CLOSER (Seal) -Borrower

[Sign Original Only]

PREPAYMENT PENALTY NOTE ADDENDUM

3030076804

For a valuable consideration, receipt of which is hereby acknowledged the undersigned agree that certain Promissory Note of even date to which this Addendum is attached, shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in said promissory note or the Deed of Trust, Mortgage, Real Estate Mortgage, Security Deed (Security Instrument) securing same.

This Addendum is attached to and made a part of that certain Promissory Note given by RHONDA K BOOMS

(Borrower) to

MORTGAGE LENDERS NETWORK USA, INC.
(Lender), dated October 25, 2006 , which Note is in the principal amount of
$ 550,500.00

PREPAYMENT PENALTY

After One 1 full year(s) from the date hereof, maker may pre-pay, without penalty, the outstanding principal balance. In the event maker prepays in full the outstanding principal balance and accrued interest during the first One 1 full year(s) from the date hereof, maker shall pay in addition to such prepayment a penalty in an amount equal to a percentage of the principal portion of the amount so pre-paid in accordance with the following:

If paid during the first year from the date hereof, Three percent (3.0000 %) of the portion of such prepayment equal to the principal amount so prepaid.

Holder shall apply any prepayment first to reduce any interest and charges owing at the time of such prepayment and then to reduce the amount of principal owed under this Note, provided that such balance shall be applied to the principal in reverse order of the due date of each payment and shall not otherwise affect or delay the due date of the next payment under the Note.

Borrower	10/25/2006 Date	Borrower	10/25/2006 Date
RHONDA K BOOMS			
Borrower	10/25/2006 Date	Borrower	10/25/2006 Date

prepypn 4/2/97 rev 7/99 10/99

TRUTH-IN-LENDING DISCLOSURE STATEMENT
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

LENDER OR LENDER'S AGENT:
MORTGAGE LENDERS NETWORK USA, INC.
213 Court Street
Middletown, CT 06457

☐ Preliminary ☒ Final
DATE: October 25, 2006
LOAN NO.: 3030078804
Type of Loan: CONVENTIONAL

BORROWERS: RHONDA K BOOMS

ADDRESS: 37 TINA MARIA CIRCLE
CITY/STATE/ZIP: PORT ORANGE, FL 32127
PROPERTY: 5044 WESTWIND WAY , ANDERSON, SC 29625-5643

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
11.454 %	$ 1,820,507.54	$ 554,499.19	$ 2,375,006.73

PAYMENT NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE Monthly BEGINNING	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE BEGINNING
24	4,518.81	December 1, 2006			
335	5,561.98	December 1, 2008			
1	396,583.44	November 1, 2036			

DEMAND FEATURE: ☒ This loan does not have a Demand Feature. ☐ This loan has a Demand Feature as follows:

VARIABLE RATE FEATURE:
☒ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in the property located at: 5044 WESTWIND WAY , ANDERSON, SC 29625-5643

ASSUMPTION: Someone buying this property ☐ cannot assume the remaining balance due under original mortgage terms ☒ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

FILING / RECORDING FEES: SEE HUD-1 SETTLEMENT STATEMENT FOR ACTUAL FEE(S)

PROPERTY INSURANCE: ☐ Property hazard insurance in the amount of $ 560500 with a mortgagee clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender. Hazard insurance ☐ is ☒ is not available through the lender at an estimated cost of N/A for a N/A year term.

LATE CHARGES: If your payment is more than 10 days late, a late charge of 10.0000 % of the overdue payment will be assessed.

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

See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.
= means estimate

I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

RHONDA K BOOMS 10/25/06
BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

COMMON PLEAS AND GENERAL SESSIONS

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ANDERSON SC
2011 NOV 16 P 3:16

DEFENDANT'S EXHIBIT 4 11/15/11 (C)

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ANDERSON SC
2011 NOV 16 P 3:16
COMMON PLEAS AND
GENERAL SESSIONS

LAWYER REFERENCE CHECKLIST

Borrower Name(s):	Lender:
RHONDA K BOONS	MORTGAGE LENDERS NETWORK USA, INC. 213 Court Street Middletown, CT 06457
Property Address: 5044 WESTWIND WAY ANDERSON, SC 29626-5643	**Date:** 10/25/2006

1. I (We) have been informed by the lender/mortgage broker that I (we) have a right to select legal counsel to represent me(us) in all matters of this transaction relating to the closing of the loan.
   (a) I select

Borrower RHONDA K BOONS	Date 10/25/06	Borrower	Date
Borrower	Date	Borrower	Date

   (b) Having been informed of this right, and having no preference, I asked for assistance from the lender/mortgage broker and was referred to a list of acceptable attorneys. From that list I select

Borrower RHONDA K BOONS	Date 10/25/06	Borrower	Date
Borrower	Date	Borrower	Date

2. I (We) have been informed by the lender/mortgage broker that I (we) have a right to select an insurance agent to furnish required insurance in connection with this mortgage transaction.
   (a) I select

Borrower RHONDA K BOONS	Date 10/25/06	Borrower	Date
Borrower	Date	Borrower	Date

   (b) Having been informed of this right, and having no preference, I asked for assistance from the lender/mortgage broker and was referred to a list of qualified agents. From that list I select

Borrower RHONDA K BOONS	Date 10/25/06	Borrower	Date
Borrower	Date	Borrower	Date

DEFENDANT'S EXHIBIT 5 11/16/11 (W)

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FmHA 3. ☑ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
06NC05552	3030078804	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. "Adjustments for Items Unpaid By Seller" are based on estimated amounts, and are subject to adjustment by Borrower(s) and Seller(s) when actual amounts become available.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Rhonda Kay Booms		Mortgage Lenders Network USA, Inc. 3900 MANSELL RD # 425 ALPHARETTA, GA 30022-3081

G. Property Location	H. Settlement Agent	I. Settlement Date
5044 West Wind Way ANDERSON, SC 29626 Anderson County	Likens & Blomquist, PA Place of Settlement 140 Stoneridge Dr. Suite 420 Columbia, SC 29210	10/25/06 Disbursement Date 10/25/06

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price		401. Contract sales price	
102.		402.	
103. Settlement charges to borrower (line 1400)	14,702.63	403.	
104. Payoff to Mortgage Services	541,084.17	404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106.		406.	
107.		407.	
108.		408.	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	555,786.80	420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Deposit or earnest money	
202. Principal amount of new loan(s)	550,500.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of 1st mtg loan	
205.		505. Payoff of 2nd mtg loan	
206.		506. Payoff of 3rd mtg loan	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210.		510.	
211.		511.	
212.		512.	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	550,500.00	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)	555,786.80	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	550,500.00	602. Less reductions in amt. due seller (line 520)	
303. Cash ☐ To Borrower	4,713.20	603. Cash ☐ To Seller	0.00

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

HUD-1 (3-86)

RKB

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ANDERSON SC
2011 NOV 16 P 3:19
COMMON PLEAS AND GENERAL SESSIONS

DEFENDANT'S EXHIBIT
6
11-15-11(W)

Record 451

L. Settlement Charges					POC	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price $							
701. $							
702. $							
703. $							
704. Commission paid at settlement							
800. Items Payable in Connection With Loan							
801. Loan Origination Fee %	to Family First Mortgage Corporation					2,802.50	
802. Loan Discount %						325.00	
803. Appraisal Fee to Affordable Appraisal							
804.						50.00	
805. Tax Service Fee to Mortgage Lenders Network USA, Inc.						900.00	
806. Application Fee to Family First Mortgage Corporation						8.50	
807. Flood Cert Fee to Mortgage Lenders Network USA, Inc.						799.00	
808. Underwriting Fee to Mortgage Lenders Network USA, Inc.							
809.							
810.							
811. Yield Spread Premium To Family First Mortgage $11,210.00 POCL							
900. Items Required By Lender To Be Paid In Advance						1,015.81	
901. Interest from 10/25/06 to 11/1/06 @ /day							
902. Mortgage Insurance Premium for	months to					3,857.00	
903. Hazard Insurance Premium for	months to Standard Guaranty Insurance Co.						
904. Flood Insurance Premium for	months to						
905.	months to						
1000. Reserves Deposited With Lender							
1001. Hazard Insurance	11	months @ $	321.42	per month		3,535.62	
1002. Mortgage Insurance		months @ $		per month			
1003. Flood Insurance		months @ $		per month			
1004. City Taxes		months @ $		per month			
1005. County Taxes	14	months @ $	408.27	per month		5,715.78	
1006. Condo HA Dues		months @ $		per month			
1007. Special Assessments		months @ $		per month			
1008. Aggregate Adjustment Amount		months @ $		per month		-8,124.06	
1100. Title Charges							
1101. Settlement or Closing Fee to Likens & Blomquist, PA						250.00	
1102. Abstract or Title Search to Likens & Blomquist, PA						310.00	
1103. Doc Prep Fee to Likens & Blomquist, PA						60.00	
1104. Title Insurance Binder to Nations Title Agency of The Carolinas, Inc.						50.00	
1105. Courier Fee to Likens & Blomquist, PA						50.00	
1106.							
1107.							
						1,066.50	
1108. Title Insurance to Nations Title Agency of The Carolinas, Inc.							
1109. Lender's Coverage: $ 560,000.00	FEE: 1,066.50						
1110. Owner's Coverage: $	FEE:						
1111.							
1112.							
1113.							
1200. Government Recording and Transfer Charges							
1201. Recording Fees:	Deed:	Mortgage: 31.00		Release:		31.00	
1202. City/County/stamps:	Deed:	Mortgage:					
1203. State tax/stamps:	Deed:	Mortgage:					
1204.							
1205.							
1300. Additional Settlement Charges							
1301.							
1302.							
1303.							
1304.							
1305.							
1306.							
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)						14,702.63	

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

Rhonda Kay Booms

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

Likens & Blomquist, PA

10/25/06
Date

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

File #: 08NC05552

RTT__000040

07114-001490

ln# 4272721

INSTRUMENT PREPARED BY AND
WHEN RECORDED MAIL TO:
Wilshire Credit Corporation
14523 SW Millikan Way #200
Beaverton, OR. 97005

100251030300758040
Loan: 4272721
APN / Tax ID:

070039633 12/27/2007 11:16:03 AM
FILED, RECORDED, INDEXED
Bk: 08424 Pg: 00094 Pages:001
Rec Fees: 6.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon

This area for recording office use

Corporate Assignment of Mortgage/Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

Deutsche Bank National Trust Company, as Trustee for the MLMI Trust Series 2007-M1N1

with an address of 1761 EAST ST ANDREW PLACE, SANTA ANA, CA 92705

All beneficial interest under that certain Mortgage/Deed of Trust dated 10/25/2006 and executed by RHONDA K BOOMS The original lender being MORTGAGE LENDERS NETWORK USA, INC.

Recorded on 10/31/2006 in book 07671 at page 00139 as Instrument No. 06008660 of Official Records in the County Recorder's office of Anderson, State of South Carolina.

[redacted]

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under this Mortgage/Deed of Trust.

Mortgage Electronic Registration Systems, Inc. as nominee for Mortgage Lenders Network USA, Inc

Charlene Busselaar
Name: Charlene Busselaar
Title: Assistant Secretary

Lori Houghton
Witness: Lori Houghton

Tina Berry
Witness: Tina Berry

STATE OF OR

COUNTY OF Washington

On December 18 2007 before me, Almeta Jefferson, Notary Public, Personally appeared Charlene Busselaar, who is the Assistant Secretary of said corporation

Personally known to me -OR- ☐

OFFICIAL SEAL
ALMETA JEFFERSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 407498
MY COMMISSION EXPIRES JUNE 20, 2010

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Almeta Jefferson
Almeta Jefferson, Notary Public

COMMON PLEAS AND GENERAL SESSIONS

2011 NOV 16 P 3:16

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ANDERSON SC

PLAINTIFF'S EXHIBIT 3
11-15-11 (W)
PENGAD 800-631-6989

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicant should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower _____

Co-Borrower _____

Mortgage and Property Information

Mortgage Applied for: ☐ VA ☐ FHA ☐ Conventional ☐ USDA/Rural Housing Service ☐ Other (explain):

Agency Case Number | Lender Case Number: 2030078804

Amount: $ 580,500.00 | Interest Rate: 3.450000% | No. of Months | Amortization Type: ☐ Fixed Rate ☐ GPM ☐ Other (explain): ☐ ARM (type): 2/28 40Yr Rtated 6/M

Subject Property Address (street, city, state & ZIP): 5044 WESTWIND WAY , ANDERSON, SC 29625-5643 | No. of Units: 1

Legal Description of Subject Property (attach description if necessary) | Year Built: 1985

Purpose of Loan: ☐ Purchase ☐ Construction ☐ Other (explain): ☒ Refinance ☐ Construction-Permanent | Property will be: ☐ Primary Residence ☐ Secondary Residence ☐ Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	$	$	$	$	$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements ☐ made ☐ to be made	Cost: $
2005	$ 480,000.00	$ 340,000.00	Cash-Out /Other		

Title will be held in what Name(s): RHONDA K SOUKO | Manner in which Title will be held: SOLE | Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)

Borrower and Co-Borrower Information

	Borrower	Co-Borrower
Name (Include Jr. or Sr. if applicable)	[redacted]	
Social Security Number		
Home Phone (incl. area code)		
DOB (mm/dd/yyyy)	/ /	
Yrs. School		
Married / Unmarried (include single, divorced, widowed)		
Dependents (not listed by Borrower) No. / Ages		
Present Address (street, city, state, ZIP) ☒ Own ☐ Rent 4.00 No. Yrs.	37 TINA MARIA CIRCLE PORT ORANGE, FL 32127	
Mailing Address, if different from Present Address		

If residing at present address for less than two years, complete the following:

	Borrower	Co-Borrower
Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.		

Borrower and Co-Borrower Employment Information

	Borrower	Co-Borrower
Name & Address of Employer ☐ Self Employed	R. KAY GROUP INCORPORATED 5959 AIRPORT RD STE. 1408 PORT ORANGE, FL 32126	
Yrs. on this job	3.	
Yrs. employed in this line of work/profession	5	
Position/Title/Type of Business	C.E.O./VICE PRESID	
Business Phone (incl. area code)	386-756-0450 X	

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

	Borrower	Co-Borrower
Name & Address of Employer ☐ Self Employed		
Dates (from - to)		
Monthly Income	$	
Position/Title/Type of Business		
Business Phone (incl. area code)		
Name & Address of Employer ☐ Self Employed		
Dates (from - to)		
Monthly Income	$	
Position/Title/Type of Business		
Business Phone (incl. area code)		

Freddie Mac Form 65 7/05
Fannie Mae Form 1003 7/05
VMP-2TN (0507)
Page 1 of 4
Initials: RKS
VMP Mortgage Solutions, Inc. (800)521-7291

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COMMON PLEAS AND
GENERAL SESSIONS

PLAINTIFF'S EXHIBIT 8

Gross Monthly Income	Borrower	Co-Borrower	Total	Housing Expense	Present	Proposed
Base Empl. Income*	$27,600.00	$	$27,600.00	Rent	$	
Overtime				First Mortgage (P&I)		$ 4,518.81
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		321.42
Dividends/Interest				Real Estate Taxes		408.27
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
Total	$27,600.00	$	$27,600.00	Total	$	$ 5,248.50

* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

B/C	Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.	Monthly Amount
		$

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed [ ] Jointly [X] Not Jointly

ASSETS Description	Cash or Market Value
Cash deposit toward purchase held by:	$
List checking and savings accounts below	
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Stocks & Bonds (Company name/number & description)	$
Life insurance net cash value	$
Face amount: $	
Subtotal Liquid Assets	$
Real estate owned (enter market value from schedule of real estate owned)	$ 1,250,000.00
Vested interest in retirement fund	$
Net worth of business(es) owned (attach financial statement)	$
Automobiles owned (make and year)	$
Other Assets (itemize)	$
Total Assets a.	$ 1,250,000.00

LIABILITIES Name and address of Company	Monthly Payment & Months Left to Pay	Unpaid Balance
AMERICAS SERVI	$ Payment/Months	$
Acct. no. 10R1127098408	(50441 280	$ 840,286.82
Name and address of Company: FREMONT INVEST	$ Payment/Months	$
Acct. no. 8000238823	8390 260	556,139.06
Name and address of Company	$ Payment/Months	$
Acct. no.		
Name and address of Company	$ Payment/Months	$
Acct. no.		481,475.00
Name and address of Company: CREDIT FIRST N	$ Payment/Months	$
Acct. no. 67145	10	77.00
Name and address of Company: FRST NTNL BNK. «A3:AUTHD USER»	$ Payment/Months	$
Acct. no. 5433R0110840	30	741.00
Name and address of Company: APPLIED CARD S	$ Payment/Months	$
Acct. no. 4227088888806	35	725.00
Alimony/Child Support/Separate Maintenance Payments Owed to:	$	
Job-Related Expense (child care, union dues, etc.)	$	
Total Monthly Payments Attached	$ 7,078.00	
Total Liabilities b.	$ 385,781.52	$ 835,783.82

Initials: RKB

Freddie Mac Form 65 7/98
Fannie Mae Form 1003 7/98
6R-21N (9607)

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3030078804

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
5044 WESTWIND WAY	SFD	$ 580000	$ 542299	$	$ 5044	$ 783	$
27 THE MARIA CIRCLE	SFD	$ 680000	$ 1038814	$	$ 5390	$	$
	Totals	$ 1260000	$ 1575803	$	$ 10434	$ 783	$ -5,248.00

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name | Creditor Name | Account Number

V. Assets and Liabilities

		If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	Borrower Yes	Borrower No	Co-Borrower Yes	Co-Borrower No
a. Purchase price	$	a. Are there any outstanding judgments against you?		X		
b. Alterations, improvements, repairs		b. Have you been declared bankrupt within the past 7 years?		X		
c. Land (if acquired separately)		c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?		X		
d. Refinance (incl. debts to be paid off)	540,265.82	d. Are you a party to a lawsuit?		X		
e. Estimated prepaid items	8,000.13	e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)		X		
f. Estimated closing costs	6,831.80	f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.		X		
g. PMI, MIP, Funding Fee		g. Are you obligated to pay alimony, child support, or separate maintenance?		X		
h. Discount (if Borrower will pay)		h. Is any part of the down payment borrowed?		X		
i. Total costs (add items a through h)	555,120.25	i. Are you a co-maker or endorser on a note?		X		
j. Subordinate financing		j. Are you a U.S. citizen?	X			
k. Borrower's closing costs paid by Seller		k. Are you a permanent resident alien?	X			
l. Other Credits (explain)		l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	X			
		m. Have you had an ownership interest in a property in the last three years? (1) What type of property did you own -- principal residence (PR), second home (SH), or investment property (IP)? (2) How did you hold title to the home -- solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	X (1) PR (2) S			
m. Loan amount (excludes PMI, MIP, Funding Fee financed)	550,000.00					
n. PMI, MIP, Funding Fee financed						
o. Loan amount (add m & n)	550,000.00					
p. Cash from/to Borrower? (subtract j, k, l & o from i)	-5,379.75					

VI. Acknowledgment and Agreement

Each of the undersigned specifically represents to Lender and Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may verify or reverify any information contained in this application, either directly or through a credit reporting agency or any other source named in this application; and (8) my willful misrepresentation of any information in this application may result in my immediate and automatic ineligibility to purchase or otherwise obtain any interest in any property sold by the Federal Government, and may subject me to fines, imprisonment, or both under the provisions of Title 18, United States Code, Sec. 1001, et seq. I also understand and agree that: (1) the Lender, its servicers, successors and assigns may, directly or indirectly, request and receive any information about my credit standing and history, employment and income, and deposit accounts, and I authorize any person or entity that may have such information to furnish it; (2) the Lender, its servicers, successors and assigns may keep the original and/or an electronic record of this application, whether or not the Loan is approved; (3) the Lender and its agents, brokers, insurers, servicers, successors and assigns may rely on the information contained in this application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (4) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting repositories; (5) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (6) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (7) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X	10/20/2006	X	10/20/2006

VII. Information for Government Monitoring Purposes

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER		CO-BORROWER	
Ethnicity:	I do not wish to furnish this information.	Ethnicity:	I do not wish to furnish this information.
	Hispanic or Latino		Hispanic or Latino
	Not Hispanic or Latino		Not Hispanic or Latino
Race:	American Indian or Alaska Native	Race:	American Indian or Alaska Native
	Asian		Asian
	Black or African American		Black or African American
	Native Hawaiian or Other Pacific Islander		Native Hawaiian or Other Pacific Islander
	White		White
Sex:	Female	Sex:	Female
	Male		Male

To be Completed by Interviewer

This application was taken by:

- Face-to-face interview
- Mail
- Telephone
- Internet

Interviewer's Name (print or type): JENNIFER ZELINSKI

Date: 10/20/2006

Interviewer's Signature

Interviewer's Phone Number (incl. area code): 843-467-2723

Name and Address of Interviewer's Employer:

Family First Mortgage Corp.

4228 Mayfair Street, Ste. 202

Myrtle Beach, SC 29577

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower: RHONDA K SOOMS	Agency Case Number:
	Co-Borrower:	Lender Case Number: 3030078504

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:	Date	Co-Borrower's Signature:	Date
X	10/20/2008	X	10/20/2008

3035078804

Statement of Assets and Liabilities
(Supplement to Residential Loan Application)

Name: RHONDA K BOOKS

The following information is provided to complete and become a part of the application for a mortgage in the amount of $ 586,805.00
with interest at 8.4500 %, for a term of 480 months and to be secured by property known as:
Subject Property Address (street, city, state, & ZIP)
5844 WESTWIND WAY , ANDERSON, SC 29625-8643
Legal Description of Subject Property (attach description if necessary)
SEE ATTACHED LEGAL DESCRIPTION

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented as a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed [ ] Jointly [X] Not Jointly

ASSETS Description	Cash or Market Value
Cash deposit toward purchase held by:	$
List checking and savings accounts below	
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Stocks & Bonds (Company name/number & description)	$
Life insurance net cash value	
Face amount: $	$
Subtotal Liquid Assets	$
Real estate owned (enter market value from schedule of real estate owned)	$
Vested interest in retirement fund	$
Net worth of business(es) owned (attach financial statement)	$
Automobiles owned (make and year)	$
Other Assets (itemize)	$
Total Assets a.	$ *SEE URLA*

LIABILITIES Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Company RIVERSIDE NATI Acct. no. 971550002856	$ Payment/Months 286	$ 8,910.00
Name and address of Company HFC Acct. no. 0005159575	$ Payment/Months 202	$ 5,126.00
Name and address of Company SHELL/CITI Acct. no. 35763	$ Payment/Months 19	$ 145.00
Name and address of Company BK OF AMER Acct. no. 5491028005755445	$ Payment/Months 289	$ 12,307.00
Name and address of Company HSBC MV Acct. no. 5407818002525	$ Payment/Months 15	$ 319.00
Name and address of Company CHRYSLER FINAN Acct. no. 10107777072	$ Payment/Months 351	$ 28,811.00
Name and address of Company Acct. no.	$ Payment/Months	$
Alimony/Child Support/Separate Maintenance Payments Owed to:	$	
Job Related Expense (child care, union dues, etc.)	$	
Total Monthly Payments	$ *SEE URLA*	
Total Liabilities b.	$ *SEE URLA*	$ *SEE URLA*

Freddie Mac Form 65A (Rev. 7/98)
Fannie Mae Form 1003A/Rev. 7/98
VMP-21L (9607)
Page 1 of 2
VMP Mortgage Solutions, Inc. (800)521-7291

Initials: RKB

RTT_000047

2030078804

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (Enter S if sold, P if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		$	$	$	$	$	$
	Totals	$	$	$	$	$	$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

Each of the undersigned specifically represents to Lender and [illegible] as of the date set forth opposite my signature that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature, and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," or those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signatures.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X [signature]	10/20/2006	X	10/20/2006

This application was taken by:
- ☐ Face-to-Face Interview
- ☐ Mail
- ☐ Telephone
- ☐ Internet

Interviewer's Name (print or type)	Date	Name and Address of Interviewer's Employer
JENNIFER ZELINSKI	10/20/2006	Family First Mortgage Corp.
Interviewer's Signature		4226 Mayfair Street, Ste. 202
Interviewer's Phone Number (incl. area code)		Myrtle Beach, SC 29577
843-497-2723		

Freddie Mac Form 65 6/99
Fannie Mae Form 1003 6/99

-2L (0607)

[redacted] Return
prepared for:

[redacted]

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ANDERSON SC
2011 NOV 16 P 3:16
COMMON PLEAS AND
GENERAL SESSIONS

NICK SKARGEE ACCOUNTING & TAX SERVICES
1129 S. RIDGEWOOD AVE #2
DAYTONA BEACH, FL 32114

PLAINTIFF'S EXHIBIT
9
11/15/11

Booms 000008

Form **8879**

Department of the Treasury
Internal Revenue Service

IRS *e-file* Signature Authorization

▶ Do not send to the IRS. This is not a tax return.
▶ Keep this form for your records. See instructions.

OMB No. 1545-0074

2006

[redacted] Taxpayer's name

Social security number [redacted]

[redacted] Spouse's name

[redacted]

Part I Tax Return Information – Tax Year Ending December 31, 2006 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	20,306.
2	Total tax (Form 1040, line 63; Form 1040A, line 37; Form 1040EZ, line 11)	2	[redacted]
3	Federal income tax withheld (Form 1040, line 64; Form 1040A, line 38; Form 1040EZ, line 7)	3	
4	Refund (Form 1040, line 74a; Form 1040A, line 45a; Form 1040EZ, line 12a, Form 1040EZ-T, line 1a)	4	50.
5	Amount you owe (Form 1040, line 76; Form 1040A, line 47; Form 1040EZ, line 13)	5	

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return or request for refund and accompanying schedules and statements for the tax year ending December 31, 2006, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return or request for refund. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return or request to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. I further understand that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request that the IRS send me a personal identification number (PIN) to access EFTPS. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return or request for refund and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize NICK SKARGEE ACCOUNTING & TAX SERVICES to enter or generate my PIN [redacted]
ERO firm name — do not enter all zeros

as my signature on my tax year 2006 electronically filed income tax return or request for refund.

☐ I will enter my PIN as my signature on my tax year 2006 electronically filed income tax return or request for refund. Check this box only if you are entering your own PIN and your return or request is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ _____ Date ▶ _____

Spouse's PIN: check one box only

☒ I authorize NICK SKARGEE ACCOUNTING & TAX SERVICES to enter or generate my PIN [redacted]
ERO firm name — do not enter all zeros

as my signature on my tax year 2006 electronically filed income tax return or request for refund.

☐ I will enter my PIN as my signature on my tax year 2006 electronically filed income tax return or request for refund. Check this box only if you are entering your own PIN and your return or request is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ _____ Date ▶ _____

Practitioner PIN Method Returns Only – continue below

Part III Certification and Authentication – [redacted]

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN [redacted]
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2006 electronically filed income tax return or request for refund for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and **Publication 1345**, Handbook for Authorized IRS *e-file* Providers of Individual Income Tax Returns.

ERO's signature ▶ _____ Date ▶ 2/22/07

ERO Must Retain This Form – See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Form **1040** Department of the Treasury — Internal Revenue Service **U.S. Individual Income Tax Return** **2006** (99) IRS Use Only — Do not write or staple in this space.

For the year Jan 1 - Dec 31, 2006, or other tax year beginning , 2006, ending , 20

Label (See instructions.) Your first name MI Last name

If a joint return, spouse's first name MI Last name

Use the IRS label. Otherwise, please print or type. Home address (number and street). If you have a P.O. box, see instructions. Apartment no.

City, town or post office. If you have a foreign address, see instructions. State ZIP code FL 32127

You must enter your social security number(s) above.

Checking a box below will not change your tax or refund.

Presidential Election Campaign Check here if you, or your spouse if filing jointly, want $3 to go to this fund? (see instructions) ▶ ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above & full name here ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependant, enter this child's name here ▶
5 ☐ Qualifying widow(er) with dependent child (see instructions)

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a — Boxes checked on 6a and 6b: 2

b ☒ Spouse

c Dependents:

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qualifying child for child tax credit (see instrs)
[redacted]	[redacted]		☒
			☐
			☐
			☐

If more than four dependents, see instructions.

No. of children on 6c who: • lived with you: 1 • did not live with you due to divorce or separation (see instrs): — Dependents on 6c not entered above: — Add numbers on lines above ▶: 3

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	
8a	Taxable interest. Attach Schedule B if required	8a	
b	Tax-exempt interest. Do not include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends (see instrs) (9b)		
10	Taxable refunds, credits, or offsets of state and local income taxes (see instructions)	10	
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	
13	Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here ▶ ☐	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amount (see instrs)	15b	
16a	Pensions and annuities (16a) b Taxable amount (see instrs)	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	20,306.
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount (see instrs)	20b	
21	Other income	21	
22	Add the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	20,306.

Adjusted Gross Income

23	Archer MSA deduction. Attach Form 8853	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	One-half of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction (see instructions)	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction (see instructions)	32	
33	Student loan interest deduction (see instructions)	33	
34	Jury duty pay you gave to your employer	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 - 31a and 32 - 35	36	
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	20,306.

Booms 000010

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	20,306.
Standard Deduction for — • People who checked any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $5,150 Married filing jointly or Qualifying widow(er), $10,300 Head of household, $7,550	39a	Check if: ☐ You were born before January 2, 1942, ☐ Blind. ☐ Spouse was born before January 2, 1942, ☐ Blind. Total boxes checked ► 39a ☐			
	b	If your spouse itemizes on a separate return, or you were a dual-status alien, see instrs and ck here ► 39b ☐			
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)		40	80,907.
	41	Subtract line 40 from line 38		41	-60,601.
	42	If line 38 is over $112,675, or you provided housing to a person displaced by Hurricane Katrina, see instructions. Otherwise, multiply $3,300 by the total number of exemptions claimed on line 6d		42	9,900.
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	0.
	44	Tax (see instrs). Check if any tax is from: a ☐ Form(s) 8814 b ☐ Form 4972		44	0.
	45	**Alternative minimum tax** (see instructions). Attach Form 6251		45	
	46	Add lines 44 and 45		46	0.
	47	Foreign tax credit. Attach Form 1116 if required	47		
	48	Credit for child and dependent care expenses. Attach Form 2441	48		
	49	Credit for the elderly or the disabled. Attach Schedule R	49		
	50	Education credits. Attach Form 8863	50		
	51	Retirement savings contributions credit. Attach Form 8880	51		
	52	Residential energy credits. Attach Form 5695	52		
	53	Child tax credit (see instructions). Attach Form 8901 if required	53	0.	
	54	Credits from: a ☐ Form 8396 b ☐ Form 8839 c ☐ Form 8859	54		
	55	Other credits. Check applicable box(es): a ☐ Form 3800 b ☐ Form 8801 c ☐ Form	55		
	56	Add lines 47 through 55. These are your **total credits**		56	0.
	57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0-		57	0.
Other Taxes	58	Self-employment tax. Attach Schedule SE		58	
	59	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137		59	
	60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		60	
	61	Advance earned income credit payments from Form(s) W-2, box 9		61	
	62	Household employment taxes. Attach Schedule H		62	
	63	Add lines 57-62. This is your **total tax**		63	0.
Payments If you have a qualifying child, attach Schedule EIC.	64	Federal income tax withheld from Forms W-2 and 1099	64		
	65	2006 estimated tax payments and amount applied from 2005 return	65		
	66a	**Earned income credit (EIC)**	66a		
	b	Nontaxable combat pay election ► 66b			
	67	Excess social security and tier 1 RRTA tax withheld (see instructions)	67		
	68	Additional child tax credit. Attach Form 8812	68		
	69	Amount paid with request for extension to file (see instructions)	69		
	70	Payments from: a ☐ Form 2439 b ☐ Form 4136 c ☐ Form 8885	70		
	71	Credit for federal telephone excise tax paid. Attach Form 8913 if required	71	50.	
	72	Add lines 64, 65, 66a, and 67 through 71. These are your total payments		72	50.
Refund Direct deposit? See instructions and fill in 74b, 74c, and 74d or Form 8888.	73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you **overpaid**		73	50.
	74a	Amount of line 73 you want **refunded to you.** If Form 8888 is attached, check here ► ☐		74a	50.
	b	Routing number XXXXXXXXX ► c Type: ☐ Checking ☐ Savings			
	d	Account number XXXXXXXXXXXXXXXXX			
	75	Amount of line 73 you want applied to your 2007 estimated tax ►	75		
Amount You Owe	76	Amount you owe. Subtract line 72 from line 63. For details on how to pay, see instructions ►		76	
	77	Estimated tax penalty (see instructions)	77		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☒ No

Designee's name ► Phone no. ► Personal identification number (PIN) ►

Sign Here Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature ►	Date	Your occupation	Daytime phone number
		SELF-EMPLOYED	(386) 871-8154
Spouse's signature. If a joint return, both must sign. ►	Date	Spouse's occupation	
		SELF-EMPLOYED	

Paid Preparer's Use Only

Preparer's signature ► Date 2/27/07 Check if self-employed ☒ Preparer's SSN or PTIN [redacted]

Firm's name (or yours if self-employed), address, and ZIP code: NICK SKARGEE ACCOUNTING & TAX SERVICES, 1129 S. RIDGEWOOD AVE #2, DAYTONA BEACH FL 32114 EIN

Phone no. (386) 252-5606

Form 1040 (2006)

SCHEDULE A (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Itemized Deductions

▶ Attach to Form 1040.
▶ See Instructions for Schedule A (Form 1040).

2006
Attachment Sequence No. 07

Name(s) shown on Form 1040: ROBERT L ASHER & RHONDA K BOOMS

Your social security number: 306-68-1201

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions)	1		
	2	Enter amount from Form 1040, line 38 2			
	3	Multiply line 2 by 7.5% (.075)	3		
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4
Taxes You Paid	5	State and local income taxes ..... ST	5	465.	
	6	Real estate taxes (see instructions)	6	6,769.	
(See instructions.)	7	Personal property taxes	7		
	8	Other taxes. List type and amount ▶	8		
	9	Add lines 5 through 8			9 7,234.
Interest You Paid	10	Home mtg interest and points reported to you on Form 1098	10	73,673.	
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ▶	11		
(See instructions.)	12	Points not reported to you on Form 1098. See instrs for spcl rules	12		
Note. Personal interest is not deductible.	13	Investment interest. Attach Form 4952 if required. (See instrs.)	13		
	14	Add lines 10 through 13			14 73,673.
Gifts to Charity	15	Gifts by cash or check. If you made any gift of $250 or more, see instrs	15		
If you made a gift and got a benefit for it, see instructions.	16	Other than by cash or check. If any gift of $250 or more, see instructions. You must attach Form 8283 if over $500	16		
	17	Carryover from prior year	17		
	18	Add lines 15 through 17			18
Casualty and Theft Losses	19	Casualty or theft loss(es). Attach Form 4684. (See instructions.)			19
Job Expenses and Certain Miscellaneous Deductions	20	Unreimbursed employee expenses – job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶	20		
	21	Tax preparation fees	21		
(See instructions.)	22	Other expenses – investment, safe deposit box, etc. List type and amount ▶	22		
	23	Add lines 20 through 22	23		
	24	Enter amount from Form 1040, line 38 24			
	25	Multiply line 24 by 2% (.02)	25		
	26	Subtract line 25 from line 23. If line 25 is more than line 23, enter -0-			26
Other Miscellaneous Deductions	27	Other – from list in the instructions. List type and amount ▶			27
Total Itemized Deductions	28	Is Form 1040, line 38, over $150,500 (over $75,250 if married filing separately)? [X] No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 27. Also, enter this amount on Form 1040, line 40. [ ] Yes. Your deduction may be limited. See instructions for the amount to enter.			28 80,907.
	29	If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ [ ]			

Booms 000012

SCHEDULE E (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc)

- Attach to Form 1040, 1040NR, or Form 1041.
- See Instructions for Schedule E (Form 1040).

OMB No. 1545-0074

2006

Attachment Sequence No. 13

Name(s) shown on return [redacted]

[redacted]

Income or Loss From Rental Real Estate and Royalties

Note. If you are in the business of renting personal property, use **Schedule C** or **C-EZ** (see instructions). Report farm rental income or loss from **Form 4835** on page 2, line 40.

	1 List the type and location of each rental real estate property:	2 For each rental real estate property listed on line 1, did you or your family use it during the tax year for personal purposes for more than the greater of: • 14 days, or • 10% of the total days rented at fair rental value? (See instructions.)		Yes	No
A	RESIDENTIAL RENTAL PROPERTY 37 TINA MARIA CIRCLE		A		X
B	RESIDENTIAL RENTAL PROPERTY 5044 WESTWIND WAY		B		X
C			C		

Income:		Properties A	Properties B	Properties C	Totals (Add columns A, B, and C)
3 Rents received	3	51,000.	61,000.		112,000.
4 Royalties received	4				
Expenses:					
5 Advertising	5				
6 Auto and travel (see instructions)	6				
7 Cleaning and maintenance	7	514.	3,113.		
8 Commissions	8				
9 Insurance	9				
10 Legal and other professional fees	10		500.		
11 Management fees	11				
12 Mortgage interest paid to banks, etc (see instructions)	12	20,841.	33,449.		54,290.
13 Other interest	13				
14 Repairs	14		3,585.		
15 Supplies	15				
16 Taxes	16	1,848.	3,674.		
17 Utilities	17	1,005.	3,059.		
18 Other (list) ►					
HOME OWNER'S ASSOCIATION	18	450.			
cable	18		630.		
19 Add lines 5 through 18	19	24,658.	48,010.		72,668.
20 Depreciation expense or depletion (see instructions)	20	4,377.	14,649.		19,026.
21 Total expenses. Add lines 19 and 20	21	29,035.	62,659.		
22 Income or (loss) from rental real estate or royalty properties. Subtract line 21 from line 3 (rents) or line 4 (royalties). If the result is a (loss), see instructions to find out if you must file Form 6198	22	21,965.	-1,659.		
23 Deductible rental real estate loss. Caution. Your rental real estate loss on line 22 may be limited. See instructions to find out if you must file Form 8582. Real estate professionals must complete line 43 on page 2	23		-1,659.		
24 **Income.** Add positive amounts shown on line 22. Do not include any losses					24 21,965.
25 **Losses.** Add royalty losses from line 22 and rental real estate losses from line 23. Enter total losses here					25 -1,659.
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2					26 20,306.

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2006

Attachment Sequence No. 67

Name(s) shown on return [redacted] Business or activity to which this form relates [redacted]

Sch E RESIDENTIAL RENTAL PROPERTY

Part I Election To Expense Certain Property Under Section 179

Note: *If you have any listed property, complete Part V before you complete Part I.*

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	$108,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	$430,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2005 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instrs)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2007. Add lines 9 and 10, less line 12 ▶	13	

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special allowance for qualified New York Liberty or Gulf Opportunity Zone property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2006	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B — Assets Placed in Service During 2006 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only — see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs		S/L	
h Residential rental property	01/06	420,375.	27.5 yrs	MM	S/L	14,649.
			27.5 yrs	MM	S/L	
i Nonresidential real property			39 yrs	MM	S/L	
				MM	S/L	

Section C — Assets Placed in Service During 2006 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs		S/L	
c 40-year			40 yrs	MM	S/L	

Part IV Summary (see instructions)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations — see instructions	22	14,649.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

IN THE COURT OF COMMON PLEAS

Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLNI,

Plaintiff,

vs.

Rhonda Booms,

Defendant.

Civil Action No.: 2007-CP-04-3440

AFFIDAVIT IN FAVOR OF DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT

FILED-CLERK'S OFFICE
ANDERSON SC
2011 NOV 16 P 3:
COMMON PLEAS AN
GENERAL SESSION

PERSONALLY appeared before me the undersigned deponent, who being first duly sworn, and on personal knowledge, deposes and states that:

1. My name is Rhonda Booms, and I am an Anderson County, South Carolina resident.

2. I am over the age of eighteen (18) years of age, and I am the Defendant in this action.

3. On or about March 1, 2006, I executed and delivered a note and mortgage to WMC Mortgage Corp. in order to secure the purchase of the residential real estate which is the subject of this action.

4. On or about October 25, 2006, I made, executed and delivered a certain Adjustable Rate Note ("Note') in the principal sum of $560,500.00, payable in monthly installments to Mortgage Lenders Network USA, Inc. This mortgage loan transaction was a refinance of my residence located in South Carolina and the debt was incurred by me primarily for personal, family or household purposes and the loan was and is secured by a

DEFENDANT'S EXHIBIT
11-4-11 WJ

mortgage on real estate upon which is located a structure designed principally for occupancy of from one to four families.

5. The closing was done at 37 Tina Maria Circle, Ponce Inlet, FL. 32127.

6. I did not have an attorney present to represent me at the closing. The attorney was not present at the closing. I was rushed through the closing and was not given the time nor the opportunity to read and understand the closing documents, which include the note and mortgage which is the subject of this action.

7. The attorney preference notice is dated the same day as the closing. See Exhibit A which is attached hereto. Exhibit A was received from the Plaintiff pursuant to a request to produce documents that my attorney served upon the Plaintiff.

8. Also there was another attorney preference document prepared which is attached to the motion for partial summary judgment. It is unsigned and undated.

9. The primary purpose of the loan which is the subject of this action was and is secured in whole or in part by a lien on real estate was and is for a personal, family or household purpose.

SIGNATURE PAGE ATTACHED

Rhonda Booms

SWORN TO BEFORE ME THIS
11th DAY OF November, 2011

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 08/18/2018

Borrower Name(s): RHONDA K BOOKS	Lender: MORTGAGE LENDERS NETWORK USA, INC. 213 Court Street Middletown, CT 06457
Property Address: 5044 WESTWIND WAY ANDERSON, SC 29626-5543	Date: 10/25/2006

1. I (We) have been informed by the lender/mortgage broker that I (we) have a right to select legal counsel to represent me(us) in all matters of this transaction relating to the closing of the loan.
   (a) I select

Borrower RHONDA K BOOKS 10/25/06 Date — Borrower — Date

Borrower — Date — Borrower — Date

   (b) Having been informed of this right, and having no preference, I asked for assistance from the lender/mortgage broker and was referred to a list of acceptable attorneys. From that list I select

Borrower RHONDA K BOOKS 10/25/06 Date — Borrower — Date

Borrower — Date — Borrower — Date

2. I (We) have been informed by the lender/mortgage broker that I (we) have a right to select an insurance agent to furnish required insurance in connection with this mortgage transaction.
   (a) I select

Borrower RHONDA K BOOKS 10/25/06 Date — Borrower — Date

Borrower — Date — Borrower — Date

   (b) Having been informed of this right, and having no preference, I asked for assistance from the lender/mortgage broker and was referred to a list of qualified agents. From that list I select

Borrower RHONDA K BOOKS 10/25/06 Date — Borrower — Date

Borrower — Date — Borrower — Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

IN THE COURT OF COMMON PLEAS

Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2007-MLNI,

Plaintiff,

vs.

Rhonda Booms,

Defendant.

Civil Action No.: 2007-CP-04-3440

AFFIDAVIT IN OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

PERSONALLY appeared before me the undersigned deponent, who being first duly sworn, deposes and states that:

1. My name is Rhonda Booms, and I am an Anderson County, South Carolina resident.

2. I am over the age of eighteen (18) years of age, and I am the Defendant in this action.

3. On or about March 1, 2006, I executed and delivered a note and mortgage to WMC Mortgage Corp. in order to secure the purchase of the residential real estate which is the subject of this action.

4. On or about October 25, 2006, I made, executed and delivered a certain Adjustable Rate Note ("Note') in the principal sum of $560,500.00, payable in monthly installments. This mortgage loan transaction was a refinance of my residence located in South Carolina and the debt was incurred by me primarily for personal, family or household purposes and the loan was and is secured by a mortgage on real estate upon which is

located a structure designed principally for occupancy of from one to four families and was and is to be occupied by me as my principal dwelling.

5. The closing was done at 37 Tina Marla Circle, Ponce Inlet, FL. 32127.

6. The residence at issue is not a second home, it was and is my primary residence.

7. First Family Mortgage Corporation (mortgage broker) put the second home rider in the Mortgage documents.

8. I did not have an attorney present to represent me at the closing. The attorney was not present at the closing. I was rushed through the closing and was not given the time nor the opportunity to read and understand the closing documents, which include the note and mortgage which is the subject of this action.

9. The Plaintiff violated the attorney preference statute by failing to timely ascertain my preference for legal counsel. See Exhibit A which is attached hereto. The attorney preference notice is dated the same day as the other closing documents.

10. A Florida Mortgage Broker was used instead of a South Carolina Mortgage Broker. A South Carolina Mortgage Broker, First Family Mortgage Corporation out of Myrtle Beach, SC, was only involved peripherally.

11. Plaintiff knew that the property was to be my principal residence since Plaintiff knew to mail correspondence to me at that address. See

Exhibit B which is attached hereto.

12. According to the Federal Truth In Lending Disclosure Statement regarding the loan which is the subject of this action, the loan has a balloon payment of approximately $396,593.44, and a finance charge of approximately $1,820,507.54. See Exhibit C which is attached hereto.

13. The loan transaction which is the subject of this action was and is unconscionable and/or was induced by unconscionable conduct.

14. I received no reasonable, tangible net benefit from the mortgage loan transaction which is the subject of this action. See Exhibit D which is attached hereto.

15. The primary purpose of the loan which is the subject of this action was and is secured in whole or in part by a lien on real estate was and is for a personal, family or household purpose.

Rhonda Booms

SWORN TO BEFORE ME THIS
27th DAY OF October, 2009

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 6/8/2018

Record 473

Exhibit A

Borrower Name(s): RHONDA K BOONE	Lender: NORTHERN LENDERS NETWORK USA, INC. 213 Court Street Middletown, CT 06457
Property Address: 5044 WESTWIND WAY ANDERSON, SC 29626-5849	Date: 10/25/2006

1. I (We) have been informed by the lender/mortgage broker that I (we) have a right to select legal counsel to represent me(us) in all matters of this transaction relating to the closing of the loan.
   (a) I select

Borrower RHONDA K BOONE 10/25/06 Date Borrower Date

Borrower Date Borrower Date

(b) Having been informed of this right, and having no preference, I asked for assistance from the lender/mortgage broker and was referred to a list of acceptable attorneys. From that list I select

Borrower RHONDA K BOONE 10/25/06 Date Borrower Date

Borrower Date Borrower Date

2. I (We) have been informed by the lender/mortgage broker that I (we) have a right to select an insurance agent to furnish required insurance in connection with this mortgage transaction.
   (a) I select

Borrower RHONDA K BOONE 10/25/06 Date Borrower Date

Borrower Date Borrower Date

(b) Having been informed of this right, and having no preference, I asked for assistance from the lender/mortgage broker and was referred to a list of qualified agents. From that list I select

Borrower RHONDA K BOONE 10/25/06 Date Borrower Date

Borrower Date Borrower Date

Record 474

Exhibit B

November 3, 2006

RHONDA BOOMS
5044 WEST WIND WAY
ANDERSON, SC 29626

LOAN NUMBER: 3030076804

This correspondence is in regards to your recent loan closing with Mortgage Lenders Network USA, Inc. (MLN). Due to the delayed funding of your loan, the amount of the per diem interest collected as reflected on the HUD-1 Settlement Statement is incorrect.

Attached please find a copy of the HUD-1 that you executed at the loan closing. Please refer to Line 901. The correct information should be interest from 10/27/2006 to 11/01/2006 (5 DAY) at $145.1158 a day for a total of $725.58. The closing agent should have credited the difference in the amounts to you. I have attached a revised HUD-1 Settlement Statement reflecting the corrected change in per diem interest. Please note that the delayed funding will in no way alter or change the terms or conditions of your MLN loan.

We apologize for any inconvenience this may have caused. If you have any questions or concerns relating to this matter, please do not hesitate to contact me at 1-800-995-8802, Extension 30088.

Very truly yours,

Andrea S. Brown
Closing Department

Record 475

Exhibit C

TRUTH-IN-LENDING DISCLOSURE STATEMENT
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

LENDER OR LENDER'S AGENT:
MORTGAGE LENDERS NETWORK USA, INC.
213 Court Street
Middletown, CT 06457

☐ Preliminary ☒ Final
DATE: October 25, 2006
LOAN NO.: 3030076804
Type of Loan: CONVENTIONAL

BORROWER(S): RHONDA K BOONE

ADDRESS: 37 TINA MARIA CIRCLE
CITY/STATE/ZIP: PORT ORANGE, FL 32127
PROPERTY: 6944 WESTWIND WAY , ANDERSON, SC 29626-8543

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
11.484 %	$ 1,828,807.84	$ 854,498.16	$ 2,975,006.70

PAYMENT

# of Payments	Amount of Payments	When Payments Are Due
24	4,916.61	December 1, 2008
359	359,851.61	November 1, 2038

DEMAND FEATURE: ☒ This loan does not have a Demand Feature. ☐ This loan has a Demand Feature as follows:

VARIABLE RATE FEATURE:
☐ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in the property located at: 6944 WESTWIND WAY , ANDERSON, SC 29626-8543

ASSUMPTION: Someone buying this property ☐ cannot assume the remaining balance due under original mortgage terms
☒ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

FILING / RECORDING FEES: SEE HUD-1 SETTLEMENT STATEMENT FOR ACTUAL FEE(S)

PROPERTY INSURANCE: ☐ Property insurance in the amount of $ 850500 with a mortgage clause to the lender is a required condition of this loan. You may purchase this insurance from any insurance company acceptable to the lender.
Flood insurance ☐ is ☒ is not available through the lender at an estimated cost of N/A for a N/A year term.

LATE CHARGE: If your payment is more than 15 days late, a late charge of 10.000% of the overdue payment will be assessed.

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

See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.

I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

RHONDA K BOONE 10/25/06
BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

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Record 476

Exhibit D

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FmHA 3. ☑ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
06NC08533	3538074494	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. Adjustments for items unpaid by Seller are based on estimated amounts, and are subject to adjustment by Borrower(s) and Seller(s) when actual amounts become available.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Rhonda Kay Beane		Mortgage Lenders Network USA, Inc. 2500 MARIELL RD # 435 ALPHARETTA, GA 30022-3941

G. Property Location	H. Settlement Agent	I. Settlement Date
6044 West Wind Way ANDERSON, SC 29625 Anderson County	Liberis & Blomquist, PA Place of Settlement 140 Stoneridge Dr. Suite 450 Columbia, SC 29210	10/26/06 Disbursement Date 10/26/06

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price		401. Contract sales price	
102.		402.	
103. Settlement charges to borrower (line 1400)	14,702.83	403.	
104. Payoff to Mortgage Service	541,084.17	404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106.		406.	
107.		407.	
108.		408.	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	555,787.00	420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Deposit or earnest money	
202. Principal amount of new loan(s)	550,000.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of 1st mtg loan	
205.		505. Payoff of 2nd mtg loan	
206.		506. Payoff of 3rd mtg loan	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210.		510.	
211.		511.	
212.		512.	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	550,000.00	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)	555,787.00	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	550,000.00	602. Less reductions in amt. due seller (line 520)	
303. Cash ☐ To Borrower	4,713.00	603. Cash ☐ To Seller	0.00

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

HUD-1 (3-86)

RKB

Exhibit D

L. Settlement Charges	POC	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price $			
701. $			
702. $			
703. $			
704. Commission paid at settlement			
800. Items Payable in Connection With Loan			
801. Loan Origination Fee % to Family First Mortgage Corporation		2,802.50	
802. Loan Discount %			
803. Appraisal Fee to Affordable Assessors		325.00	
804.			
805. Tax Service Fee to Mortgage Lenders Network USA, Inc.		85.00	
806. Application Fee to Family First Mortgage Corporation		600.00	
807. Flood Cert Fee to Mortgage Lenders Network USA, Inc.		8.00	
808. Underwriting Fee to Mortgage Lenders Network USA, Inc.		799.00	
809.			
810.			
811. Yield Spread Premium To Family First Mortgage $11,210.00 POCL			
900. Items Required By Lender To Be Paid In Advance			
901. Interest from 10/28/09 to 11/1/09 @ /day		9,015.81	
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for months to Standard Guaranty Insurance Co.		3,657.00	
904. Flood Insurance Premium for months to			
905. months to			
1000. Reserves Deposited With Lender			
1001. Hazard Insurance 11 months @ $ 321.42 per month		3,618.82	
1002. Mortgage Insurance months @ $ per month			
1003. Flood Insurance months @ $ per month			
1004. City Taxes months @ $ per month			
1005. County Taxes 14 months @ $ 488.97 per month		6,715.78	
1006. Condo H/A Dues months @ $ per month			
1007. Special Assessments months @ $ per month			
1008. Aggregate Adjustment Amount months @ $ per month		-8,124.60	
1100. Title Charges			
1101. Settlement or Closing Fee to Litana & Blomquist, PA		250.00	
1102. Abstract or Title Search to Litana & Blomquist, PA		310.00	
1103. Doc Prep Fee to Litana & Blomquist, PA		80.00	
1104. Title Insurance Binder to Nations Title Agency of The Carolinas, Inc.		80.00	
1105. Courier Fee to Litana & Blomquist, PA		60.00	
1106.			
1107.			
1108. Title Insurance to Nations Title Agency of The Carolinas, Inc.		1,064.50	
1109. Lender's Coverage: $ 662,500.00 FEE: 1,065.00			
1110. Owner's Coverage: $ FEE:			
1111.			
1112.			
1113.			
1200. Government Recording and Transfer Charges			
1201. Recording Fees: Deed: Mortgage: 31.00 Releases:		31.00	
1202. City/County/Mtg/Rpt: Deed: Mortgage:			
1203. State tax/stamps: Deed: Mortgage:			
1204.			
1205.			
1300. Additional Settlement Charges			
1301.			
1302.			
1303.			
1304.			
1305.			
1306.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		14,702.85	

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

Kristie Kay Scoma

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

Litana & Blomquist, PA

10/28/09
Date

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

File #: 09NC05488

Borrower Name(s): RHONDA K BOONE	Lender: MORTGAGE LENDERS NETWORK USA, INC. 213 Court Street Middletown, CT 06457
Property Address: 5044 WESTWIND WAY ANDERSON, SC 29626-5643	Date: 10/25/2006

1. I (We) have been informed by the lender/mortgage broker that I (we) have a right to select legal counsel to represent me(us) in all matters of this transaction relating to the closing of the loan.
   (a) I select

Borrower RHONDA K BOONE 10/25/06 Date — Borrower Date

Borrower Date — Borrower Date

(b) Having been informed of this right, and having no preference, I asked for assistance from the lender/mortgage broker and was referred to a list of acceptable attorneys. From that list I select

Borrower RHONDA K BOONE 10/25/06 Date — Borrower Date

Borrower Date — Borrower Date

2. I (We) have been informed by the lender/mortgage broker that I (we) have a right to select an insurance agent to furnish required insurance in connection with this mortgage transaction.
   (a) I select

Borrower RHONDA K BOONE 10/25/06 Date — Borrower Date

Borrower Date — Borrower Date

(b) Having been informed of this right, and having no preference, I asked for assistance from the lender/ mortgage broker and was referred to a list of qualified agents. From that list I select

Borrower RHONDA K BOONE 10/25/06 Date — Borrower Date

Borrower Date — Borrower Date

COMMON PLEAS AND GENERAL SESSIONS

FILED-CLERK'S OFFICE ANDERSON SC

2011 NOV 16 P 3:16

DEFENDANT'S EXHIBIT 2 11/15/11 @

427721

TRUE AND CERTIFIED COPY

3030076804
Return To:
MORTGAGE LENDERS NETWORK USA, INC.
213 COURT ST. MIDDLETOWN, CT 06457

Prepared By:
LIKENS & BLOMQUIST PA
520 Gervais Street Suite 250 Columbus, SC 29201

FILED-CLERK'S OFFICE
ANDERSON SC
2006 NOV 16 P 3:16
COMMON PLEAS AND
GENERAL SESSIONS

[Space Above This Line For Recording Data]

MORTGAGE

MIN 1002610-3030076804-0

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 October 25, 2006 together with all Riders to this document.
(B) "Borrower" is
RHONDA K BOOMS

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

DEFENDANT'S EXHIBIT 3 11/15/11 (W)

RKB

3030078804

(D) "Lender" is
MORTGAGE LENDERS NETWORK USA, INC.
Lender is a corporation or association
organized and existing under the laws of Delaware
Lender's address is
213 Court St. Middletown CT 06457
(E) "Note" means the promissory note signed by Borrower and dated October 25, 2006
The Note states that Borrower owes Lender Five Hundred Sixty Thousand, Five Hundred and No/100 ---------- Dollars
(U.S.$ 560,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2036
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "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.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(I) "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.
(J) "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.
(K) "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.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "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.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (a) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this

Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY of ANDERSON

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED SCHEDULE A

Parcel ID Number:
5044 WESTWIND WAY
ANDERSON
("Property Address"):

which currently has the address of [Street]
[City], South Carolina 29626-5643 [Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS, 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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

Initials: RLO

3030078804

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

Initials: RSB

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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 Section 12-37-250 of the South Carolina Code of Laws.

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

Initials: RKS

3030078804

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:

1st Witness
ROBERT L. ASHER

2nd Witness
LORA L BLAND

RHONDA K BOOMS (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

3830078804

Florida LB

STATE OF ~~SOUTH CAROLINA~~;
County of Volusia

Personally appeared before me Kobert L Asher ~~Lora L Bland, Notary Public~~ LB and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their act and deed, deliver the within written Mortgage; and that he/she with Lora L Bland, Notary Public, witnessed the execution thereof.

Sworn to before me this 25th day of October 2006

My Commission Expires: 11/22/08

Lora L Bland
Notary Public for ~~South Carolina~~ Florida LORA L Bland

X
1st Witness
ROBERT L. ASHER

LORA L. BLAND
Notary Public - State of Florida
My Commission Expires Nov 22, 2008
Commission # DD 374361
Bonded By National Notary Assn.

Initials: RLB

LEGAL DESCRIPTION

All that piece, parcel or lot of land, with improvements thereon, lying, being and situate in Rock Mill Township, County of Anderson, State of South Carolina, and being more particularly described as follows:

BEING all of Lot 10-A, according to the Survey of Westwind Way Subdivision, as recorded in Plat Slide 786, page 8, in the Office of the Register of Deeds of Anderson County, State of South Carolina.

Being the same property conveyed by Carl D. Geier and Ann B. Geier to Rhonda Booms dated 1/13/2006 and recorded 3/3/2006 in Book 7234, Page 131 in the Register's Office for Anderson County.

The Parcel/TMS number for said property is 047-00-06-025.

Property address: 5044 West Wind Way, Anderson, SC 29626

RKB

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM ANDERSON COUNTY

HON. CORDELL MADDOX, CIRCUIT COURT JUDGE

APPELLATE CASE NO.: 2013-001185

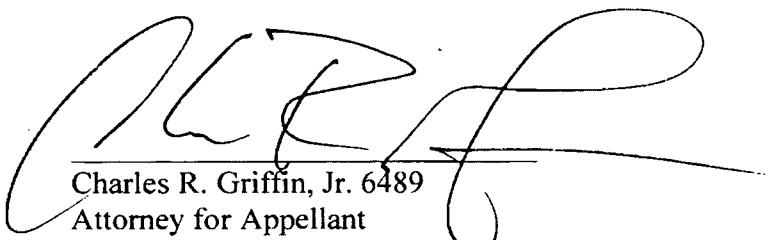
DEUTSCHE BANK.....RESPONDENT

V.

RHONDA BOOMS.....APPELLANT

CERTIFICATION

Certificate of Counsel. I certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



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April 10, 2014

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM ANDERSON COUNTY

HON. CORDELL MADDOX, CIRCUIT COURT JUDGE

APPELLATE CASE NO.: 2013-001185

DEUTSCHE BANK.....RESPONDENT

V.

RHONDA BOOMS.....APPELLANT

CERTIFICATE OF SERVICE OF RECORD ON APPEAL

The undersigned does hereby certify that on April 14, 2014, he served a copy of the Record on Appeal on the Respondent by depositing a copy of same in the U.S. Mail with postage prepaid addressed to the following:

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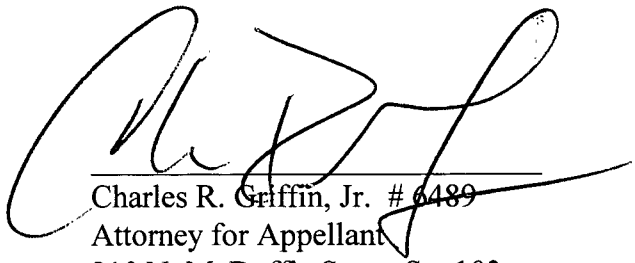

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