

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

Case No. 2010-CP-10-5775

CitiMortgage, Inc.....Respondent/Appellant,

v.

Brodie M. Trickey aka Brodie McCary Trickey
and Barberry Woods Property Owners Association Defendants,

Of whom Brodie M. Trickey is the.....Appellant/Respondent.

RECORD ON APPEAL VOLUME 1 OF 2

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RECEIVED

JUL 28 2014

SC Court of Appeals

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary Trickey
and Barberry Woods Property Owners
Association,

Defendant(s).

(File No 4008 72610)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10-5775

MOTION AND ORDER OF REFERENCE

(Non-Jury)

Foreclosure Of Real Estate Mortgage
(Deficiency Waived)

FILED
2010 AUG -6 AM 9:51
JULIA D. CAMPBELL
CLERK OF COURT

IT APPEARING that the above entitled case is an action for the foreclosure of a real estate mortgage and, pursuant to Rule 53(b) SCRP, may be referred to the Master in Equity in the above entitled county by Order of the Clerk of Court; and,

IT IS HEREBY ORDERED that this matter is referred to the Honorable Mikell R. Scarborough as Master in Equity for Charleston County, to make his findings of fact and conclusions of law; to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRPC; to hear any issues, including motions, after sale or judgment including, but not limited to, the issuance of Supplemental Orders, Writs of Assistance and hearing of any issues involving possession and/or removal of property and appraisal proceedings under S.C. Code Ann. §29-3-680, et seq. (1976 SC Code of Laws, as amended). Any appeal from the final judgment entered by the Master in Equity shall be directly to the Supreme Court or Court of Appeals, as appropriate. Any judicial sale of the property subject to this action may be held on a day other than the regular judicial sale day; and

IT IS SO ORDERED.

Julia D. Campbell
Clerk of Court, Charleston County

10-13154
avg
July 16, 2010.

Chris, South Carolina

WE SO MOVE:
RILEY POPE & LANEY, LLC

[Signature]
T. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Heath M. Stewart, III, SC Bar 74190
Nikole H. Boland, SC Bar 70491
Attorneys for Plaintiff

PAID	
DATE	8-2-2010
AMOUNT	\$ (25.00)
MIKELL R. SCARBOROUGH	
MASTER IN EQUITY	
By:	<i>[Signature]</i>

Case No.: 10-CP-10-5775

CitiMortgage
Plaintiff

versus

Trickey
Defendant

CHECK ONE:

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and the verdict has been rendered.
- ☐ **DECISION BY 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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. nonsuit)
☐ Rule 43(k), SCRPC(Settled); ☐ Other - _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding Arbitration,
Subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

IT IS ORDERED AND ADJUDGED: ☐ See attached order; ☐ Statement of Judgment by Court

Case continued for 60 days. Place
on contested roster.

Dated at Charleston, South Carolina,

9/8/10
Date

Judge

This judgment was entered on the _____ Day of _____, 20____, and a copy mailed first class this _____ Day
of _____, 20____, to attorneys of record or to parties (when appearing pro-se) as follows:

Attorney(s) for Plaintiff(s)

Attorney(s) for Defendant(s)

SCRP Form 4(Rev. 2/96)

FILED
2010 SEP 20 AM 11:40
JULIE J. ARMS, J.D.
CLERK OF COURT

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

JUDGMENT IN A CIVIL CASE

Case No.: 2010-CP-10-5775

CITIMORTGAGE, INC.

Plaintiff

versus

BRODIE M. TRICKEY, ET AL

2011 JUN 30 PM 2: 52

JULIE J. ARMSTRONG
CLERK OF COURT

CHECK ONE:

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and the verdict has been rendered.
- ☒ **DECISION BY 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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. nonsuit)
☐ Rule 43(k), SCRPC(Settled); ☐ Other - _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding Arbitration,
Subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

IT IS ORDERED AND ADJUDGED: ☐ See attached order; ☐ Statement of Judgment by Court

Action stayed pursuant to Administrative Order 2011-05-02-01.

Dated at Charleston, South Carolina,

6/29/11 [Signature]
Date Judge

This judgment was entered on the _____ Day of _____, 20____, and a copy mailed first class this _____ Day of _____, 20____, to attorneys of record or to parties (when appearing pro-se) as follows:

Attorney(s) for Plaintiff(s)

Attorney(s) for Defendant(s)

SCRCP Form 4(Rcv. 2/96)

Clerk of Court

00 05

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-5775

CITIMORTGAGE, INC.

BRODIE M. TRICKY, et al

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: MASTER

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

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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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: PLAINTIFF CITIMORTGAGE TO RE-EVALUATE DEFENDANT FOR LOAN MODIFICATION UPON RECEIPT OF YEAR 2011, 1099 FORM BY JANUARY 31, 2012. IF NO 1099 TIMELY SUBMITTED, CASE MAY PROCEED TO TRIAL.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : ORDER

INFORMATION FOR THE PUBLIC 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)
N/A		\$
		\$
		\$

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

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

3062

Judge Code

12/07/2011

Date

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary Trickey
and Barberry Woods Property Owners
Association,

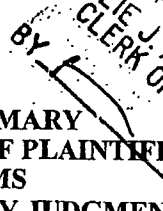
Defendant(s).

(File No. 4008.72610)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10-5775

**ORDER GRANTING SUMMARY
JUDGMENT IN FAVOR OF PLAINTIFF AS TO
ALL COUNTERCLAIMS
AND DENYING SUMMARY JUDGMENT
AS TO PLAINTIFF'S CLAIM FOR
FORECLOSURE OF MORTGAGE**

FILED
2013 MAY -8 AM 9:43
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

This matter came before the Court for a hearing on Plaintiff's Motion for Summary Judgment. Present representing the Plaintiff was Damon C. Wlodarczyk. Mary Leigh Arnold was present on behalf of the Defendant Trickey (hereinafter "borrower").

This matter involves the foreclosure of a mortgage secured by real property owned by the borrower which is located in Charleston County. Plaintiff's counsel filed an Amended *Lis Pendens*, Summons and Complaint on July 19, 2010. Borrower, through his undersigned counsel, filed and timely served an Answer and Counterclaims. The counterclaims are as follows: Breach of Contract and Breach of Covenant of Good Faith and Fair Dealing. Unjust Enrichment, and Negligent Misrepresentation. All of the counterclaims are based upon allegations that borrower was harmed as a result of the denial of his application for a loan modification under the Making Homes Affordable Program (HMP).

On or about June 24, 2011, borrower's counsel filed with the Court a request to be considered for foreclosure intervention as provided for by the May 2011 S.C. Supreme

1 00 08



Court's Administrative Order. As a result, this Court issued an Order filed June 30, 2011, staying the matter pending a decision regarding foreclosure intervention.

On August 25, 2011, Plaintiff's counsel filed with the Court a Certification of Non-Compliance regarding the request for foreclosure intervention in which counsel asserted that borrower failed to produce documents despite several written requests.

On October 4, 2011, borrower's counsel filed with the Court an objection to the Certification of Non-Compliance asserting that borrower could not produce requested tax records because borrower had not filed taxes for the past four years and that borrower did not receive paystubs and, therefore, could not produce the same.

A hearing was held on December 7, 2011, regarding the borrower's objection to Plaintiff's Certification of Non-Compliance. Following oral arguments, the Court issued an Order filed December 9, 2011, providing Plaintiff would re-consider borrower for a loan modification after borrower submitted to Plaintiff's counsel his 2011 Form 1099 proof of income. The Court provided that borrower would supply his proof of 2011 income by January 31, 2012, or the case could proceed to trial.

On November 2, 2012, Plaintiff's counsel filed a Motion for Summary Judgment with supporting affidavit and exhibits. On January 23, 2013, borrower's counsel filed a counter-affidavit. A hearing was held on Plaintiff's summary judgment motion on January 25, 2013.

Plaintiff's counsel argued that borrower failed to comply with the Court's Order providing proof of income; that the borrower's lack of verifiable income resulted in the denial of borrower's HMP application; that borrower cannot maintain a private cause of action for any decision relating to HMP and, therefore, the counterclaims should be

dismissed with prejudice; and that there is no genuine issue regarding the right to an Order for Foreclosure and Sale.

For the reasons set forth herein, the Court finds there are no genuine issues of material fact as to the counterclaims alleged and the Plaintiff is entitled to judgment as a matter of law in its favor as to those claims. The Court, however, finds there is a genuine issue of fact as to the Plaintiff's claim for foreclosure and denies summary judgment as to that cause of action.

STANDARD

Summary Judgment is warranted only if there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRCP. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." Bloom v. Ravoir, 339 S.C. 417, 529 S.E.2d 710 (2000). The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. However, once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent must come forward with specific facts showing there is a genuine issue for trial." Garvin v. Bi-Lo, Inc., 337 S.C. 436, 523 S.E.2d 481 (Ct. App. 1999). The opponent cannot merely rely upon the pleadings, but must submit some additional evidence creating a genuine issue of material fact.

ANALYSIS

In support of the Motion for Summary Judgment, the Plaintiff submitted an Affidavit of a business records custodian for the Plaintiff. The Affidavit and attachments thereto presented evidence as follows:

1. That the Plaintiff is the owner and holder of a Note and Mortgage securing real property as issue in this action between borrower and Plaintiff;
2. That the borrower defaulted on the terms of the Note and Mortgage as of March 1, 2010;
3. The borrower had applied for relief under HMP prior to the filing of the current action but was declined for HMP and Supplemental Modification in May 2010;
4. That a Notice of Right to Cure and Acceleration of Debt letter was mailed to the borrower on May 5, 2010;
5. That borrower applied for relief under the May 2011 S.C. Supreme Court Administrative Order regarding foreclosure intervention but was denied for that relief for failing to cooperate as evidenced by the Notice of Denial on record with the Court;
6. The amounts due and collectable under the Note and Mortgage as of September 22, 2012, exclusive of court costs and attorney fees totals \$338,721.65, along with a *per diem* interest rate of \$65.99.

In addition to the Affidavit, Plaintiff's counsel offered to the Court for consideration a copy of the deposition transcript of borrower which provided the following evidence for consideration:

1. Borrower has not received any formal form of income documentation (W-2, 1099, K-1) since 2009;
2. Borrower has not filed State or Federal Taxes since 2009;
3. Borrower initial request to Plaintiff for any type of relief (forbearance, modification, etc.) occurred after the subject loan was in default.

Counsel for borrower submitted a counter-affidavit filed on January 23, 2013.

The counter-affidavit presented evidence as follows:

1. That borrower is the owner of the real property which is the subject of this foreclosure action, located at 1759 Hickory Knoll, Johns Island, SC 29455, which is his principal residence;
2. The Note and Mortgage referenced in the within matter originated with CitiMortgage, Inc.;
3. In or around January of 2009, borrower began pursuing a modification of the Note and Mortgage from Plaintiff;
4. In September of 2009, borrower entered in a Home Affordable Modification Trial Period Plan (hereinafter "TPP") with Plaintiff;
8. That borrower made all payments, on time, under the TPP beginning on September 29, 2009 and continued to make payments under the TPP until May of 2010 at which point in time Plaintiff refused to accept the payment;
9. That borrower sent Plaintiff all of the documents requested of him in order to modify my loan, often sending the same documents more than once.

FINDINGS

As an initial matter, the Court finds that borrower failed to comply with the Court's December 9, 2011 Order instructing borrower to produce verifiable evidence of his 2011 income to Plaintiff's counsel by January 31, 2012. Accordingly, the Court finds that Plaintiff has complied with and acted in good faith regarding the S.C. Administrative Order, the borrower's request for foreclosure intervention, and the filing of the Certification of Non-Compliance.

As to the counterclaims alleged against the Plaintiff by borrower, the Court finds that all of the factual allegations set forth by borrower in support of the counterclaims relate directly to the issue of whether or not borrower was entitled to a loan modification under HMP. The Court finds that based upon the recent case of Stevens v. American Home Mortgage Servicing, Inc. 2011 WL 901179 (D.S.C. March 15, 2011), Plaintiff is entitled to an Order dismissing the counterclaims with prejudice. In Stevens, the United States District Court for the District of South Carolina found that HMP provides financial incentives for participating lenders to modify the terms of current loans for qualified borrowers who have defaulted and face foreclosure. However, the Court ruled that nowhere in the HMP guidelines or in the HMP legislation is a private right of action expressly provided. Accordingly, the District Court adopted the report and recommendation of the U.S. Magistrate in dismissing the state law private cause of action for breach of implied covenant of good faith and fair dealing which was based on the loan servicer's rejection of the plaintiff borrower's application for a loan modification under HMP.

Even assuming that a private cause of action for HMP decisions could be maintained against a private servicer, the uncontested evidence before the Court is borrower had no verifiable income at all times relevant to his request for an HMP loan modification or this foreclosure action. Accordingly, the Court finds that borrower cannot maintain his alleged causes of action against Plaintiff for failing to offer him a loan modification when the borrower, for all intents and purposes, has zero (0) income and could not, therefore afford any loan payment.

CONCLUSIONS OF LAW

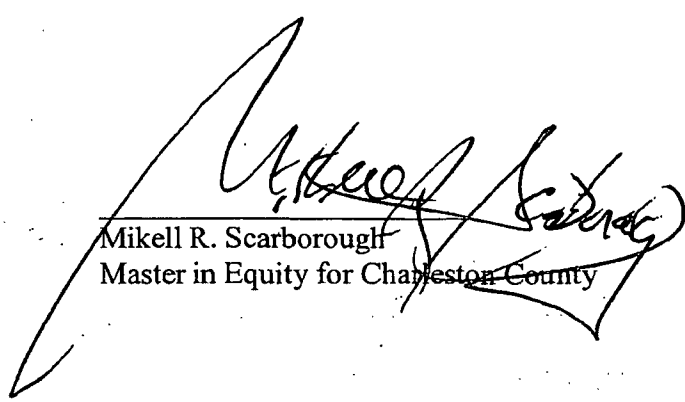
Based upon findings of fact set forth above, the Court makes the following conclusions of law:

1. Plaintiff has complied with the S.C. Administrative Order concerning foreclosure intervention and the borrower has failed to cooperate which has been certified to the Court and, therefore, this case may proceed to trial;
2. That borrower cannot maintain a private cause of action against the Plaintiff for failing to modify the terms of his mortgage loan under HMP and, therefore, the counterclaims are dismissed with prejudice;
3. That even if the borrower could maintain a private cause of action for the Plaintiff's HMP decision, Plaintiff is entitled to a judgment as a matter of law because the borrower has no verifiable income upon which a loan modification could be made;
4. That a genuine issue of fact remains as to the cause of action for the foreclosure of the mortgage and, therefore, summary judgment is denied as to that issue and the case shall proceed to trial.

IT IS SO ORDERED.

Charleston, South Carolina

April 26, 2013



Mikell R. Scarborough
Master in Equity for Charleston County

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-10-05775

CitiMortgage, Inc.

Brodie M. Trickey et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Damon . Wlodarczyk

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

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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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: After hearing arguments by the parties on July 22, 2013, Defendant Trickey's Motion for Reconsideration is denied.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

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)
N/A		\$
		\$
		\$

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

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

Judge Code

Date

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON
PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

SCRCP Form 4C (03/2013)

00 17

FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE

(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The "Information for the Judgment Index" section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the "Judgment in Favor of" column, enter the name of the party to whom the judgment is awarded. In the "Judgment Against" column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the "Judgment Amount" column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate "N/A" in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section "For the Clerk of Court Office Use Only" should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through "Circuit Court Judge" and indicate "Arbitrator" in the signature block.

00 18

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.

Plaintiff(s)

vs.

Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2010-CP-10- S77S

Submitted By:

T. Lowndes Pope, SC Bar #66507
Roy F. Laney, SC Bar #64279
~~Heidi B. Carey, SC Bar #7020~~
Heath M. Stewart, III, SC Bar #74190
Nikole H. Boland, SC Bar #70491
RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

Address: POST OFFICE BOX 11412, COLUMBIA, SC 29211

Telephone #: (803) 799-9993

Fax #: (803) 239-1414

Other: <http://rplfirm.lawoffice.com>

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR (certificate attached).

NATURE OF ACTION (Check One Box Below)

- | | | | | | | | | | | | | | |
|--|--|---|---|--|--|---|---|--|---|--------------------------------------|---|--|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 ___-CP-___-___
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☒ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) | | | | | | | | | | |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Other (799) | Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture - Petition (840)
☐ Forfeiture - Consent Order (850)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)

☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) | | | | | | | | | | |
| Special/Complex /Other
<table border="0"><tr><td>☐ Environmental (600)</td><td>☐ Pharmaceuticals (630)</td></tr><tr><td>☐ Automobile Arb (610)</td><td>☐ Unfair Trade Practices (640)</td></tr><tr><td>☐ Medical (620)</td><td>☐ Out-of State Depositions (650)</td></tr><tr><td>☐ Other (699)</td><td>☐ Motion to Quash Subpoena in Out-of-County Action (660)</td></tr><tr><td></td><td>☐ Sexual Predator (610)</td></tr></table> | | | | ☐ Environmental (600) | ☐ Pharmaceuticals (630) | ☐ Automobile Arb (610) | ☐ Unfair Trade Practices (640) | ☐ Medical (620) | ☐ Out-of State Depositions (650) | ☐ Other (699) | ☐ Motion to Quash Subpoena in Out-of-County Action (660) | | ☐ Sexual Predator (610) |
| ☐ Environmental (600) | ☐ Pharmaceuticals (630) | | | | | | | | | | | | |
| ☐ Automobile Arb (610) | ☐ Unfair Trade Practices (640) | | | | | | | | | | | | |
| ☐ Medical (620) | ☐ Out-of State Depositions (650) | | | | | | | | | | | | |
| ☐ Other (699) | ☐ Motion to Quash Subpoena in Out-of-County Action (660) | | | | | | | | | | | | |
| | ☐ Sexual Predator (610) | | | | | | | | | | | | |

Submitting Party Signature: _____

Date: July 16, 2010

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S C Code Ann §15-36-10 et seq
SCCA /234 (01/10)

FOR MANDATED ADR COUNTIES ONLY

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

**SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN
ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.**

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

SCCA / 234 (01/10)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association,

Defendant(s).

(File No 4008.72610)

IN THE CIRCUIT COURT
FOR THE NINTH
JUDICIAL CIRCUIT

**CERTIFICATE OF EXEMPTION
FROM ADR**

Docket No. 2010-CP-10- 5775

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE:

- ☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
- ☐ this action is appellate in nature;
- ☐ this is a post-conviction relief matter;
- ☐ this is a contempt of court proceeding.
- ☐ this is a forfeiture proceeding brought by the State;
- ☒ this is a case involving a mortgage foreclosure; or
- ☐ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.

RILEY POPE & LANEY, LLC


T. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 66279
Heidi B. Carey, SC Bar 7020
Heath M. Stewart, III, SC Bar 74190
Nikole H. Boland, SC Bar 70491
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

July 16, 2010
Columbia, South Carolina

NOTE: Motion must be presented to the court, a hearing held, and a finding made, for exemption or withdrawal from arbitration for "strong and compelling reason" sought pursuant to Rule 1(d), Rules of Circuit Court Arbitration.

6-29-2010
3:51pm

10-CP-10-5775

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary
Trickey,

Defendant(s).

(File No. 4008.72610)

IN THE COURT OF COMMON PLEAS

~~2010-LP-10-173~~

LIS PENDENS

(Deficiency Waived)

BY
JULIE J. ARMSTRONG
CLERK OF COURT
2010 JUN 29 PM 3:54

FILED

10-10900
NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced and is now or will be pending 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 Brodie M. Trickey aka Brodie McCary Trickey to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for CitiMortgage, Inc. dated September 26, 2007, and recorded in the public records of Charleston County on 10/2/07, in Book 6640 at Page 827.

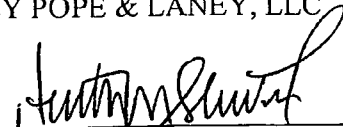
The premises covered and affected by the Plaintiff's mortgage and the foreclosure thereof, were, at the time of the making thereof, and at the time of the filing of this notice, described as follows:

See Attached Exhibit A

TMS No. 312-00-00-262

Property Address: 1758 Hickory Knoll, Johns Island, SC 29455

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

Heath M. Stewart, III, SC Bar 74190

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff.

June 28, 2010
Columbia, South Carolina

BK G 640 P 847

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CHARLESTON, JOHNS ISLAND, COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, SHOWN AND DESIGNATED AS LOT 9 ON A PLAT ENTITLED "FINAL PLAT OF BARBERRY WOODS SUBDIVISION, LOCATED IN THE CITY OF CHARLESTON, JOHNS ISLAND, CHARLESTON COUNTY, SC" PREPARED BY ANDERSON & ASSOCIATES UNDER SEAL OF FORSMAN J. ANDERSON, RLS NO. 12230, DATED JUNE 23, 2003 AND RECORDED JULY 21, 2003, IN PLAT BOOK EG AT PAGE 494, IN THE RMC OFFICE FOR CHARLESTON COUNTY, SOUTH CAROLINA; SAID LOT HAVING SUCH SIZE, SHAPE, DIMENSIONS, BUTTINGS AND BOUNDINGS AS WILL BY REFERENCE TO SAID PLAT MORE FULLY APPEAR.

BEING THE SAME PROPERTY CONVEYED TO THE MORTGAGOR BY DEED OF MERIDIAN BUILDERS, INC. DATED 3-23-04 AND RECORDED IN BOOK M488, PAGE 79 IN THE CHARLESTON COUNTY RMC OFFICE.

TMS: 312-00-00-262

(07-0289.PFD/07-0289/12)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary
Trickey and Barberry Woods Property
Owners Association,

Defendant(s).

(File No 4008 72610)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10- S275

SUMMONS AND NOTICE

(Deficiency Waived)

2010 JUL 19 AM 10:56
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, 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.

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:

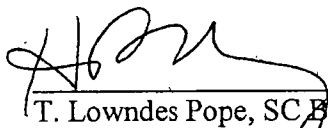
YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Plaintiff.

YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRPC, specifically provide that the said Master or Special Referee is authorized and empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. §29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative Plaintiff will move before a Judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage which is the subject of this action and the Complaint attached hereto.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.**

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Heath M. Stewart, III, SC Bar 74190
Nikole H. Boland, SC Bar 70491
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

July 16, 2010
Columbia, South Carolina

FILED

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

2010 JUL 19 AM 10:56
JULIE J. ARMSTRONG
CLERK OF COURT

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10- 5775

CitiMortgage, Inc.,

BY

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary
Trickey and Barberry Woods Property
Owners Association,

Defendant(s).

COMPLAINT

FIRST CAUSE OF ACTION – Foreclosure
of Real Estate Mortgage

(Deficiency Waived)

(File No 4008 72610)

The Plaintiff above-named, complaining of the Defendants above named, herein alleges:

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon real estate in Charleston County, South Carolina.
2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.
3. The Plaintiff is the owner and holder of the Note and Mortgage described hereafter and that are the subject of this action.
4. Some lien on or right, title, or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
5. Based upon a search of the public records of Charleston County, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.
6. The Defendant(s) herein described, if any, 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 S.C. Code Ann. §15-35-840.
7. The hereinafter named Defendant(s) may have some interest in or lien upon the property which is the subject of this action by virtue of the matter and issues herein below

alleged. In the event there is a surplus from the foreclosure sale of the subject property, the validity, priority and amount of such lien or claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRPC. These liens or interests are described as follows:

Barberry Woods Property Owners Association by virtue of a lien of record against Brodie Trickey in the amount of \$1,050.00 dated February 27, 2007 and recorded on March 7, 2007 in Book V617 at Page 28. At the time of the closing of the Plaintiff's mortgage, a payoff was issued in the amount of \$1,929.10 to Barberry Woods POA, as shown on the HUD-1 Settlement Statement issued at the time of said closing, on Line 1305, which HUD-1 Settlement Statement is attached hereto as Exhibit C. This lien is still open and un-satisfied of record as of the date of filing of the Lis Pendens to this action. Plaintiff is informed and believes that Barberry Woods Property Owners Association has been paid in full and through oversight or inadvertence the satisfaction of said lien has not been filed of record. Barberry Woods Property Owners Association is made a party hereto in order that it may appear and set up any interest it may have, if any, in the subject real property by virtue of this open, unsatisfied lien. Plaintiff prays that the Court make a finding that this lien is paid in full and issue its order satisfying this lien of record.

8. On or about September 26, 2007, Brodie McCary Trickey made, executed and delivered unto CitiMortgage, Inc. a certain Note ("Note") in the principal sum of Two Hundred Fifty Five Thousand Five Hundred Seventy Five and 00/100 (\$255,575.00) Dollars, payable in monthly installments of principal and interest of \$2,065.35 commencing November 1, 2007, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

9. In order to secure the payment of the Note according to the terms and conditions thereof, Brodie M. Trickey aka Brodie McCary Trickey made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for CitiMortgage, Inc. a certain real estate mortgage ("Mortgage") covering the following described property:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Charleston, Johns Island, County of Charleston, State of South Carolina, shown and designated as Lot 9 on a plat entitled "Final Plat of Barberry Woods Subdivision, located in the City of Charleston, Johns Island, Charleston County, SC" prepared by Anderson & Associates under Seal of Forsman J. Anderson, RLS No. 12230, dated June 23, 2003 and recorded July 21, 2003, in Plat Book EG at Page 494, in the RMC Office for Charleston County, South Carolina; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

Being the same property conveyed to Brodie M. Trickey by Deed of Meridian Builders, Inc. dated March 23, 2004 and recorded in Book M488 at Page 79 in the Charleston County RMC Office.

TMS No. 312-00-00-262

Property Address: 1759 Hickory Knoll, Johns Island, SC 29455

10. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the public records of Charleston County on October 2, 2007, in Book G-640 at Page 829. That thereafter, the Mortgage was assigned unto Plaintiff, which assignment is dated July 8, 2010 and to be recorded in said ROD Office. A copy of the Plaintiff's Mortgage is attached hereto as Exhibit "B" and made a part hereof by reference.

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

12. The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. The subject loan is not eligible for HMP modification process because the borrower(s) has not contacted servicer within 30 days prior to foreclosure to express interest in loss mitigation options.

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mortgage)

13. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

14. Prior to the commencement of this action, the Plaintiff has complied with its obligation(s) as required under the terms of the Note and Mortgage and/or any Federal or State statutes or regulations including, but not limited to, the furnishing of any notices required to the obligator(s) giving to such person(s) the right to cure any default under the terms of the Note and Mortgage that may exist.

15. The installments of principal and interest which became due on March 1, 2010 have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the Note and Mortgage, elects to and does declare the entire balance of said

principal and interest due and payable at once, and that there is now due and owing and unpaid upon the said Note and Mortgage the sum of two hundred sixty thousand five hundred six and 65/100 (\$260,506.65) Dollars as of March 1, 2010, together with interest thereon at the rate of 9.475% per annum, with a current rate of 9.4750% per annum from February 1, 2010, together with reasonable attorney's fees and the costs and disbursements of this action, plus all moneys, if any, advanced by the Plaintiff under the terms of the Note and Mortgage for the payment of ad valorem taxes and/or insurance premiums, property maintenance, and securing thereof or otherwise.

16. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action, and under the terms of the Note and Mortgage, Plaintiff's counsel is entitled to reasonable attorney's fees and costs of this action.

17. Plaintiff may be forced to pay sums for taxes, 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.

18. Plaintiff's right to a personal or deficiency judgment pursuant to S.C. Code Ann. §§29-3-650 and 29-3-660 is expressly waived.

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

(1) 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 mortgage lien on the subject property, and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees, the costs of maintaining the property or securing and inspecting the property, if any, incurred as a result of this delinquency, and for the costs of this action.

(3) If necessary, 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.

(4) 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;

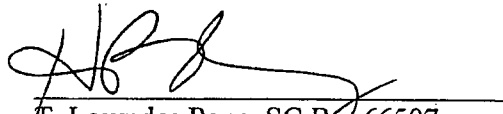
Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, SCRPC.

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

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

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Heath M. Stewart, III, SC Bar 74190
Nikole H. Boland, SC Bar 70491
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

July 16, 2010
Columbia, South Carolina

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

1. As of June 21, 2010, the principal amount of the debt you owe is \$260,506.65. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph 6 of this Notice.
2. CitiMortgage, Inc. is the Creditor to whom the debt is owed.
3. 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 thirty (30) days of the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
4. The debt described in the Complaint attached hereto and evidenced by the Note and Mortgage described therein 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.
5. 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.
6. Written requests should be addressed to Riley Pope & Laney, LLC, Post Office Box 11412, Columbia, SC 29211.
7. This notice should not 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.**

NOTE

September 26, 2007
(Date)

Charleston
(City)

South Carolina
(State)

1759 HICKORY KNOLL, JOHNS ISLAND, SC 29455

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 255,575.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CitiMortgage, 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 9.475 %.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on November 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2047, 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 1000 Technology Drive, O' Fallon, MO 63368-2240 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 2,065.35

4. 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 the Note.

I may make a full Prepayment or partial Prepayments 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 the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

1680

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Wolters Kluwer Financial Services Form 3200 1/01
VMP 6-6N (0207) 01
Page 1 of 3



CitiMortgage 3.2.11.07 V2

P.03 1 843 852 2679

00 34

STEVE RUBINSTEIN, P.R.

40

EXHIBIT

A

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

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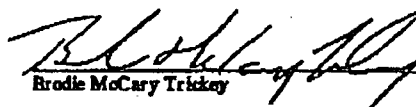
10. UNIFORM SECURED NOTE

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

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

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

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


Brodie McCary Trickey

(Seal)
Borrower

(Sign Original Only)

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Form 3208 1/01

CitiMortgage 3.2.11.07 V2

P.05 1 843 852 2679

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STEVE RUBINSTEIN, P.A.

SEP-26-2007 14:41

Return To:
CitiMortgage, Inc.
Attn: Document Processing
P.O. Box 790021
St. Louis, MO 63179-0021

CERTIFIED A TRUE COPY
[Signature] (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 7/27/10

Prepared By:
CitiMortgage, Inc.
4050 Regent Blvd
Mail Stop: N2A-210
Irving, TX 75063

[Space Above This Line For Recording Data]

MORTGAGE

MIN [REDACTED] 6801

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 September 26, 2007 together with all Riders to this document.

(B) "Borrower" is Brodie M. Trickey aka Brodie McCary Trickey

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.

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SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3041 1/01

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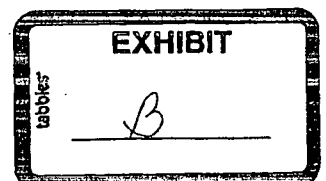
VMP Mortgage Solutions, Inc.

Initials: *[Signature]*



CitiMortgage 3.2.11.07 V2

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G-640/829 R: 10/2/07

(D) "Lender" is CitiMortgage, Inc.

Lender is a Corporation
organized and existing under the laws of New York
Lender's address is 1000 Technology Drive, O' Fallon, MO 63368-2240

(E) "Note" means the promissory note signed by Borrower and dated September 26, 2007
The Note states that Borrower owes Lender Two Hundred Fifty Five Thousand Five Hundred Seventy
Dollars

(U.S. \$ 255,575.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than October 1, 2047

(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]
		Other(s):

(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 (i) 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

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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 Charleston

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number:
1759 HICKORY KNOLL
JOHNS ISLAND
("Property Address"):

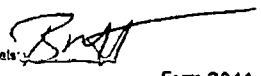
which currently has the address of
[Street]
(City) , South Carolina 29455- [Zip Code]

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.

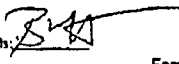
Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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

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

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

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

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

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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:

DMC

Brodie McCary Trickey

(Seal)

Brodie McCary Trickey aka Brodie M. Trickey
(Sign Original Only)

Brodie M. Trickey

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STATE OF SOUTH CAROLINA, Charleston
I, Steven M. Rubinstein

County ss:
do hereby certify that

Brodie McCary Trickey aka Brodie M. Trickey

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

Witness my hand and official seal this 26th day of Sept., 2007


Notary Public for South Carolina

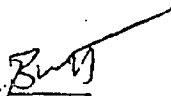
My Commission Expires: 7/24/13



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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this Twenty-Sixth day of September, 2007, 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 CitiMortgage, Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1759 HICKORY KNOLL, JOHNS ISLAND, SC 29455

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Codes, Covenants and Restrictions

(the "Declaration"). The Property is a part of a planned unit development known as

Barberry Woods

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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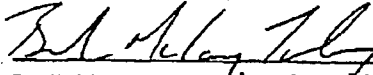
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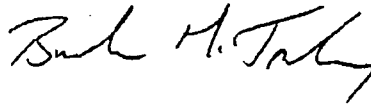
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

 (Seal)
Brodie McCary Trickayaka Brodie M. Trickey
(Sign Original Only) Borrower



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Form 3150 1/01
CitiMortgage J.2.11.07 V2

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CHARLESTON, JOHNS ISLAND, COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, SHOWN AND DESIGNATED AS LOT 9 ON A PLAT ENTITLED "FINAL PLAT OF BARBERRY WOODS SUBDIVISION, LOCATED IN THE CITY OF CHARLESTON, JOHNS ISLAND, CHARLESTON COUNTY, SC" PREPARED BY ANDERSON & ASSOCIATES UNDER SEAL OF FORSMAN J. ANDERSON, RLS NO. 12230, DATED JUNE 23, 2003 AND RECORDED JULY 21, 2003, IN PLAT BOOK EG AT PAGE 494, IN THE RMC OFFICE FOR CHARLESTON COUNTY, SOUTH CAROLINA; SAID LOT HAVING SUCH SIZE, SHAPE, DIMENSIONS, BUTTINGS AND BOUNDINGS AS WILL BY REFERENCE TO SAID PLAT MORE FULLY APPEAR.

BEING THE SAME PROPERTY CONVEYED TO THE MORTGAGOR BY DEED OF MERIDIAN BUILDERS, INC. DATED 3-23-04 AND RECORDED IN BOOK M488, PAGE 79 IN THE CHARLESTON COUNTY RMC OFFICE.

TMS: 312-00-00-262

(07-0289.PFD/07-0289/12)

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF 1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: 07-0289 7. LOAN NUMBER: 1880 8. MORTGAGE INS CASE NUMBER:	
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 "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. NAME AND ADDRESS OF BORROWER: BRODIE MCCRARY TRICKEY 1759 HICKORY KNOLL WAY JOHNS ISLAND, SC 29485		E. NAME AND ADDRESS OF SELLER: CitiMortgage, Inc. 1000 Technology Drive OFallon, MO 63368	
G. PROPERTY LOCATION: 1759 HICKORY KNOLL WAY JOHNS ISLAND, SC 29485 Charleston County, South Carolina		H. SETTLEMENT AGENT: 65-0752883 Steven M. Rubinstein, PA PLACE OF SETTLEMENT 1555 Barn Rittenberg Blvd., Ste. 104 Charleston, SC 29407	
I. SETTLEMENT DATE: September 26, 2007 Disburse: 10/01/07			
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER: 101. Contract Sales Price 102. Personal Property 103. Settlement Charges to Borrower (Line 1400) 25,656.38 104. Payoff first mortgage to IndyMac Bank 229,102.67 105.		400. GROSS AMOUNT DUE TO SELLER: 401. Contract Sales Price 402. Personal Property 403. 404. 405.	
Adjustments For Items Paid By Seller in advance 106. City/Town Taxes to 107. County Taxes to 108. Assessments to 109. 110. 111. 112.		Adjustments For Items Paid By Seller in advance 406. City/Town Taxes to 407. County Taxes to 408. Assessments to 409. 410. 411. 412.	
120. GROSS AMOUNT DUE FROM BORROWER 254,757.93		420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER: 201. Deposit or earnest money 202. Principal Amount of New Loan(s) 255,675.00 203. Existing loan(s) taken subject to 204. 205. 206. 207. 208. 209.		500. REDUCTIONS IN AMOUNT DUE TO SELLER: 501. Excess Deposit (See Instructions) 502. Settlement Charges to Seller (Line 1400) 503. Existing loan(s) taken subject to 504. Payoff of first Mortgage 505. Payoff of second Mortgage 506. 507. 508. 509.	
Adjustments For Items Unpaid By Seller 210. City/Town Taxes to 211. County Taxes to 212. Assessments to 213. 214. 215. 216. 217. 218. 219.		Adjustments For Items Unpaid By Seller 510. City/Town Taxes to 511. County Taxes to 512. Assessments to 513. 514. 515. 516. 517. 518. 519.	
220. TOTAL PAID BY/FOR BORROWER 255,675.00		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM/TO BORROWER: 301. Gross Amount Due From Borrower (Line 120) 254,757.93 302. Less Amount Paid By/For Borrower (Line 220) (255,675.00) 303. CASH (FROM) (X TO) BORROWER 817.07		600. CASH AT SETTLEMENT TO/FROM SELLER: 601. Gross Amount Due To Seller (Line 420) 602. Less Reductions Due Seller (Line 520) 603. CASH (TO) (FROM) SELLER 0.00	

By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two-page statement.

EXHIBIT

C

L. SETTLEMENT CHARGES				PAY FROM	PAY FROM
700. TOTAL COMMISSION Based on Price \$ @ %				BORROWER'S FUNDS AT SETTLEMENT	SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement					
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	0.4999 %	to First Rate Mortgage		1,277.58	
802. Loan Discount	1.0000 %	to First Rate Mortgage		2,868.78	
803. Appraisal Fee		to Goodson Appraisal Services, Inc.		350.00	
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Ins. App. Fee		to			
807. Assumption Fee		to			
808. Commitment Fee		to Citimortgage, Inc.		500.00	
809. Processing Fee		to First Rate Mortgage		811.93	
810.					
811. Broker Discount to CMI by bkr		to Citimortgage, Inc.	POC \$2,559.75		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From 10/01/07 to 11/01/07	@ \$	Day (31 days %)			
902. Mortgage Insurance Premium for	months to				
903. Hazard Insurance Premium for	1.0 years to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$	per month			
1002. Mortgage Insurance	months @ \$	per month			
1003. City/Town Taxes	months @ \$	per month			
1004. County Taxes	months @ \$	per month			
1005. Assessments	months @ \$	per month			
1006.	months @ \$	per month			
1007.	months @ \$	per month			
1008. Aggregate Adjustment	months @ \$	per month			
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to				
1102. Abstract or Title Search	to				
1103. Title Examination	to Amy Johnson			133.00	
1104. Title Insurance Binder	to MJ Title, Inc.			60.00	
1105. Document Preparation	to				
1106. Notary Fees	to				
1107. Attorney's Fees	to Steven M. Rubinstein, PA			162.00	
(includes above item numbers:					
1108. Title Insurance	to MJ Title Inc. as agents of Chicago Title			548.00	
(includes above item numbers:					
1109. Lender's Coverage	\$ 255,575.00	648.00			
1110. Owner's Coverage	\$				
1111. Satisfaction Processing Fee	to Charleston County RMC			6.00	
1112. Courier Fee	to Steven M. Rubinstein, PA			78.00	
1113. Endorsement Fee	to MJ Title, Inc.			50.00	
1114. Wire Fee	to Steven M. Rubinstein, PA			25.00	
1115.					
1116.					
1117.					
1118.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$	Mortgage \$ 25.00:	Release \$		25.00	
1202. City/County Tax/Stamp: Deed Stamp		Mortgage			
1203. State Tax/Stamp: Revenue Stamp		Mortgage			
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303.					
1304.					
1305. See addn. disc. exhibit	to			19,277.10	
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 602, Section K)				25,859.36	

Certified to be a true copy.

(07-0280 / 07-0280 / 13)

P. 03 1 843 852 2679

00

57

STEVE RUBINSTEIN, P.A.

SEP-26-2007 11:15

ADDITIONAL DISBURSEMENTS EXHIBIT

Borrower: BRODIE MCCRARY TRICKEY
Lender: CitiMortgage, Inc.
Settlement Agent: Steven M. Rubinstein, PA
 (843)852-2677
Place of Settlement: 1565 Sam Rittenberg Blvd., Ste. 104
 Charleston, SC 29407
Settlement Date: September 26, 2007
Disbursement Date: October 1, 2007
Property Location: 1759 HICKORY KNOLL WAY
 JOHNS ISLAND, SC 29455
 Charleston County, South Carolina

PAYEE/DESCRIPTION	NOTE/REF NO	BORROWER	SELLER
Barberry Woods POA Payoff Lien of Record		1,929.10	
Bk of Amer Payoff		8,594.00	
Bank of Amer Payoff		2,854.00	
Chase Payoff		907.00	
GEMB Payoff		213.00	
Cap 1 Bk Payoff		2,160.00	
Bank of Amer Payoff		4,630.00	
Total Additional Disbursements shown on Line 1305		\$ 19,277.10	\$ 0.00

(07-0289.PFD-07-0289/13)

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: BRODIE MCCRARY TRICKEY
Lender: CitiMortgage, Inc.
Settlement Agent: Steven M. Rubinstein, PA
 (843)852-2677
Place of Settlement: 1565 Sam Rittenberg Blvd., Ste. 104
 Charleston, SC 29407
Settlement Date: September 26, 2007
Disbursement Date: October 1, 2007
Property Location: 1759 HICKORY KNOLL WAY
 JOHNS ISLAND, SC 29455
 Charleston County, South Carolina

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.

BRODIE MCCRARY TRICKEY

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Steven M. Rubinstein, PA
 Settlement Agent

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

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary Trickey and
Barberry Woods Property Owners Association,

Defendant(s).

(File No 4008.72610)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10-5775

**MOTION INFORMATION FORM
AND COVERSHEET**

Plaintiff's Attorney T. Lowndes Pope, SC Bar#66507 Roy F. Laney, SC Bar #64279 Heath M. Stewart, III, SC Bar #74190 Heidi B. Carey, SC Bar #7020 Nikole H. Boland, SC Bar #70491 Riley Pope & Laney, LLC 2838 Devine Street Post Office Box 11412 (29211) Columbia, South Carolina 29205 (803) 799-9993/(803) 239-1414		Defendant's Attorney.	
☒ MOTION HEARING REQUESTED (attach written motion and complete Sections I & III) ☐ FORM MOTION, NO HEARING REQUESTED (Complete Sections II and III) ☐ PROPOSED ORDER/CONSENT ORDER (Complete Sections II and III)			
SECTION I: Hearing Information Nature of Motion: <u>Motion for Order of Reference</u> Estimated Time Needed: _____ Court Reporter Needed: _____			
SECTION II: Motion Type ☐ Written Motion Attached ☒ Form Motion: I hereby move for relief or action by the court as set forth in the attached proposed order Signature of Attorney for Plaintiff July 22, 2010 Date Submitted			
SECTION III: Motion Fee ☒ PAID - AMOUNT: \$25.00 ☐ EXEMPT: (check reason) ☐ State Agency v. Indigent Party ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution ☐ Other			
JUDGE'S SECTION ☐ Motion fee to be paid upon filing of the attached Order. ☐ Other: _____		JUDGE _____ CODE: _____ Date: _____	
CLERK'S VERIFICATION Collected by: _____ (Print Name) ☐ MOTION FEE COLLECTED: _____ ☐ CONTESTED - AMOUNT DUE: _____ DATE FILED: _____			

SCCA/233 (11-2003)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary Trickey
and Barberry Woods Property Owners
Association,

Defendant(s).

(File No 4008 72610)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10-5775

MOTION AND ORDER OF REFERENCE

(Non-Jury)

Foreclosure Of Real Estate Mortgage
(Deficiency Waived)

FILED
2010 AUG -6 AM 9:51
CLERK OF COURT

IT APPEARING that the above entitled case is an action for the foreclosure of a real estate mortgage and, pursuant to Rule 53(b) SCRP, may be referred to the Master in Equity in the above entitled county by Order of the Clerk of Court; and,

IT IS HEREBY ORDERED that this matter is referred to the Honorable Mikell R. Scarborough as Master in Equity for Charleston County, to make his findings of fact and conclusions of law; to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRPC; to hear any issues, including motions, after sale or judgment including, but not limited to, the issuance of Supplemental Orders, Writs of Assistance and hearing of any issues involving possession and/or removal of property and appraisal proceedings under S.C. Code Ann. §29-3-680, et seq. (1976 SC Code of Laws, as amended). Any appeal from the final judgment entered by the Master in Equity shall be directly to the Supreme Court or Court of Appeals, as appropriate. Any judicial sale of the property subject to this action may be held on a day other than the regular judicial sale day; and

IT IS SO ORDERED.

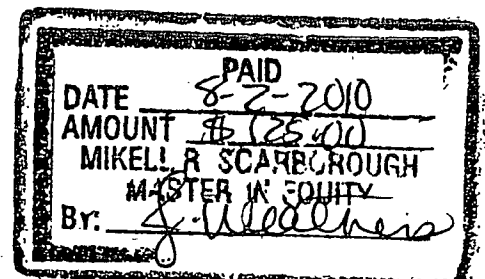
Mikell R. Scarborough
Clerk of Court, Charleston County

10-13154
Aug 16, 2010.

Chris, South Carolina

WE SO MOVE:
RILEY POPE & LANEY, LLC

[Signature]
T. Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Heath M. Stewart, III, SC Bar 74190
Nikole H. Boland, SC Bar 70491
Attorneys for Plaintiff



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CITIFINANCIAL, INC.,

Plaintiff(s),

vs.

Brodie M. Trickey aka Brodie McCary
Trickey and Barberry Woods Property
Owners Association,

Defendant(s).

COURT OF COMMON PLEAS
CASE NO. 2010-CP-10-5775

**ANSWER and COUNTERCLAIM OF
BRODIE TRICKEY**

JURY TRIAL DEMANDED

2010 AUG 23 PM 4:38
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

TO: HEIDI B. CAREY, ATTORNEY FOR THE PLAINTIFF:

Defendant Brodie M. Trickey (hereinafter ("Defendant"), for his Answer and
Counterclaim to the Complaint of Plaintiff, CitiFinancial, Inc., states the following:

FIRST DEFENSE

1. Defendant denies each and every allegation of the Complaint not hereinafter specifically admitted, denied or explained.
2. The allegation of Paragraph 1 constitutes legal conclusions to which this Defendant is required to neither admit nor deny.
3. Defendant admits upon information and belief the allegations of Paragraph 2 Of the Plaintiff's Complaint.
4. Defendant denies the allegations of Paragraph 3 and demands strict proof thereof.
5. The allegation of Paragraphs 4, 5 and Paragraph 6 constitutes legal conclusions to which this Defendant is required to neither admit nor deny

6. Defendant lacks knowledge and information sufficient to form and opinion or belief as to the allegations of Paragraph 7, and therefore denies the same and demand strict proof thereof.

7. Answering the allegations of Paragraph 8, Defendant craves reference to the documents identified therein and denies any allegation inconsistent with the specific terms of said documents.

8. Answering the allegations of Paragraph 9, Defendant craves reference to the documents identified therein and denies any allegation inconsistent with the specific terms of said documents.

9. As to the allegations in Paragraph 10, Defendant craves reference to the documents identified therein and to the public records of the R.M.C. Office for Charleston County and denies any allegation inconsistent with the specific, clear and unambiguous language of the Mortgage and which is not altered pursuant to applicable law.

10. The allegation of Paragraph 11 constitutes legal conclusions to which this Defendant is required to neither admit nor deny

11. Defendant denies the allegations of Paragraph 12, and Defendant affirmatively states that Plaintiff is not complying with the Home Affordable Modification Program (HMP).

12. Answering Paragraph 13, Defendant repeats and realleges each and every allegation of paragraphs 1 through 11 as if set forth verbatim herein.

13. Defendant denies the allegations of Paragraph 14, and demands strict proof thereof.

14. Defendant denies the allegations of Paragraph 15, and demands strict proof thereof.

15. Defendant denies the allegations of Paragraph 16, and demands strict proof

thereof.

16. Defendant lacks knowledge and information sufficient to form an opinion or belief as to the allegations of Paragraph 17 and therefore deny the same and demand strict proof.

17. The allegation of Paragraph 18 constitutes legal conclusions to which this Defendant is required to neither admit nor deny.

FOR AND AS A SECOND DEFENSE
(Failure to State Claim)

18. Further answering said Complaint and for a further defense thereto Defendants allege that Plaintiff's Complaint fails to set forth a sufficient cause of action.

FOR AND AS A THIRD DEFENSE
(Waiver)

19. Further answering said Complaint and for a further defense thereto Defendants allege that Plaintiff's Complaint is barred by the doctrines of waiver and estoppels.

FOR AND AS A FOURTH DEFENSE
(Breach of Contract)

20. Further answering said Complaint and for a further defense thereto Defendant alleges that Plaintiff breached the terms of the subject contract and therefore is barred from bringing the within action.

FOR AND AS A FIFTH DEFENSE
(Affirmative Defenses)

21. Further answering said Complaint and for a further defense thereto Defendant Specifically plead as an affirmative defense to the allegations of the Complaint, accord and satisfaction, comparative negligence, duress, fraud, illegality, laches, statute of limitations, misrepresentation, mistake, payment, release, waiver, lack of consideration or any other matter constituting avoidance or affirmative defense which may arise and develop as discovery in this

progresses.

**FOR AND AS A SIXTH DEFENSE
(Unclean Hands)**

22. Further answering the Complaint and as and for a further defense thereto, the Defendants allege, a mortgage foreclosure is an action in equity. The Plaintiff comes to this action with unclean hands and is therefore precluded from maintaining this equitable action.

**FOR AND AS A SEVENTH DEFENSE
(Reservation and Non-Waiver)**

23. Defendants reserve and do not waive any additional or further defenses as may be revealed by additional information that may be acquired in discovery.

**FOR AND AS A EIGHTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Breach of Contract and Breach of Covenant of Good Faith and Fair Dealing)**

24. Defendant adopts his answer to the Complaint and reavers each of the preceding paragraphs above as if fully restated herein.

25. The contracts referenced in the complaint contain an implied covenant that the holder will act in good faith and deal fairly with Defendant in the performance of rights and obligations under the contract.

26. Plaintiff received benefits from the United States Government and in return agreed to participate in a home modification program of which Defendant is a third party beneficiary.

27. Each Contract requires Plaintiff to act reasonably and in good faith in honoring the terms of the agreement which Plaintiff has breached the implied covenant through the acts alleged herein including but not limited to, failing to properly contact Defendant about the modification program, provide Defendant with information about the modification program, place Defendant into a modification program, properly apply the conditions of the modification program, make a good faith effort to place Defendant into a modification program, acting in a

manner that jeopardizes Defendant's interest in her home/property, acting in its own self interest and as a consequence of Plaintiff's breach of implied covenant, Defendant has sustained damages, in an amount to be proven at trial plus prejudgment interest.

28. As a consequence of Plaintiff's acts and omissions through its agents and predecessors, Defendant has sustained damages in an amount to be proven at trial, plus prejudgment interest.

**FOR AND AS TENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Unjust Enrichment)**

29. Defendants adopt the allegations of paragraphs 1 through 28 and incorporate the same herein by reference as if stated verbatim.

30. Plaintiff has been unjustly enriched at the expense of and to the detriment of Plaintiffs by failing to act in good faith and properly create, implement and administer a modification program.

31. Defendants are informed and believe they are entitled to recover from the Plaintiff all assets and monies improperly withheld and received, any benefits received from the Plaintiff for its breach and inappropriate application of a modification program.

**FOR AND AS AN ELEVENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Negligent Misrepresentation)**

32. Defendants adopt the allegations of paragraphs 1 through 31 and incorporate the same herein by reference as if stated verbatim.

33. Plaintiff, as originators and successors and assigns, upon information and belief, made false representations and misleading representations to the Defendants regarding the actual terms of the loan transactions, the application of a modification program, their compliance with a federally required modification program, and the availability of a modification.

34. In the course and conduct of offering and servicing the loan, Plaintiff misrepresented, expressly or by implication, the availability of a modification and its terms.

35. Plaintiff had a pecuniary interest in making the statements and soliciting the consumers' business by making this loan.

36. Plaintiff owed a duty of care to see that it communicated truthful information to the consumers.

37. Plaintiff breached that duty by failing to exercise due care.

38. Defendants and all other consumers justifiably relied upon these representations.

39. By virtue of the negligent misrepresentations, the Defendants have been actually damaged and because these representations were willful, intentional, with malice towards the Defendants and with a reckless disregard for the rights of the Defendants, they seek an award of actual and punitive damages in accordance with their prayer for relief.

JURY TRIAL DEMAND

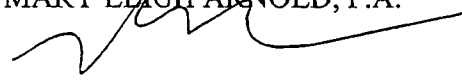
40. Defendant demands a trial by jury on all issues triable by a jury

PRAYER FOR RELIEF

Wherefore, in light of the foregoing, Defendant respectfully request that this Court:

- A. Rescind the underlying mortgage transactions and terminate any security interests created under the transactions;
- B. Enjoin the enforcement of the subject mortgages and declare the same unenforceable;
- C. Enjoin any and all pending foreclosure actions;
- D. Award actual, compensatory and punitive damages in an amount to be determined at trial;
- E. Award reasonable costs of this action;
- F. Declare all subject mortgages void; and
- G. Award all such other and further relief as this Court deems just and proper.

MARY LEIGH ARNOLD, P.A.



Mary Leigh Arnold, Esquire
749 Johnnie Dodds Blvd., Ste .B
Mt. Pleasant, South Carolina 29465
Telephone (843) 971-6053 Fax (843) 671-6055
sammie@maryarnoldlaw.com
Attorney for Defendant Brodie Trickey

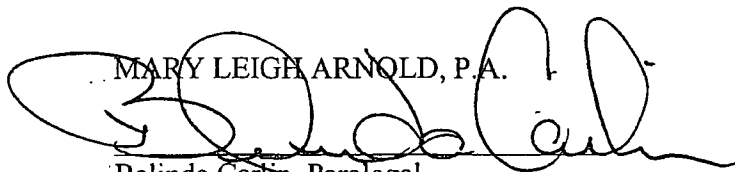
Mt. Pleasant, SC
August 19, 2010

CERTIFICATE OF SERVICE

I certify that on this 19th day of August, 2010, a copy of the within Answer and Counterclaim of Defendant Brodie Trickey, was placed in the United States Mail postage pre-paid, addressed to Counsel of the Plaintiff as listed below:

Heidi B. Carey, Esquire
Riley, Pope & Laney, LLC
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205

MARY LEIGH ARNOLD, P.A.


Belinda Carlin, Paralegal

MARY LEIGH ARNOLD, P.A.
ATTORNEY AND COUNSELOR AT LAW

749 Johnnie Dodds Blvd. • Suite B • Mt. Pleasant, SC 29464
Telephone: 843.971.6053 • Facsimile: 843.971.6055
Sammie@maryarnoldlaw.com
maryarnoldlaw.com

August 19, 2010

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Ste. 106
Charleston, South Carolina 29401

Re: CitiFinancial, Inc. vs. Brodie Trickey, et al
Case No.: 2010-CP-10-5775

Dear Madam Clerk:

Enclosed please find the original and (3) copies of the Answer and Counterclaim of Defendant Brodie Trickey, in the above referenced matter. I kindly request you file the same and return the filed copies to our office in the self-addressed stamped enveloped provided.

By Copy of this letter to opposing counsel, we hereby serve her with a copy of the same.

With Kind Regards,

Yours Very Truly

MARY LEIGH ARNOLD

Belinda Carlin
Paralegal

/bc
enclosures
cc: Heidi B. Carey, Esquire
Brodie Trickey

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

COURT OF COMMON PLEAS
CASE NO. 2010-CP-10-5775

Citifinancial, Inc.,

Plaintiff(s),

vs.

Brodie M. Trickey aka Brodie McCary
Trickey and Barberry Woods Property
Owners Association,

Defendant(s).

FILED
2011 JUN 24 3:05
JULIE J. ARMSTRONG
CLERK OF COURT

TO: PLAINTIFF CITIFINANCIAL, INC., AND THEIR ATTORNEY HEATH M.
STEWART, III, ESQUIRE

NOTICE OF ELECTION TO PARTICIPATE IN FORECLOSURE INTERVENTION

PLEASE TAKE NOTICE THAT pursuant to the Supreme Court of South Carolina Administrative Order 2011-05-02-01, the Defendant(s), Brodie Trickey, elects to invoke his right to participate in any and all foreclosure intervention programs for the purpose of resolving the above referenced foreclosure action.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.

MARY LEIGH ARNOLD, P.A.



Mary Leigh Arnold
749 Johnnie Dodds Blvd., Ste .B
Mt. Pleasant, South Carolina 29464
Telephone(843) 971-6053 Fax (843) 971-6055
Sammie@maryarnoldlaw.com
Attorney for Defendant Brodie Trickey

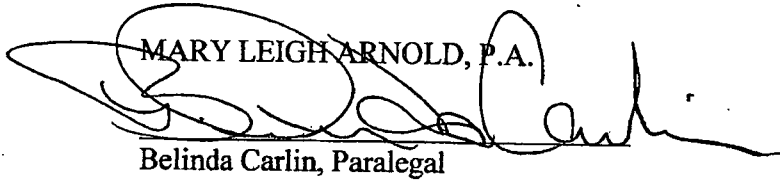
10-5775

CERTIFICATE OF SERVICE

I certify that on this 23 day of June, 2011, a copy of the within Defendant Brodie
Trickey's Election to Participate in Foreclosure Intervention was placed in the United States
Mail postage pre-paid, addressed to Counsel of the Plaintiff as listed below:

Heath M. Stewart, III, Esquire
Riley, Pope & Laney, LLC
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205

Attorney for Plaintiff

MARY LEIGH ARNOLD, P.A.

Belinda Carlin, Paralegal

FILED
2011 JUN 24 AM 3:06
JULIE J. ARISTRONG
CLERK OF COURT

MARY LEIGH ARNOLD, P.A.
ATTORNEY AND COUNSELOR AT LAW

749 Johnnie Dodds Blvd • Suite B • Mt. Pleasant, SC 29464
Telephone: 843.971 6053 • Facsimile: 843.971.6055
Sammie@maryarnoldlaw.com
maryarnoldlaw.com

June 22, 2011

The Honorable Julie J. Armstrong
Clerk of Court
100 Broad Street, #106
Charleston, South Carolina 29401

Re: CitiFinancial, Inc. vs. Brodie Trickey, et al
Case No.: 2010-CP-10-5775

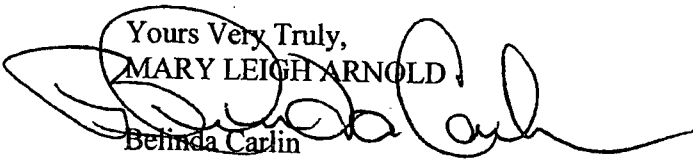
Dear Madam Clerk:

Enclosed please find for filing, the original and (3) copies of the DEFENDANT BRODIE TRICKEY'S NOTICE OF ELECTION TO PARTICIPATE IN FORECLOSURE INTERVENTION, with regards to the above referenced matter. I kindly request you file the same and return the filed copies to our office in the self-addressed stamped enveloped provided.

By copy of this letter to opposing counsel for the Plaintiff, we are hereby serve her with a copy of the same.

With Kind Regards,

Yours Very Truly,
MARY LEIGH ARNOLD


Belinda Carlin
Paralegal

/bc
enclosures
cc: Heath M. Stewart, III, Esquire
Client

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary
Trickey and Barberry Woods Property
Owners Association,

Defendant(s).

(File No 4008 72610)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10-5775

**CERTIFICATION OF MORTGAGOR
NON-COMPLIANCE**

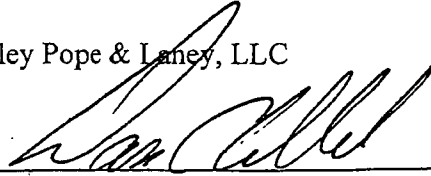
(Administrative Order 2011-05-02-01)

The undersigned Plaintiff's attorney does hereby certify as follows:

- 1) That this is an action for the foreclosure of owner occupied real property.
- 2) That pursuant to Supreme Court Administrative Order 2011-05-02-01:
 - a) The Mortgagor has been served with the required notice of rights;
 - b) That the Mortgagor, through his attorney, filed and served a Notice electing to be considered for foreclosure intervention dated June 22, 2010.
 - c) That a Workable Solutions Application and request for documentation was mailed to the Mortgagor's attorney on June 27, 2011. A copy of said document is attached hereto as Exhibit A.
 - d) That the Mortgagor's attorney returned the completed application and some of the requested documentation on or about July 25, 2011.
 - e) That the undersigned sent to the Mortgagor's attorney a second letter dated August 1, 2011 requesting the documents not provided. A copy of the letter is attached hereto as Exhibit B.
 - f) Despite repeated warnings, the Mortgagor has not produced the requested documents, several of which are required to verify income pursuant to federal and company requirements and, therefore, the Mortgagor has failed, refused, or voluntarily elected has not to participate in any foreclosure intervention process.

FILED
2011 AUG 25 PM 4:05
JULIE J. ARMSTRONG
CLERK OF COURT

Riley Pope & Laney, LLC



T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

Attorneys for Plaintiff

August 24, 2011

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE
(803) 799-9993

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

FACSIMILE
(803) 239-1414

June 27, 2011

NOTICE OF "RIGHT" TO FORECLOSURE INTERVENTION
South Carolina Administrative Order date 5/2/11

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

Re: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Ms. Arnold:

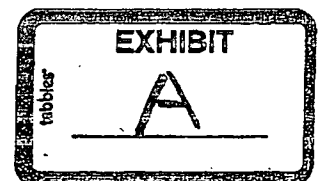
I have received your letter dated June 22, 2011, regarding your client's election to be considered for any available loss mitigation options. Obviously, several of the options require that your client give up possession of the subject property, e.g., deed in lieu or short sale. If your client is interested in those options, please advise me immediately.

With regard to the options which would allow your client to remain in possession, attached please find CitiMortgage's Workable Solutions Application. As this case is currently pending, time is of the essence. Please return to me the completed application as well as all requested documentation below. **CitiMortgage, Inc., cannot consider your clients' application unless ALL of the requested documentation is submitted.** If you client cannot produce any part of the requested documentation, we will need a detailed statement as to why the document cannot be produced. In addition, the requested documents may not be inclusive and additional documentation may be requested to process the request.

FAILURE TO PRODUCE THE REQUESTED DOCUMENTS AND COMPLETED APPLICATION WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS LETTER CAN BE CONSIDERED A FAILURE, REFUSAL, OR VOLUNTARY ELECTION TO PARTICIPATE IN THE LOSS MITIGATION PROCESS.

- Last 60 days paystubs (Handwritten pay stubs require a Verification of Employment)
- Self-employed borrowers must submit a year-to-date Profit and Loss Statement
- Social Security Benefit Award, Retirement Benefits (if applicable)
- Proof of child support or spousal support income (if applicable)
- Unemployment Benefit Award Letter (if applicable)

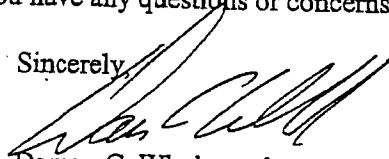
REQUIRED DOCUMENTATION CONTINUED ON NEXT PAGE



- Current Workable Solutions Application (attached)
- Last 60 days Bank Statements (all pages of each statement **MUST** be included)
- Current Rental Agreement and proof of rental income through 2 Rental Checks or 2 monthly Bank Statements, reflecting the Rent Deposit (if applicable)
- Current Utility Bill
- Hardship Affidavit (attached)
- Current 4506T (attached)
- Dodd-Frank Certification (attached)
- Current Insurance Declaration Page
- Current Property Tax Bill
- 2009 and 2010 (if filed; IF NOT FILED, please produce 2008 and 2009) complete, signed Tax Returns with all schedules

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,



Damon C. Wlodarczyk

DCW/
Enclosures

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE
(803) 799-9993

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

FACSIMILE
(803) 239-1414

August 1, 2011

NOTICE OF "RIGHT" TO FORECLOSURE INTERVENTION
South Carolina Administrative Order date 5/2/11

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

Re: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Ms. Arnold:

I am receipt of your letter dated June 27, 2011, and documents provided in regard to your client's request for foreclosure intervention. It appears my warning letter and your letter passed in the mail. In reviewing the documents, I noted the following items were provided:

1. Workable Solutions Application
2. Frank-Dodd Certification
3. 4506T-EZ
4. Hardship Affidavit
5. Checking Account Statement from 04/19/11 – 07/21/2011
6. Utility Bill from Berkeley County Co-operative
7. 2010 Form 1099-MISC
8. Property Tax Information

However, as set forth in my letter dated June 27, 2011, the following documents which were not provided are required in order to process the foreclosure intervention request:

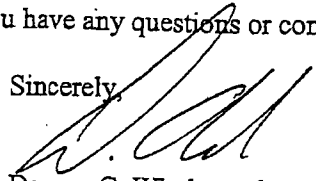
1. Last 60 days paystubs (Handwritten pay stubs require a Verification of Employment)
2. Self-employed borrowers must submit a year-to-date Profit and Loss Statement
3. Current Insurance Declaration Page
4. 2009 and 2010 (if filed; IF NOT FILED, please produce 2008 and 2009 as well as any documentation regarding an extension to file 2010) complete, signed Tax Returns with all schedules.



This letter serves as a final warning that if your client fails to produce to me the requested documents within ten (10) days, we will have no other option but to certify to the court that the borrower has failed, refused or voluntarily elected not to participate in foreclosures intervention.

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,



Damon C. Wlodarczyk

DCW/

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary Trickey
and Barberry Woods Property Owners
Association,

Defendant(s).

(File No. 4008.72610)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10-5775

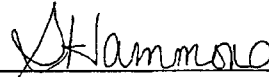
CERTIFICATE OF MAILING

I, Stephanie M. Hammond, Paralegal of the firm of Riley Pope & Laney, LLC, do hereby certify that I served the Certification of Mortgagor Non-Compliance upon the defendant(s) herein by depositing a copy of same, this date, in the U.S. Mails, first class postage prepaid, and addressed as follows:

Mary Leigh Arnold, Esquire
Attorney for Brodie McCary Trickey
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

Derek F. Dean, Esquire, Esquire
Attorney for Barberry Woods Property Owners' Association
147 Wappoo Creek Drive
Suite 604
Charleston, SC 29412

Riley Pope & Laney, LLC



Stephanie M. Hammond
Paralegal
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

Columbia, South Carolina
August 24, 2011

FILED
2011 AUG 25 PM 4:05
JULIE J. ALFSTRONG
CLERK OF COURT

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

TELEPHONE
(803) 799-9993

FACSIMILE
(803) 239-1414

August 24, 2011

Clerk of Court, Charleston County
100 Broad Street, #106
Charleston, SC 29401

Re: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Clerk:

Please find enclosed the original and one copy of the Certification of Mortgagor Non-Compliance and Certificate of Mailing in regards to the above referenced matter. Please file same and return the clocked copy to me in the stamped self addressed envelope provided.

Thank you for your kind assistance in this matter.

Very truly yours,


Stephanie M. Hammond
Paralegal

/smh
Enclosures

cc: Honorable Mikell R. Scarborough
Master in Equity, Charleston County
100 Broad Street, Suite 266
Charleston, SC 29401

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.

☐ Plaintiff

v.

Brodie M. Trickey, Et Al

☒ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2010-CP-10-5775

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney:

Heidi Carey, Bar No.

Address:

Post Office Box 11412

Columbia, SC 29211

phone: (803)799-9993 fax:

e-mail: other:

Defendant's Attorney:

Mary Leigh Arnold, Bar No.

Address:

749 Johnnine Dodds Blvd Suite B

Mt. Pleasant, SC 29464

phone: 843-971-6053 fax: 843 971-6055

e-mail: sammie@maryarnoldlaw.com other:

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

SECTION I: Hearing Information

Nature of Motion: Motion To Vacate Order of Reference

Estimated Time Needed: 15 Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

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

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

September 3, 2010

Date submitted

SECTION III: Motion Fee

☐ PAID - AMOUNT: 25.00

☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support

(check reason) ☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☒ Other: Motion to Vacate Order of Reference

JUDGE'S SECTION

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

☐ Other:

JUDGE

CODE:

Date:

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

☐ MOTION FEE COLLECTED: _____

☐ CONTESTED - AMOUNT DUE: _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2010-CP-10-5775

CitiMortgage, INC.

Plaintiff,

vs.

Brodie M. Trickey a/k/a/ Brodie McCary
Trickey and Barberry Woods Property
Owners Association,

Defendants,

NOTICE OF MOTION AND
MOTION TO VACATE ORDER OF REFERENCE
CANCEL FORECLOSURE HEARING

FILED
2010 SEP 10 PM 3:08
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO: HONORABLE MIKELL R. SCARBOROUGH, MASTER -IN-EQUITY, NINTH
JUDICIAL CIRCUIT COURT AND HEIDI B. CAREY, ESQUIRE, ATTORNEY FOR
PLAINTIFF:

10-15085
PLEASE TAKE NOTICE that the Defendant, Brodie M. Trickey, by and through his undersigned attorney will move before the Presiding Judge for the Ninth Judicial Circuit Court Charleston County, at chambers, Charleston County Courthouse, Charleston, South Carolina, at such place and time as the court may appoint, for an Order Vacating the Order of Reference filed on August 6, 2010, and cancel the Foreclosure Hearing scheduled for September 8, 2010 at 10:00 a.m., before the Honorable Mikell R. Scarborough, Master in Equity for Charleston County. The basis for said motion is as follows:

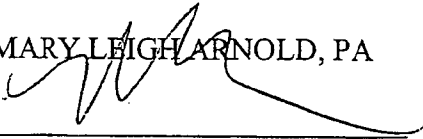
1. The Motion and Order of Reference was filed prior to the Answer of Defendant being due. The Defendant filed his Answer and Counterclaim and served on opposing Counsel within the 30 days from the date of Service. Thus, the Order being improperly filed it should be vacated and the Foreclosure Hearing Scheduled for September 8, 2010 at 10:00 before the Master in Equity be canceled.

The undersigned hereby certifies and affirms in accordance with Rule 11(a) of the South

Carolina Rules of Civil Procedure that consultation with opposing counsel for the purpose of resolving the matter contained herein would serve no useful purpose of resolving the matter contained herein/or could not be timely held.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.

MARY LEIGH ARNOLD, PA


Mary Leigh Arnold
749 Johnnie Dodds Blvd
Mount Pleasant, SC 29464
(843) 971-6053
Sammie@maryarnoldlaw.com

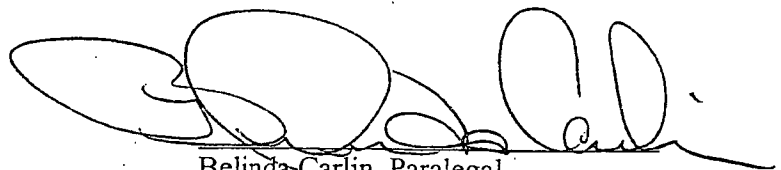
Mt. Pleasant, SC
September 3, 2010

CERTIFICATE OF MAILING

The undersigned, Assistant to Attorney Mary Leigh Arnold, Attorney for Defendant hereby certifies that on the 3 day of September 2010 she caused a copy of Notice of Motion and Motion to Vacate Order of Reference and Cancel Foreclosure Hearing, to be placed in an envelope with first-class postage prepaid and ,addressed to Counsel of the Plaintiff as listed below:

Heidi B. Carey, Esquire
Riley, Pope & Laney, LLC
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205

Attorney for the Plaintiff


Belinda Carlin, Paralegal

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

CitiMortgage, Inc.,)

Plaintiff(s),)

vs.)

Brodie M. Trickey a/k/a Brodie M. Trickey,)
aka Brodie McCary Trickey Barberry)
Woods Property Owners Association)

Defendant(s),)

IN THE COURT OF COMMON PLEAS

Case No.: 2010-CP-10-5775

**OPPOSITION TO PLAINTIFF'S
CERTIFICATE OF NON-
COMPLIANCE**

FILED
2011 OCT -4 PM 3:30
CLERK OF COURT

TO: PRESIDING JUDGE, NINTH JUDICIAL CIRCUIT COURT JUDGE AND
Damon C. Wlodarczyk, ESQUIRE, ATTORNEY FOR PLAINTIFF:

PLEASE TAKE NOTICE that the Defendant, Brodie Trickey, takes issue with
the Plaintiff attorney's Certification of Mortgagor Non-Compliance with Administrative Order
2011-05-02-01 filed August 25, 2011. The basis for this opposition is as follows:

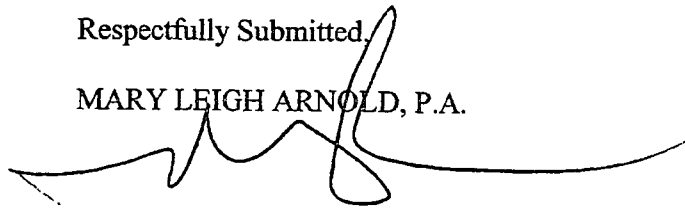
1. Defendant denies the allegations of paragraph 2 in so far as they allege Defendant has
failed, refused or voluntarily elected not to participate in any foreclosure intervention
process.
 - a. The Defendant responded to Plaintiff's letter dated June 27, 2011 by sending the
documents requested that he was able to produce within the thirty day period.
 - b. Defendant does not receive paystubs, handwritten or otherwise. Therefore,
complying with the request for the last sixty days of paystubs was impracticable if
not impossible. However, Defendant did provide his bank statements in his initial
package as requested which is an indicator of his income and expenses. Defendant
also does not have the requested tax returns for the last four years, although he did

fill out and return Form 4506T-EZ with his initial package which is a Tax Transcript request that can be used for verifying or resolving income discrepancies.

2. Plaintiff did not provide instructions or address what Defendant was to submit in the alternative of paystubs until a letter dated September 2, 2011 in which Counsel for Plaintiff states, "we will need proof of weekly payments for the last 60 days." A copy of which is attached hereto as Exhibit A.
 - a. Defendant had previously provided Plaintiff proof of his weekly earnings in the form of a communication from his employer which was sent to Plaintiff in a letter dated August 31, 2011. A copy of said communication is attached hereto as Exhibit B.
 - b. The documentation Plaintiff alleges that Defendant has failed to provide is solely for Evidence of Income which Defendant did provide and Plaintiff admits to receiving, in the form of a Form 4506T-EZ, Bank Statements, and a communication from his employer.
3. Defendant, therefore, contests Plaintiff's Certification of Mortgagor Non-Compliance with Administrative Order 2011-05-02-01.

Respectfully Submitted,

MARY LEIGH ARNOLD, P.A.



Mary Leigh Arnold, Esquire
749 Johnnie Dodds Blvd., Ste. B
Mount Pleasant, S.C. 29464
Attorney for the Defendant

Exhibit A

566.1

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

TELEPHONE
(803) 799-9993

FACSIMILE
(803) 239-1414

September 2, 2011

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

Re: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Ms. Arnold:

I am receipt of your letter dated August 31, 2011, the e-mail referencing your client's employment, and proof of current insurance.

However, as set forth in my previous letters, the following documents which were not provided are required in order to process the foreclosure intervention request:

1. Last 60 days paystubs (Handwritten pay stubs require a Verification of Employment)
2. Self-employed borrowers must submit a year-to-date Profit and Loss Statement
3. 2009 and 2010 (if filed; IF NOT FILED, please produce 2008 and 2009 as well as any documentation regarding an extension to file 2010) complete, signed Tax Returns with all schedules.

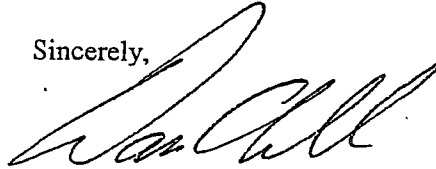
First, if your client is an "employee" of Mr. Grucunas, then we will need proof of weekly payments for the last 60 days. If your client is an independent contractor, then we will need a current year-to-date Profit and Loss Statement.

In addition, my client requires that the requested tax information be provided. As to your contention regarding the applicability of Section 609.03.05 of the Fannie Mae Single Family 2011 Servicing Guide provision allowing, but not requiring the applicant to submit signed tax documents in lieu of providing a completed Form 4506-T, please be advised that my client is a voluntary participant in the Making Homes Affordable Program. Accordingly, it is guided by the Handbook for Servicers of Non-GSE Mortgages. I direct your attention to Section 5 of the Handbook which sets forth the obligations of my client to verify income prior to considering a loan modification. Private lenders are only required to use the Form 4506-T to verify discrepancies in income documentation.

As you know, we have already certified to the court that your client has failed to provide the required information to be considered for foreclosure intervention and more than two months has passed since we requested this documentation. I am particularly concerned with what appears to be your client's intentional refusal to provide proper evidence of his current income. At this time, we have no alternative but to proceed with the foreclosure. I would encourage you to provide me with complete responses to my previous discovery requests including responses to my requests for production. We will proceed to schedule a second hearing on my pending motions.

If you have any questions, please feel free to contact me.

Sincerely,



Damon C. Wlodarczyk

DCW/

Exhibit B

Sammie Arnold

From: bmtrickey@gmail.com
Sent: Wednesday, August 31, 2011 7:48 AM
To: Sammie
Subject: Fw: Brodie's work and pay schedule

-----Original Message-----

From: jgrizz2@yahoo.com
To: Brodie Trickey
Subject: Brodie's work and pay schedule
Sent: Aug 31, 2011 7:03 AM

To whom it may concern,

Brodie has been working for me constructing interiors for custom homes since February of this year. He has shown to be hard working, consistent, and on time. I pay Brodie an average of \$950 dollars a week. I've been running a business for 7 years in Charleston SC constructing interiors for custom homes. Brodie has solidified a position with my company that I would hope to continue for years to come.

Thank you,

John Gricunas
Master carpentry
1038 Windward rd
Charleston SC
29412
843.860.3334

Sent via BlackBerry from T-Mobile

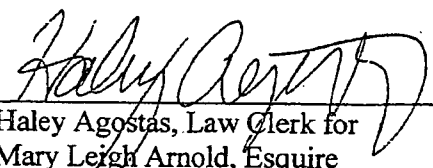
2010-5775

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is an employee of Mary Leigh Arnold, P.A. and that on this 3 day of October, 2011 she has served the Opposition to Plaintiff's Certificate of Compliance, in the within action by placing said copy in the United States, postage prepaid to the opposing counsels as listed below:

ADDRESSEE:

Damon Wlodarczyk, Esquire
Riley Pope & Laney, LLC
2833 Devine Street
Post Office Box 11412
Columbia, S.C. 29205
Attorney for Plaintiff


Haley Agostas, Law Clerk for
Mary Leigh Arnold, Esquire
749 Johnnie Dodds Blvd., Ste. B
Mount Pleasant, S.C. 29464
Attorney for the Defendant

FILED
2011 OCT -4 PM 3:31
JULIE L. ANDERSON
CLERK OF COURT

MARY LEIGH ARNOLD, P.A.
ATTORNEY AND COUNSELOR AT LAW

749 Johnnie Dodds Blvd. • Suite B • Mt. Pleasant, SC 29464
Telephone: 843.971.6053 • Facsimile: 843.971.6055
Sammie@maryarnoldlaw.com
maryarnoldlaw.com

October 3, 2011

The Honorable Julie J. Armstrong
Clerk of Court
100 Broad Street, #106
Charleston, South Carolina 29401

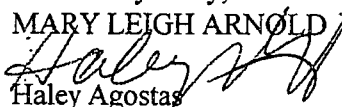
Re: CitiFinancial, Inc. vs. Brodie Trickey, et al
Case No.: 2010-CP-10-5775

Dear Madam Clerk:

Enclosed please find for filing, the original and (3) copies of the DEFENDANT BRODIE TRICKEY'S OPPOSITION TO PLAINTIFF'S CERTIFICATE OF MORTGAGOR NON-COMPLIANCE, with regards to the above referenced matter. I kindly request you file the same and return the filed copies to our office in the self-addressed stamped enveloped provided.

By copy of this letter to opposing counsel for the Plaintiff, we are hereby serve her with a copy of the same.

With Kind Regards,

Yours Very Truly,
MARY LEIGH ARNOLD

Haley Agostas
Law Clerk

/hra
enclosures
cc: Damon C. Wlodarczyk, Esquire
Client

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiMortgage, Inc.,

vs.

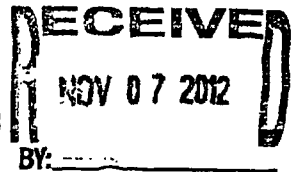
Brodie M. Trickey et al.,

Plaintiff,

Defendant(s).

(File No. 4008.37098)

IN THE COURT OF COMMON PLEAS



C/A NO.: 2010-CP-21-3408

**MOTION INFORMATION FORM
AND COVERSHEET**

Plaintiff's Attorney:

T. Lowndes Pope, SC Bar#66507
Roy F. Laney, SC Bar #64279
Heidi B. Carey, SC Bar #7020
Nikole H. Boland, SC Bar #70491
Damon C. Wlodarczyk, SC Bar #70460
Riley Pope & Laney, LLC
Post Office Box 11412, Columbia, South Carolina 29211
(803) 799-9993/(803) 239-1414

Defendant's Attorney:

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

SECTION I: Hearing Information

Nature of Motion: Motion for Summary Judgment

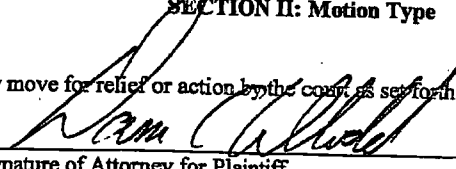
Estimated Time Needed: 1 hr

Court Reporter Needed: Yes

- ☐ Written Motion Attached
☒ Form Motion:

SECTION II: Motion Type

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


Signature of Attorney for Plaintiff

October 31, 2012
Date Submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$25.00**

☐ **EXEMPT:** (check reason)

- ☐ State Agency v. Indigent Party
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication
☐ Motion for Execution
☐ Other

JUDGE'S SECTION

- ☐ Motion fee to be paid upon filing of the attached Order.
☐ Other:

JUDGE
CODE:

Date:

CLERK'S VERIFICATION

Collected by: _____
(Print Name)

DATE FILED:

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

SCCA/233 (11-2003)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.,

vs.

Plaintiff,

Brodie M. Trickey aka Brodie McCary Trickey
and Barberry Woods Property Owners
Association,

Defendant(s).

(File No. 4008. 72610)

IN THE COURT OF COMMON PLEAS

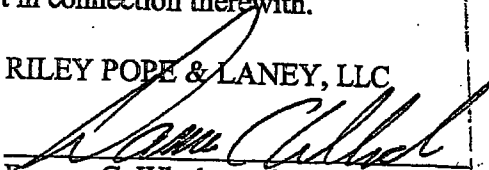
C/A NO.: 2010-CP-21-3408

NOTICE OF MOTION
AND
PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff will appear before the presiding judge for Charleston County, ten (10) days after service hereof at 10:00 a.m., or at such other time and place as the Court may direct, and move for an order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting to the Plaintiff Summary Judgment on the grounds that there is no genuine issue as to any material fact and the Plaintiff is entitled an Order for Foreclosure and Sale as a matter of law.

Said motion shall be based upon the statute and case law of the State of South Carolina, upon the pleadings and other evidence developed in discovery and upon the affidavits attached hereto and other material properly received by the Court in connection therewith.

RILEY POPE & LANEY, LLC


Damon C. Wlodarczyk, SC Bar 70460

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

BY
JULIE J. ARMSTRONG
CLERK OF COURT
2012 NOV - 1 PM 3:38

October 31, 2012

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary Trickey
and Barberry Woods Property Owners
Association,

Defendant(s).

(File No. 4008.72610)

STATE OF MISSOURI)

COUNTY OF ST. CHARLES)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10-5775

AFFIDAVIT

2012 NOV -1 PM 3:38
JULIE J. ANASTIKHO
CLERK OF COURT
BY

PERSONALLY appeared before me Cassie A. Nixon, who being duly sworn, says:

1. That she is a Business Operations Analyst for CitiMortgage, Inc., the Plaintiff in this action.
2. That as a Business Operations Analyst, she is familiar with the policies and procedures regarding records kept in the ordinary course of Plaintiff's regularly conducted business activities regarding the creation and servicing of mortgage notes and mortgages.
3. That she has reviewed the documents relating to the loan history that is the subject of this foreclosure action.
4. The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. The borrower was reviewed for a HAMP and Supplemental Modification but was declined in May 2010.
5. That pursuant to Supreme Court Administrative Order 2011-05-02-01, the mortgagor has been served with the required notice of rights to participate in foreclosure intervention.

6. That on June 22, 2011, the mortgagor, through his attorney, filed and served a Notice electing to be considered for foreclosure intervention.

7. That on June 27, 2011, Plaintiff, through its attorney, mailed a Workable Solutions Application and request for documentation to mortgagor's attorney. A copy of said document is attached hereto as Exhibit A and is incorporated by reference.

8. That on July 27, 2011, mortgagor's attorney returned the completed application and some, but not all, of the requested documentation. A copy of said application and documents are attached hereto as Exhibit B and are incorporated by reference.

9. That on August 1, 2011, Plaintiff's attorney mailed to mortgagor's attorney a second letter requesting the documents not provided. A copy of said letter is attached hereto as Exhibit C and is incorporated by reference.

10. That on August 25, 2011, Plaintiff's attorney filed with the court a Certification of Mortgagor Non-Compliance, which provided that despite repeated warnings, mortgagor had not produced the requested documents; therefore, mortgagor failed, refused or voluntarily elected not to participate in any foreclosure intervention process. A copy of said certification is attached hereto as Exhibit D and is incorporated by reference.

11. That on August 31, 2011, mortgagor's attorney mailed a letter to Plaintiff's attorney again returning some, but not all, of the requested documents. Mortgagor's attorney further objected to providing a copies of the mortgagor's W-2 or 1099 statements. A copy of said letter and documents are attached as Exhibit E and are incorporated by reference.

12. That on September 2, 2011, Plaintiff's attorney mailed to mortgagor's attorney a third letter requesting that the documents be provided in order to process the foreclosure intervention request. A copy of said letter is attached as Exhibit F and is incorporated by reference.

13. On February 15, 2012, Plaintiff's attorney faxed a letter to mortgagor's attorney, which provided that mortgagor had not provided the requested W-2 or 1099 statements. A copy of the fax is attached hereto as Exhibit G and is incorporated by reference.

14. To date, Plaintiff has not received all the requested documentation from mortgagor.

15. CitiMortgage, Inc., is the holder of or otherwise entitled to enforce the Note which is dated September 26, 2007, between Brodie McCary Trickey and CitiMortgage, Inc., in the principal sum of Two Hundred Fifty-Five Thousand, Five Hundred Seventy-Five and 00/100 (\$255,575.00) Dollars, payable in monthly installments of principal and interest of \$2,065.35 beginning November 1, 2007, a copy of which is attached hereto as Exhibit H and is incorporated by reference.

16. CitiMortgage, Inc. is the holder of or otherwise entitled to enforce the Mortgage between Brodie M. Trickey aka Brodie McCary Trickey and Mortgage Electronic Registrations Systems, Inc (MERS) as nominee for CitiMortgage, Inc. covering the following described property:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Charleston, Johns Island, County of Charleston, State of South Carolina, shown and designated as Lot 9 on a plat entitled "Final Plat of Barberry Woods Subdivision, located in the City of Charleston, Johns Island, Charleston County, SC" prepared by Anderson & Associates under Seal of Forsman J. Anderson, RLS No. 12230, dated June 23, 2003 and recorded July 21, 2003, in Plat Book EG at Page 494, in the RMC Office for Charleston County, South Carolina; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

Being the same property conveyed to Brodie M. Trickey by Deed of Meridian Builders, Inc. dated March 23, 2004 and recorded in Book M488 at Page 79 in the Charleston County RMC Office.

TMS No. 312-00-00-262

Property Address: 1759 Hickory Knoll, Johns Island, SC 29455

17 The Mortgage was signed, witnessed and notarized and indicates it was recorded in the public records of Charleston County on October 2, 2007, in Book G-640 at Page 829. A copy of the Plaintiff's Mortgage is attached hereto as Exhibit I and is incorporated by reference.

18. Thereafter, by assignment recorded in the said ROD Office on July 19, 2010 in Book 0133 at page 817, the said Mortgage Electronic Registrations Systems, Inc. (MERS) as nominee for

CitiMortgage, Inc. assigned said mortgage to CitiMortgage, Inc. A copy of said Assignment of Mortgage is attached hereto as Exhibit J and is incorporated by reference.

19. CitiMortgage, by and through its attorneys, sent the borrower a Notice of Right to Cure (Breach Letter) on May 5, 2010. A copy of the Notice of Right to Cure letter is attached hereto as Exhibit K and is incorporated by reference.

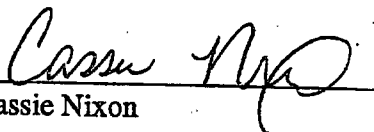
20. The installments of principal and interest which became due on March 1, 2010, have not been paid although demand for the payment has been made and CitiMortgage, Inc., as the holder of the Note and Mortgage, has declared the entire balance of said principal and interest due and payable at once, and there is now due and owing and unpaid upon the said Note and Mortgage the sum of Two Hundred Sixty Thousand Five Hundred Six and 65/100 (\$260,506.65) Dollars as of March 1, 2010, together with interest thereon at the rate of 9.475% per annum from February 1, 2010.

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

(a) Principal amount due as March 1, 2010:	\$260,506.65
(b) Interest to September 22, 2012	\$71,105.20
(c) Advances	
Late Charges	\$1,652.16
Property Inspections, BPOs, Appraisals	\$403.50
Servicing Fees	\$20.00
Tax Advance	\$5,034.14
Total debt secured by Note and Mortgage, including interest to date shown	\$338,721.65

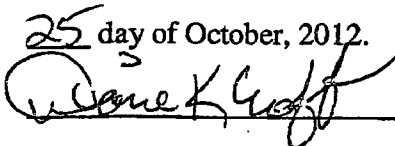
22. The total debt secured by the Note and Mortgage as set forth in paragraph 21, will continue to accrue a *per diem* charge of \$65.99 for interest.

Affiant further sayeth not.


Cassie Nixon

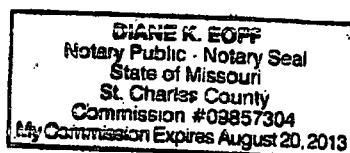
SWORN to before me this

25 day of October, 2012.

 (L.S.)

Notary Public for MISSOURI

My Commission expires: AUG 20 2013



RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE
(803) 799-9993

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

FACSIMILE
(803) 239-1414

June 27, 2011

NOTICE OF "RIGHT" TO FORECLOSURE INTERVENTION
South Carolina Administrative Order date 5/2/11

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

Re: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Ms. Arnold:

I have received your letter dated June 22, 2011, regarding your client's election to be considered for any available loss mitigation options. Obviously, several of the options require that your client give up possession of the subject property, e.g., deed in lieu or short sale. If your client is interested in those options, please advise me immediately.

With regard to the options which would allow your client to remain in possession, attached please find CitiMortgage's Workable Solutions Application. As this case is currently pending, time is of the essence. Please return to me the completed application as well as all requested documentation below. CitiMortgage, Inc., cannot consider your clients' application unless ALL of the requested documentation is submitted. If you client cannot produce any part of the requested documentation, we will need a detailed statement as to why the document cannot be produced. In addition, the requested documents may not be inclusive and additional documentation may be requested to process the request.

FAILURE TO PRODUCE THE REQUESTED DOCUMENTS AND COMPLETED APPLICATION WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS LETTER CAN BE CONSIDERED A FAILURE, REFUSAL, OR VOLUNTARY ELECTION TO PARTICIPATE IN THE LOSS MITIGATION PROCESS.

- Last 60 days paystubs (Handwritten pay stubs require a Verification of Employment)
- Self-employed borrowers must submit a year-to-date Profit and Loss Statement
- Social Security Benefit Award, Retirement Benefits (if applicable)
- Proof of child support or spousal support income (if applicable)
- Unemployment Benefit Award Letter (if applicable)

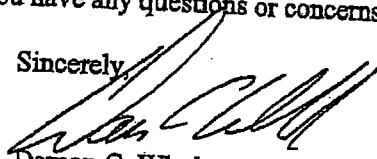
REQUIRED DOCUMENTATION CONTINUED ON NEXT PAGE



- Current Workable Solutions Application (attached)
- Last 60 days Bank Statements (all pages of each statement **MUST** be included)
- Current Rental Agreement and proof of rental income through 2 Rental Checks or 2 monthly Bank Statements, reflecting the Rent Deposit (if applicable)
- Current Utility Bill
- Hardship Affidavit (attached)
- Current 4506T (attached)
- Dodd-Frank Certification (attached)
- Current Insurance Declaration Page
- Current Property Tax Bill
- 2009 and 2010 (if filed; IF NOT FILED, please produce 2008 and 2009) complete, signed Tax Returns with all schedules

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,


Damon C. Wlodarczyk

DCW/
Enclosures

MARY LEIGH ARNOLD, P.A.
ATTORNEY AND COUNSELOR AT LAW

749 Johnnie Dodds Blvd. • Suite B • Mt. Pleasant, SC 29464
Telephone: 843.971.6053 • Facsimile: 843.971.6055
Sammie@maryarnoldlaw.com
maryarnoldlaw.com

July 27, 2011

Damon Wlodarczyk, Esquire
Riley Pope & Lany, LLC
Attorneys and Counselors at Law
2838 Devine Street
P.O. Box 11412 (29211)
Columbia, SC 29205

RE: CITIMORTGAGE, INC. vs. BRODIE M. TRICKEY, et al
Case No.: 2010-CP-10-5775

Dear Mr. Wlodarczyk:

Enclosed please find the requested information with regard to Foreclosure Intervention relating to the above referenced matter.

Should you have any questions, please do not hesitate to contact my office.

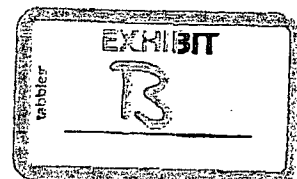
With kind regards,


MARY LEIGH ARNOLD, PA

Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd., Suite B
Mt. Pleasant, SC 29464

/jb
Enclosure
Cc: Brodie M. Trickey, et al

00 101



CITI MORTGAGE WORKABLE SOLUTIONS APPLICATION

Citi

CITI LOAN NUMBER

What are your intentions regarding this property? ☐ Sell ☐ Rent ☒ Keep

PART A Borrower Information

Borrower Name <u>Bonnie Trickey</u>		Social Security Number		Co-Borrower Name		Social Security Number	
Borrower Phone No.				Co-Borrower Phone No.			
Day <u>242</u>				Day			
Evening <u>One</u>				Evening			
Cell <u>One</u>				Cell			
Property Address:				Mailing Address (if applicable):			
Street <u>1759 Hickory Hall Way</u>				Street			
City <u>Johns Creek GA 29456</u>				City			
State <u>SC</u> Zip <u>29456</u>				State Zip			
Email Address <u>BonnieTrickey@broad-loom</u>				Email Address			
Employer (Current)		Position		Employer (Current)		Position	
<u>The Felling Group</u>		<u>Project Manager</u>					
Years on Job <u>5</u>		Employer Phone <u>843-296-7438</u>		Years on Job		Employer Phone	
If you have been employed by your current employer for less than 5 years, enter your previous employer information below.							
Employer (Previous)		Position		Employer (Previous)		Position	
Years on Job		Employer Phone		Years on Job		Employer Phone	

PART B Property Information

Is this property for SALE? ☐ Yes ☒ No		Is this property for RENT? ☐ Yes ☐ No		
List Date	Price	Monthly Rent	Monthly Last Paid	Date Lease Expires
Realtor Name				
Realtor Phone				

PART C Monthly Income

DESCRIPTION (MONTHLY)	
Net Salary/Wages	<u>3200</u>
Other Income	
Other Additional Income (i.e., SSI, Rental, Second Job, Child Support)	
Total Net Income	<u>3200</u>

CITIMORTGAGE WORKABLE SOLUTIONS APPLICATION

PART D Monthly Expenses

DESCRIPTION (MONTHLY)	Monthly Payment	Balance Due	Months in Arrears
1. Primary Home Mortgage	\$ 2,800	\$	
2. Taxes on Primary Home (if not included in #1)	\$	\$	
3. Insurance on Primary Home (if not included in #1)	\$	\$	
4. Rent Payment (if owner not occupying subject property)	\$	\$	
5. Maintenance/Homeowners Association Fees	\$ 30	\$	
6. Other Mortgages	\$	\$	
7. Automobile Loans	\$	\$	
8. Other Loans	\$ 150	\$	
9. Credit Cards (minimum payment)	\$ 350	\$	
10. Alimony/Child Support	\$	\$	
11. Child/Dependent Care	\$	\$	
12. Utilities (water, electricity, gas, cable, etc.)	\$	\$	
13. Telephone (landline and cell phone)	\$ 100	\$	
14. Insurance (automobile, health, life)	\$ 240	\$	
15. Medical Expenses (uninsured)	\$	\$	
16. Car Expenses (gas, maintenance, parking)	\$	\$	
17. Groceries and Toiletries	\$ 150	\$	
18. Other Monthly Expense (explain)	\$	\$	
19. Other Monthly Expense (explain)	\$	\$	
20. Other Monthly Expense (explain)	\$	\$	
Total	\$ 3,790	\$ 0	

PART E General Questions

1. Do you occupy this property as a Primary Residence? ☒ Yes ☐ No
If Yes, how long have you lived at this residence? Years: 6 Months: 2
2. How many live people in the household? 2
3. Do you have any dependents under the age of 18? ☐ Yes ☒ No If Yes, how many?
4. Do you have any other debts or obligations secured by this property (i.e. second mortgage, home equity loan, judgments or liens)?
☐ Yes ☒ No If Yes, please itemize these debts or obligations below:

Debt/Obligation	Amount
	\$
	\$
	\$

5. Do you own any other properties? ☐ Yes ☒ No How many? If yes, please complete the following item:

Monthly Payment	Rental Income	Principal Balance	Is this property insured by a company?
			☐ Yes ☒ No
			☐ Yes ☒ No
			☐ Yes ☒ No

6. What is the amount of funds you immediately have available to apply toward your mortgage delinquency? \$ 0
7. In addition to the amount stated above, what amount will you have available in 30 days? \$ 0

CITIMORTGAGE WORKABLE SOLUTIONS APPLICATION

citi

PART E General Questions (cont'd)

Briefly explain the reason why you are behind on your mortgage payment(s) or are in imminent danger of default (if needed, attach a separate sheet of paper for explanation):

I refinanced my home at a high interest rate in order to pay off bad debt. I intended to refinance again after my credit score increased due to the pay off of my revolving debt. During that time I was offered an application for a loan modification by citi mortgage. I made the necessary trial payments but was eventually declined for unclear reasons. After being declined, I was informed that I owed citi mortgage, approximately ten thousand dollars which had to be paid in order to bring my account current. This was not a viable option at the time and therefore my account remains delinquent.

What is your proposal for repaying the arrearage?



Dodd-Frank Certification

LM-294-A 15244-Dodd-Frank
co#13587 STRAT1

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to receive assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery (B) money laundering; or (C) tax evasion.

- | | |
|---|---|
| <p>☒ Borrower</p> <p>I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:</p> <ul style="list-style-type: none"> (a) felony larceny, theft, fraud or forgery, (b) money laundering or (c) tax evasion | <p>☐ Co-Borrower</p> <p>I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:</p> <ul style="list-style-type: none"> (a) felony larceny, theft, fraud or forgery, (b) money laundering or (c) tax evasion |
|---|---|

In making this certification, I/we certify under penalty of perjury that all of the information in this document is truthful and that I/we understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

Beth T. Kelly
Borrower Signature

7/1/11
Date

Co-Borrower Signature

Date

Form **4506T-EZ**
(October 2008)

Department of the Treasury
Internal Revenue Service

Short Form Request for Individual Tax Return Transcript

OMB No. 1545-0047

Request may not be processed if the form is incomplete or illegible.

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

1a Name shown on tax return. If a joint return, enter the name shown first.

Bonnie Taylor

1b First social security number on tax return

2a If a joint return, enter spouse's name shown on tax return.

2b Second social security number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code

Bonnie Taylor 1759 Hickory Knoll Way Johns Island GA 31405

4 Previous address shown on the last return filed if different from line 3

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name

Telephone number

Address (including apt., room, or suite no.), city, state, and ZIP code

6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

2008

2009

Caution: If the transcript is being mailed to a third party, ensure that you have filled in line 5 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

Note: If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.

Note: This form must be received within 60 days of signature date.

Sign
Here

Signature (see instructions)

Date

Telephone number of
taxpayer on line 1a or 2a

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act-Notice, see page 2.

OMB No. 1545-0047

Form **4506T-EZ** 10-2008

Purpose of form. Individuals can use Form 4506T-EZ to request a tax return transcript that includes most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate a third party (such as a mortgage company) to receive a transcript on line 5. Form 4506T-EZ cannot be used by taxpayers who file Form 1040 based on a fiscal tax year (that is, a tax year beginning in one calendar year and ending in the following year). Taxpayers using a fiscal tax year must file Form 4506-T, Request for Transcript of Tax Return, to request a return transcript.

Use Form 4506-T to request the following.

- A transcript of a business return (including estate and trust returns).
- An account transcript (contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed).
- A record of account, which is a combination of line item information and later adjustments to the account.
- A verification of nonfiling, which is proof from the IRS that you did not file a return for the year.
- A Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.

Form 4506-T can also be used for requesting tax return transcripts.

Automated transcript request. You can call 1-800-829-1040 to order a tax return transcript through the automated self-help system. You cannot have a transcript sent to a third party through the automated system.

Where to file. Mail or fax Form 4506T-EZ to the address below for the state you lived in when that return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different RAJVS teams, send your request to the team based on the address of your most recent return.

Where to mail . . .

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAJVS Team P.O. Box 47-421 Stop 81 Doraville, GA 30352 770-455-2333
Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAJVS Team Stop 6716 AISC Austin, TX 73301 512-460-2271
Alaska, Arizona, California, Colorado, District of Columbia, Hawaii, Idaho, Iowa, Kansas, Maine, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Vermont, Washington, Wisconsin, Wyoming	RAJVS Team Stop 37105 Fresno, CA 93788 559-456-5871
Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia	RAJVS Team Stop 6705-B41 Kansas City, MO 64968 816-292-6102

Signature and date. Form 4506T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506T-EZ within 80 days of the date signed by the taxpayer or it will be rejected.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 3109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 3103.

The time needed to complete and file Form 4506T-EZ will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 9 min.; Preparing the form, 18 min.; and Copying, assembling and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506T-EZ simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE-W:CAR:MP:T:T:SP, 111 Constitution Ave. NW, IR-652, Washington, DC 20224. Do not send the form to this address. Instead, see Where to file on this page.

CitiMortgage 1st Mortgage Modification Hardship Affidavit

Borrower Name: Bonnie Taylor Date of Birth: 11/15/1955
 Co-Borrower Name: _____ Date of Birth: _____
 Property Street Address: 159 Hickory Knoll Way
 Property City, ST, Zip: Tulsa OK 74155
 Loan Number: _____

In order to qualify for CitiMortgage's ("Servicer") offer to enter into an agreement to modify my loan (the "Agreement"), I/we are submitting this form to the Servicer and indicating by my/our checkmarks ☒ the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan

Borrower Yes ☒ No
 Co-Borrower Yes No

My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details below under "Explanation."

Yes ☒ No Yes No

My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details below under "Explanation."

Yes ☒ No Yes No

My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details below under "Explanation."

Yes ☒ No Yes No

My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details below under "Explanation."

Yes ☒ No Yes No

My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details below under "Explanation."

Yes ☒ No Yes No

There are other reasons I/we cannot make our mortgage payments. I have provided details below under "Explanation."

Borrower/Co-Borrower Acknowledgement and Agreement

1. Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our need to modify the terms of my/our mortgage loan.
2. I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.
3. I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.

CitiMortgage 1st Mortgage Modification Hardship Affidavit

4. I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Hardship Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.
5. I/we certify that my/our property is owner-occupied and I/we have not received a condemnation notice.
6. I/we certify that I/we am/are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt.
7. I/we certify that I/we am/are willing to provide all requested documents and to respond to all Servicer communication in a timely manner. I/we understand that time is of the essence.
8. I/we understand that the Servicer will use this information to evaluate my/our eligibility for a loan modification or other workout, but the Servicer is not obligated to offer me/us assistance based solely on the representations in this affidavit.
9. I/we accept and agree to all terms of the Agreement which is incorporated herein by reference as if set forth in full.
10. I/we agree that when the Servicer accepts and posts a payment it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
11. I/we understand that Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income payment history, government monitoring information, and information about account balance and activity.

Beth L. L. 7/10/11
Borrower Signature Date Co-Borrower Signature Date
E-Mail Address: BM.Taylor@Citi.com E-mail Address: _____
Cell Phone #: _____ Cell Phone #: _____
Home Phone #: _____ Home Phone #: _____
Work Phone #: _____ Work Phone #: _____
Social Security #: _____ Social Security #: _____

Explanation:

I cannot make my current mortgage payment due to the high mortgage rates. I did make the high payment for over a year but had to use credit to support daily activities/necessities.

Sign Out

Accounts	Bill Pay	Transfers	Investments	Customer Service	New e-Bills	Locations	New mail	Help	Enroll	Info
Accounts Overview	Account Details	My Portfolio	Alerts	Open an Account	Enter keyword(s)					

MyAccess Checking -

Account: Select Account

Go



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Hold - This may take

Balance Summary

12

Account Activity

My Statements

Find Transactions

\$386.11 Available Balance as of today

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Account balance history

Go to: Today (Jul 25, 2011)

Newest . Next . Previous . Dismiss

Quick Find

Find

Tip: To help avoid fees

Account Profile & Settings

Show account number

Show routing numbers

Personal schedule of fees

Date *

Description

Type *

Status *

Amount

Available Balance

Amount included in Available Balance

06/01/2011	CHECKCARD 031 KANGAROO EXP #3354 CHARLESTON SC 24122541151740151260019		C	-613.00	\$ 11.36
05/31/2011	PROG DIRECT INS DES:INS PREM ID:11435635 ,BRODI INDI:BRIDIE MCCARY TRICKEY CO ID:9038		C	-667.00	\$ 14.37
05/25/2011	CHECKCARD 031 KANGAROO EXP #3354 CHARLESTON SC 24122541151740151260019		C	-613.91	\$ 11.39
05/25/2011	VERIZON WIRELESS DES:PAYMENTS ID:051961 339800001 INDI:DOE DOE DOE ID:1409339800001 CO ID:1223		C	\$234.00	\$ 13.35
05/25/2011	OVERDRAFT PROTECTION FROM		C	\$100.00	\$ 17.37
05/25/2011	Online Banking transfer from CHK 5330 Conf# 2837688722; PARKER, ELIZABETH		C	\$210.00	\$ 17.37
05/23/2011	000000010831 95 05/23 0000294550 PURCHASE THE CITY MARINA CHARLESTON SC		C	-512.34	\$ 27.37
05/23/2011	86301 CHEESA/BAKE DES:PAYMENT ID:8305407141 INDI:MCLARR TRICKEY CO ID:6310		C	-5166.45	\$ 39.71
05/23/2011	Online Banking transfer from CHK 5330 Conf# 2817429763; PARKER, ELIZABETH		C	\$200.00	\$ 76.20
Statement as of 05/21/2011 (view now)					
05/20/2011	Monthly Maintenance Fee		C	-58.91	\$ 6.20
05/20/2011	CAPITAL ONE MES:PHONE PYMT ID:112939750 102790 INDI:267399-587TRICKEY, BROD CO ID:9541		C	\$176.00	\$ 15.15
05/20/2011	Check 95191 EBI Details		C	\$204.00	\$ 31.15
05/19/2011	SHELL Service 05/19 0000467562 PURCHASE FUEL Service Sta MI UNIT PLEASANT SC		C	-515.11	\$ 95.15
05/19/2011	BKOFAMERICA ATM 05/19 0000004167 DEPOSIT ANNA KNAPP M PLEASANT SC		C	\$400.00	\$ 10.32
05/16/2011	CHECKCARD 031 KANGAROO EXP #884 JOHN ISLAND SC 24122541151740151260019		C	-515.11	\$ 10.32
05/13/2011	000000010831 09 05/13 0000276358 PURCHASE KANGAROO EXP #884 JOHN'S ISLAND SC		C	-58.21	\$ 25.45
05/13/2011	Online Banking transfer from CHK 5330 Conf# 2620396422; PARKER, ELIZABETH		C	\$30.00	\$ 33.74
05/09/2011	CHECKCARD 0306 NORTHERN TOOL EQUIPMENT CHARLESTON SC 24685161127000683902232		C	-55.80	\$ 33.74
05/09/2011	000000010831 09 05/09 0000577711 PURCHASE KANGAROO EXP #884 JOHN'S ISLAND SC		C	-56.00	\$ 9.57

Customer Service

Manage alerts

Stop check payment

Check card settings

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00 111

05/09/2011	SHELL Service 05/09 #000523126 PURCHASE I HELL Service S&M MI UNIT PLEASANT SC			-56.7	15.64
05/09/2011	SHELL Service 05/07 #000095411 PURCHASE I HELL Service S&M MI UNIT PLEASANT SC			-511.01	122.41
05/09/2011	CHECKCARD 0106 SCHLOTZSKY'S 1726 CHARLESTON SC 2423158.127; 00000000051			-214.71	33.41
05/06/2011	00000000083109 05/06 #000225860 PURCHASE KANGAROO EXP #88 JOHN'S ISLAND SC			-58.71	42.17
05/05/2011	BANK OF AMERICA - CREDIT CARD BILL Payment			\$305.01	56.87
05/05/2011	BKOFAMERICA ATM 05/05 #000002521 DEPOSIT NORTHWOODS CHARLESTON SC			\$380.01	51.87
05/03/2011	FOOD LION #149 05/03 #000103303 PURCHASE FOOD LION #149 CHARLESTON SC			-215.81	51.87
05/03/2011	CITI PAYMENT DES: PAYMENT ID: 20042132466 477 INDN: BRODIE MCCARY CO ID: CITI			\$175.01	17.56
05/03/2011	BKOFAMERICA ATM 05/03 #000008577 DEPOSIT ANNA KNAPP MI PLEASANT SC			\$200.01	92.56
05/02/2011	CHECKCARD 0430 PILOT SUMMERVILLE SC 30272041020; 11201030265			-510.01	57.44
05/02/2011	CHECKCARD 0428 SUNOCO 0514780501 CHARLESTON SC 2469216 119100026129573			-510.91	52.59
04/29/2011	SHELL Service 04/29 #000650161 PURCHASE I HELL Service S&M CHARLESTON SC			-516.21	13.49
04/29/2011	BKOFAMERICA ATM 04/29 #000009494 WITHDRAWAL FOLLY ROAD CHARLESTON SC			-540.01	28.78
04/29/2011	BKOFAMERICA ATM 04/28 #000009345 DEPOSIT FOLLY ROAD CHARLESTON SC			\$40.01	68.78
04/29/2011	BKOFAMERICA ATM 04/29 #000009493 DEPOSIT FOLLY ROAD CHARLESTON SC			\$70.01	28.78
04/28/2011	CHECKCARD 0427 KANGAROO EXP #884 JOHN'S ISLAND SC 2412254; 111740117310390			-516.21	41.22
04/28/2011	PRDG DIRECT 045 DESIGNS PREM ID: 11435635, BRODIE INDN: BRODIE MCCARY TRUCKEY CO ID: 9038			-570.41	24.93
04/27/2011	SUNOCO 0614 04/27 #000778121 PURCHASE SUNOCO 0614700101 CHARLESTON SC			-511.71	45.55
04/27/2011	BKOFAMERICA ATM 04/26 #000008160 DEPOSIT FOLLY ROAD CHARLESTON SC			\$290.01	57.31
04/26/2011	VERIZON WIRELESS DES: PAYMENTS ID: 0519561379800001 INDN: 0010001451969139800001 CO ID: 1223			-5200.51	32.69
04/25/2011	SUNOCO 0627 04/24 #000982308 PURCHASE SUNOCO 0627807100 LADSON SC			-520.1	32.15
04/25/2011	CHECKCARD 0422 WILCO 932 00009324 WINN-BORO SC 2416407; 113127049538003			-538.51	12.01
04/25/2011	86301 CHESAPEAKE DES: PAYMENT ID: 8305401141 INDN: MICHAEL TRUCKEY CO ID: 6310			\$166.41	125.49
04/25/2011	Online Banking transfer from CHK 5330 Conf# 0478168459; PARKER, ELIZABETH			\$50.01	92.98
Statement as of 01/22/2011 (View Now)					
04/21/2011	Monthly Maintenance Fee			-58.91	42.98
04/20/2011	FOOD LION #149 04/20 #000947259 PURCHASE FOOD LION #149 CHARLESTON SC			-521.41	51.93
04/20/2011	CHASE DIS: EAT ID: 1105868869 INDN: BRODIE TRUCKEY CO ID: 5730			-540.01	71.56
04/20/2011	BKOFAMERICA ATM 04/20 #000004770 DEPOSIT FOLLY ROAD CHARLESTON SC			\$240.01	13.36
04/19/2011	00000000082150 04/19 #000244521 PURCHASE SCOTCHMAN 165 CHARLESTON SC			-55.61	26.64

00 112

04/19/2011 CHECKCARD 0116 MARIOTT RIVERVIEW F&B - HARLESTON
SC 24610431178072004753567

04/19/2011 CHECKCARD 0116 MARIOTT RIVERVIEW F&B - HARLESTON
SC 24610431178072004752449

[-28.01 - 20.98

[-36.00 18.02

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Account: Select Account



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\$385.11 Available Balance as of today

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 Show routing number
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Date	Description	Type	Status	Amount	Available Balance
Amount included in available balance					
Processing	ACH HOLD ONE SAPEAKE PAYMENT ON 07/25		P	\$165.45	\$318.11
Processing	TRANSFER FROM ACCT #28059 ON 07/25 VIA WEB		P	\$250.00	\$26.60
Processing	TELLER TRANSACTION CREDIT ON 07/25		P	\$300.00	\$12.60

Statement as of 07/22/2011 (view now)

07/21/2011	Monthly Maintenance Fee		C	\$12.00	\$12.60
07/18/2011	Online Banking transfer to CHK 8059 Conf# 5393046593; TRUCKEY, RUSSELL		C	\$20.00	\$14.60
07/18/2011	Online Banking transfer to CHK 8059 Conf# 1652960272; TRUCKEY, RUSSELL		C	\$400.00	\$14.60
07/15/2011	Counter Credit		C	\$550.00	\$514.60
07/11/2011	CAPITAL ONE (ES:PHONE PRMT ID:119039860147422 INDN:2671997487TRUCKEY BRD CO ID:9541		C	\$100.00	\$414.60
07/11/2011	Online Banking transfer from CHK 5330 Conf# 3832169825; PARKER, ELIZABETH		C	\$100.00	\$314.60
07/05/2011	Online Banking transfer to CHK 8059 Conf# 1890874939; TRUCKEY, RUSSELL		C	\$100.00	\$214.60
07/05/2011	Deposit		C	\$200.00	\$14.60
06/29/2011	OVERDRAFT FEE FOR ACTIVITY OF 06-28 ELECTRONIC TRANSACTION		C	\$35.00	\$15.40
06/28/2011	PROG DIRECT (AS DES:INS PREM ID:11425539 BRDID INDN:BRIDIE MCCARTY TRUCKEY CO ID:9038		C	\$67.00	\$14.40
06/24/2011	VERIZON WIRELESS DES:PAYMENTS ID:051959139800001 INDN:0001000154959339800001 CO ID:1223		C	\$207.60	\$8.80
06/24/2011	Deposit		C	\$220.00	\$24.20
06/23/2011	06201 CHISARAKE DES:PAYMENT ID:830540743 INDN:MCLARRY TRUCKEY CO ID:6210		C	\$166.49	\$4.20
06/23/2011	Deposit		C	\$100.00	\$10.69

Statement as of 06/22/2011 (view now)

06/22/2011	Monthly Maintenance Fee		C	\$8.95	\$0.69
06/22/2011	Counter Credit		C	\$200.00	\$9.64

00 114

06/02/2011	BKOFAMERICA.ATM 06/02 #D00008723 DEPOSIT BOMICKET ROAD JOHNS ISLAND SC			1,700.00	\$7,137
06/01/2011	CHECKCARD 053D SUBWAY 00111005 JOHNS ISLAND SC 24164071 (512) 5115018-16			-18.99	1.37

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BRODIE M TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455-83024 588
C-3 P-6

WE NEED YOUR HELP! We are experiencing a large number of break-ins and copper wire thefts at our warehouses and electrical substations. We are taking more measures to deter and/or catch these individuals. As part of this effort, we are offering a \$1000 reward to anyone who provides information leading directly to an arrest and conviction. If you have any such information, please call your local law enforcement agency. If you witness a break-in or theft in progress, please call 911 immediately. Thank You!

IMPORTANT NOTICE:
YOUR SERVICE WILL BE SUBJECT TO
DISCONNECTION WITHOUT FURTHER NOTICE IF
PREVIOUS BALANCE IS NOT PAID PRIOR TO
07/05/2011

THIS IS THE ONLY NOTICE YOU WILL RECEIVE.
NO METER RECONNECTIONS AFTER 9:00 P.M.



8115669001		48471050		05/24/2011 to 06/22/2011		29		10		20 / 101	
1759 HICKORY KNOLL House		ELECTRIC		92256912		3184		5520		1 2336	
Previous Balance		436.00		BALANCE PRIOR TO THIS BILLING						07.00	
Payment(s)		-229.00		LATE CHARGE						3.11	
Adjustments		0.00		ENERGY CHARGE						58.12	
Past Due Balance		207.00		FRANCHISE TAX CREDIT 5.00%						12.91	
PREVIOUS BALANCE IS UNPAID, SERVICE IS SUBJECT TO DISCONNECTION 07/05/2011				ROUNDUP AMT						0.86	
				CURRENT MONTHS BILL						75.00	
YOUR ENERGY USE - Electric (kWh) - usage last 12 months				JUNE WHOLESALE POWER COST ADJ. = (\$0.020) CREDIT PER KWH							
COMPARISONS		Days Service		Total KWH		Avg. kWh/Day					
Current Billing Period		29		2336		80					
Previous Billing Period		29		1694		58					
Same Period Last Year		33		7289		69					
						07/13/2011				\$ 482.00	

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

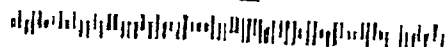
BRODIE M TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455-8302Bill Date
06/28/2011Cycle / Route
20 / 401

\$ 207.00	06/11/2011	
\$ 275.00	07/13/2011	\$ 182.00

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00 117

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. The Fielding Group, LLC 2235 Shoreline Drive Johns Island, SC 29455 843-296-7438		1 Rents \$	OMB No. 1545-0115 2010 Form 1099-MISC	Miscellaneous Income Copy B For Recipient
PAYER'S federal identification number 1970		2 Royalties \$	4 Federal income tax withheld \$	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Brodie M. Trickey 1759 Hickory Knoll Way Johns Island SC 29455 Account number (see instructions)		3 Other income \$	6 Medical and health care payments \$	
RECIPIENT'S identification number		5 Fishing boat proceeds \$	8 Substantive payments in lieu of dividends or interest \$	
15a Section 408A deferrals \$		15b Section 408A income \$		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 may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
16 Section 408A deferrals \$		16 Section 408A income \$		
17 State/Payer's state no. \$		18 State income \$		
19 State/Payer's state no. \$		20 State income \$		

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. The Fielding Group, LLC 2235 Shoreline Drive Johns Island, SC 29455 843-296-7438		1 Rents \$	OMB No. 1545-0115 2010 Form 1099-MISC	Miscellaneous Income Copy C For Payer or State Copy
PAYER'S federal identification number 1970		2 Royalties \$	4 Federal income tax withheld \$	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Brodie M. Trickey 1759 Hickory Knoll Way Johns Island SC 29455 Account number (see instructions)		3 Other income \$	6 Medical and health care payments \$	
RECIPIENT'S identification number		5 Fishing boat proceeds \$	8 Substantive payments in lieu of dividends or interest \$	
15a Section 408A deferrals \$		15b Section 408A income \$		For Privacy Act and Paperwork Reduction Act Notice, see the 2010 General Instructions for Certain Information Returns.
16 Section 408A deferrals \$		16 Section 408A income \$		
17 State/Payer's state no. \$		18 State income \$		
19 State/Payer's state no. \$		20 State income \$		

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

00 118

CHARLESTON COUNTY

Online Tax System

- MAIN MENU
- CONTACTS
- EXIT

- Billing Information -		- Property Information -	
Account 312-00-	Appraised 181,100	Legal Description:	1759 HICKORY KNOLL - LOT 9
(PID): 00-282	(FMV):	Subdivision:	BARBERRY WOODS
Tax Year: 2010	Assessment: 10870	Deed:	03-26-2004 M488-078
Prior Year: NA	Mills: x 0.2601	Plat:	EG-494
Status: Current		Land Use:	RESIDENTIAL
(Paid)		General Use:	SFR
Receipt: 2010-	Base Tax: 2827.28	Parcel:	10R
155821			
Previous Receipt: NA	Penalties: + 0.00	Buildings	Appraisal 181,100
Next Receipt: NA	Interest: + 0.00	Others (6%):	Assessment 111,870
Billed: 09-30-2010	Credits: - 282.16		Totals: 181,100 111,870
Paid Date: 12-16-2010	User Fee: + 99.00	Acresage	Appraisal
Actual Date: 12-17-2010	SW Fee: + 0.00	High: 0.23	Land: 43,100
		Marsh: 0.00	Improvements: 0
		Swamp: 0.00	Buildings: 138,000
		Total: 0.23	Total: 181,100
Mortgage Co: CITIMORTGAGE INC	Net Tax: 2644.12		
MLOD Factor: No	Amount Paid: -2644.12		
	Nulla Bona Amount: - 0.00		
	Refund Amount: - 0.00		
	Transfer Amount: - 0.00		
	CURR Due: 0.00		

- Owner Information -
 Current Owner: TRICKEY BRODIE M Tax Address: 1759 HICKORY KNOLL
 Current Co-Owner: NA
 Tax District: 52 Mail Address: 1759 HICKORY KNL
 Jurisdiction: 01 City State Zip: JOHNS ISLAND SC 29455



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RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE
(803) 799-9993

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

FACSIMILE
(803) 239-1414

August 1, 2011

NOTICE OF "RIGHT" TO FORECLOSURE INTERVENTION
South Carolina Administrative Order date 5/2/11

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

Rc: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

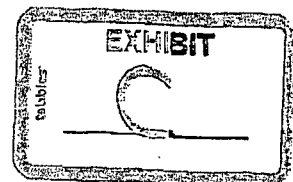
Dear Ms. Arnold:

I am receipt of your letter dated June 27, 2011, and documents provided in regard to your client's request for foreclosure intervention. It appears my warning letter and your letter passed in the mail. In reviewing the documents, I noted the following items were provided:

1. Workable Solutions Application
2. Frank-Dodd Certification
3. 4506T-EZ
4. Hardship Affidavit
5. Checking Account Statement from 04/19/11 – 07/21/2011
6. Utility Bill from Berkeley County Co-operative
7. 2010 Form 1099-MISC
8. Property Tax Information

However, as set forth in my letter dated June 27, 2011, the following documents which were not provided are required in order to process the foreclosure intervention request:

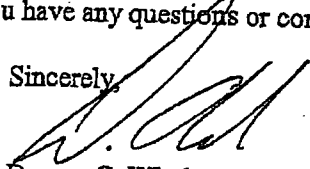
1. Last 60 days paystubs (Handwritten pay stubs require a Verification of Employment)
2. Self-employed borrowers must submit a year-to-date Profit and Loss Statement
3. Current Insurance Declaration Page
4. 2009 and 2010 (if filed; IF NOT FILED, please produce 2008 and 2009 as well as any documentation regarding an extension to file 2010) complete, signed Tax Returns with all schedules.



This letter serves as a final warning that if your client fails to produce to me the requested documents within ten (10) days, we will have no other option but to certify to the court that the borrower has failed, refused or voluntarily elected not to participate in foreclosures intervention.

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,



Damon C. Wlodarczyk

DCW/

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary
Trickey and Barberry Woods Property
Owners Association,

Defendant(s).

(File No. 4008.72610)

IN THE COURT OF COMMON PLEAS

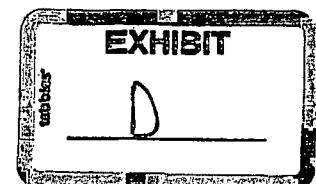
C/A NO.: 2010-CP-10-5775

**CERTIFICATION OF MORTGAGOR
NON-COMPLIANCE**

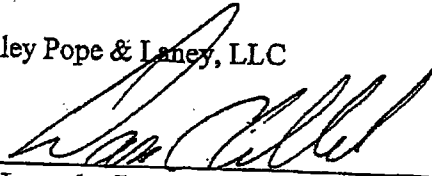
(Administrative Order 2011-05-02-01)

The undersigned Plaintiff's attorney does hereby certify as follows:

- 1) That this is an action for the foreclosure of owner occupied real property.
- 2) That pursuant to Supreme Court Administrative Order 2011-05-02-01:
 - a) The Mortgagor has been served with the required notice of rights;
 - b) That the Mortgagor, through his attorney, filed and served a Notice electing to be considered for foreclosure intervention dated June 22, 2010.
 - c) That a Workable Solutions Application and request for documentation was mailed to the Mortgagor's attorney on June 27, 2011. A copy of said document is attached hereto as Exhibit A.
 - d) That the Mortgagor's attorney returned the completed application and some of the requested documentation on or about July 25, 2011.
 - e) That the undersigned sent to the Mortgagor's attorney a second letter dated August 1, 2011 requesting the documents not provided. A copy of the letter is attached hereto as Exhibit B.
 - f) Despite repeated warnings, the Mortgagor has not produced the requested documents, several of which are required to verify income pursuant to federal and company requirements and, therefore, the Mortgagor has failed, refused, or voluntarily elected has not to participate in any foreclosure intervention process.



Riley Pope & Laney, LLC



T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

Attorneys for Plaintiff

August 24, 2011

9-2-11

MARY LEIGH ARNOLD, P.A.
ATTORNEY AND COUNSELOR AT LAW

749 Johnnie Dodds Blvd. • Suite B • Mt. Pleasant, SC 29464
Telephone: 843.971.6053 • Facsimile: 843.971.6055
Sammie@maryarnoldlaw.com
maryarnoldlaw.com

August 31, 2011

Damon Wlodarczyk
Riley Pope & Laney, LLC
Attorneys and Counselors at Law
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, SC 29205

RE: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and
Barberry Woods Property Owners Association
Case No.: 2010-CP-10-5775

Dear Mr. Wlodarczyk:

I am in receipt of your letter dated August 1, 2011 pertaining to your request for additional documents needed in order to proceed with the processing of the foreclosure intervention package. A copy of said letter shall be attached.

Please see the enclosed additional documents requested as well as supplementary documents regarding Mr. Trickey's wages. Item 1 is not included as requested because Mr. Trickey does not receive paystubs. Item 4 shall be absent as pursuant to Section 609.03.05 of the Fannie Mae Single Family 2011 Servicing Guide applicants for evaluation of HAMP eligibility are not required to provide signed tax returns. The relevant paragraph states as follows:

All borrowers may elect to provide signed federal income tax returns but are not required to do so. Every borrower must provide a signed and completed IRS Form 4506-T (Request for Transcript of Tax Returns) or IRS Form 4506T-EZ (Short Form Request for Individual Tax Return Transcript) that will allow the servicer (directly or through an authorized designee) to obtain the borrower's most recent federal income tax transcript from the Internal Revenue Service.

Fannie Mae Single Family 2011 Servicing Guide, Section 609.03.05. Therefore, the previously completed and returned Form 4506T-EZ is an adequate substitute.

Very Truly Yours,

MARY LEIGH ARNOLD P.A.

/jb
Enclosures



HOMEOWNER POLICY DECLARATION

0/12/2010 09:41 AM

Endorsement 2

Effective Date 9/25/2010



SCOTTSDALE INSURANCE COMPANY®

Policy Number

HOS0406367

Home Office
One Nationwide Plaza, Columbus, Ohio 43215
Administrative Office
8877 North Ganey Center Drive, Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

Named Insured and Mailing Address:

BRODEY TRICKEY
1759 HICKORY KNOLL
JOHNS ISLAND, SC 29455

General Agent: Johnson & Johnson Managers Inc

Producer: INSURANCE SOLUTIONS
210 COLEMAN BLVD, SUITE T
MT PLEASANT, SC 29464

Agent Number.: 806041

Program No.:

Policy Period: From: 9/25/2010

To: 9/25/2011

Term: 365 days

12:01 A.M. Standard Time at the Described Location.

This insurance applies to the Residence Premises, Coverage for which a Limit of Liability or Premium is shown and Perils Insured Against for which a Premium is stated.

The Residence Premises: #1 of 1: 1759 HICKORY KNOLL, JOHNS ISLAND, SC 29455

Property Coverages:

Limits of Liability

Premiums

A - Dwelling	\$ 195,000	\$ 1,646
B - Other Structures	\$ 19,500	Included
C - Personal Property	\$ 97,500	Included
D - Loss of Use	\$ 19,500	Included

Liability Coverages:

Limits of Liability

Premiums

E - Personal Liability	\$ 500,000	\$ 75
F - Medical Payments to Others	\$ 5,000	\$ 60

Location Total Premium:

\$ 1,781 00

Deductibles: Wind/Hail 2%

Property Deductible(s) \$ 2,500

Form(s) and endorsement(s) made a part of this location

See Schedule of Forms and Endorsements - Form UTS-SP-2a

Mortgagee(s), Additional Insured(s) and made a part of this policy for this location

See Schedule of Mortgagee(s), Additional Insured(s) and Lienholder(s) - Form UTS-264

Rating Information: Year of Construction 2004 Territory A

Protection Class 1 Construction Frame No of Families 1

Occupancy Owner

Policy Totals

Total Premium \$ 1,781 00

Billed to: Mortgagee

This company has been approved by the
director or his designee of the South Carolina
Department of Insurance to write business in
this state as an eligible surplus lines insurer,
but it is not afforded guaranty fund protection

Policy Fee (\$75 00) Fully Earned

Surplus Lines Tax (\$74 24) Fully Earned

Municipal Tax (\$37 12) Fully Earned

No Flat Cancellations

NO CHANGE IN PREMIUM

Minimum Earned Premium \$ 445 00

THIS DECLARATIONS PAGE, WITH POLICY JACKET, HOMEOWNERS POLICY FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO
FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED HOMEOWNERS POLICY

SCW/SCW
HOS-D-2 (8-01)

10/8/2010

INSURED COPY

00 125

0/12/2010 09:41 AM



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No 6367 Effective Date 9/25/2010
Named Insured BRODEY TRICKEY Agent No 39001
12 01 A M , Standard Time

HOMEOWNERS FORMS

FS-18	(11/86)
UTS-326S	(7/06)
HOS-16G	(1/98)
UTS-15s	(4/02)
UTS-208	(11/98)
UTS-9g	(5/96)
HO0317	(9/01)
HOS-41s	(8/01)
HOS-D-2	(8/01)
NOTS0133CW	(10/01)
HO0517	(1/02)
UTS-39	(12/04)
HOS-86S	(4/05)
NOTX0178CW	(2/06)
DPS-5	(1/06)
UTS-360s	(6/08)
UTS-COVPG	(9/07)
HO0139	(2/08)
HOS-47S-SC	(4/01)
UTS-32g	(4/95)
HO0003	(10/00)
HO0481	(10/00)
HOS-14	(8/01)
HOS-85S	(10/04)

ADDITIONAL FORMS

0/12/2010 09:41 AM



SCOTTSDALE INSURANCE COMPANY®

**SCHEDULE OF MORTGAGEES, ADDITIONAL INSUREDS
AND LIENHOLDERS**

Policy Number: [REDACTED] 6367

Effective Date: 9/25/2010

12:01 A.M., Standard Time

Named Insured: BRODEY TRICKEY

Agent Number: 39001

Described Location # 1 of 1

PENNYMAC LOAN SERVICES LLC
ISAOA/ATIMA
PO BOX 6011
AGOURA HILLS, CA 913766011
2004671680

Sammie Arnold

From: bmtrickey@gmail.com
Sent: Wednesday, August 31, 2011 7:48 AM
To: Sammie
Subject: Fw: Brodie's work and pay schedule

-----Original Message-----

From: jgrizz2@yahoo.com
To: Brodie Trickey
Subject: Brodie's work and pay schedule
Sent: Aug 31, 2011 7:03 AM

To whom it may concern,

Brodie has been working for me constructing interiors for custom homes since February of this year. He has shown to be hard working, consistent, and on time. I pay Brodie an average of \$950 dollars a week. I've been running a business for 7 years in Charleston SC constructing interiors for custom homes. Brodie has solidified a position with my company that I would hope to continue for years to come.

Thank you,

John Gricunas
Master carpentry
1038 Windward rd
Charleston SC
29412
843.860.3334

Sent via BlackBerry from T-Mobile

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE
(803) 799-9993

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

FACSIMILE
(803) 239-1414

September 2, 2011

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

Re: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Ms. Arnold:

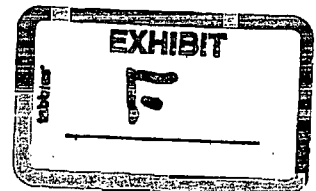
I am receipt of your letter dated August 31, 2011, the e-mail referencing your client's employment, and proof of current insurance.

However, as set forth in my previous letters, the following documents which were not provided are required in order to process the foreclosure intervention request:

1. Last 60 days paystubs (Handwritten pay stubs require a Verification of Employment)
2. Self-employed borrowers must submit a year-to-date Profit and Loss Statement
3. 2009 and 2010 (if filed; IF NOT FILED, please produce 2008 and 2009 as well as any documentation regarding an extension to file 2010) complete, signed Tax Returns with all schedules.

First, if your client is an "employee" of Mr. Grucunas, then we will need proof of weekly payments for the last 60 days. If your client is an independent contractor, then we will need a current year-to-date Profit and Loss Statement.

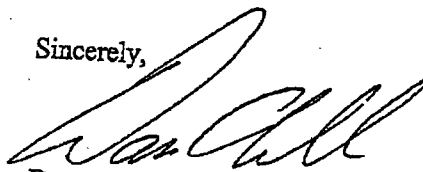
In addition, my client requires that the requested tax information be provided. As to your contention regarding the applicability of Section 609.03.05 of the Fannie Mae Single Family 2011 Servicing Guide provision allowing, but not requiring the applicant to submit signed tax documents in lieu of providing a completed Form 4506-T, please be advised that my client is a voluntary participant in the Making Homes Affordable Program. Accordingly, it is guided by the Handbook for Servicers of Non-GSE Mortgages. I direct your attention to Section 5 of the Handbook which sets forth the obligations of my client to verify income prior to considering a loan modification. Private lenders are only required to use the Form 4506-T to verify discrepancies in income documentation.



As you know, we have already certified to the court that your client has failed to provide the required information to be considered for foreclosure intervention and more than two months has passed since we requested this documentation. I am particularly concerned with what appears to be your client's intentional refusal to provide proper evidence of his current income. At this time, we have no alternative but to proceed with the foreclosure. I would encourage you to provide me with complete responses to my previous discovery requests including responses to my requests for production. We will proceed to schedule a second hearing on my pending motions.

If you have any questions, please feel free to contact me.

Sincerely,



Damon C. Wlodarczyk

DCW/

RILEY POPE & LANEY, LLC

ATTORNEYS AND COUNSELORS AT LAW

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

TELEPHONE (803) 799-9993

FACSIMILE
(803) 239-1414

February 15, 2012

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

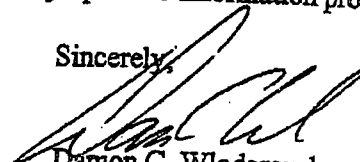
Re: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and
Barberry Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Ms. Arnold:

As you know, the court provided that your client was to produce to me his W-2 or 1099 by February 1, 2012. To date, we have received no documentation. Please have the income information sent to my attention within ten (10) days along with updated bank records for the past 60 days so we can conclude the request for loss mitigation.

If we do not receive the documentation, my client will issue a decision regarding available loss mitigation options based solely upon the information provided to date.

Sincerely,



Damon C. Wlodarczyk

cc: Derek F. Dean, Esquire (via facsimile 843-406-9913)
Simons & Dean
147 Wappoo Creek Drive
Suite 604
Charleston, SC 29412

00 131



NOTE

September 26, 2007
(Date)

Charleston
(City)

South Carolina
(State)

1739 HICKORY KNOLL, JOHNS ISLAND, SC 29455

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$255,575.00 plus interest, to the order of the Lender. The Lender is CitMortgage, Inc.

(this amount is called "Principal").

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 9.475%.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on November 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2007, 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 1000 Technology Drive, O'Fallon, MO 63368-2240

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 2,065.35

4. 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 the Note.

I may make a full Prepayment or partial Prepayments 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 the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

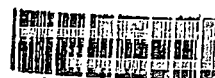
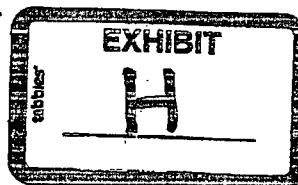
680

MULTISTATE FIXED RATE NOTE Single Family-Residential Use UNIFORM INSTRUMENT

Uniform Consumer Financial Services
VMP®-SR (2/20/07)
Page 1 of 8

Form 3208 1/01

Exhibit



CitMortgage 3.2.11.07 V2

P.83 1 843 852 2679

STEVE RUBINSTEIN, P.A.

SEP-26-2007 14:40

00 132

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

1690

VMP ©-610 (2007).01

Page 2 of 3

Form 2007-1001

10/1/07

CMRMortgage 2.2.11.07 V2

1 843 552 2575 P.84

STEVE RUBINSTEIN, P.A.

SEP-26-2007 14:41

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

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

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

Brooks McCary Trikes

(Seal)

Sign Original Only

VNF 6-5N (0007) 01

Page 3 of 3

Form 3200 1/79

CUMMINGS 9.2.11.07 VZ

1 0413 952 2579 P.05

STEVE RUBINSTEIN, P.A.

SEP-26-2007 14:41

00 134

Return To:
Citimortgage, Inc.
Attn: Document Processing
P.O. Box 790021
St. Louis, MO 63179-0021

CERTIFIED A TRUE COPY
[Signature] (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 7/22/10

Prepared By:
Citimortgage, Inc.
4050 Regent Blvd
Mail Stop: N2A-210
Irving, TX 75063

[Space Above This Line For Recording Data]

MORTGAGE

MIN ~~6801~~ 6801

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated September 26, 2007 together with all Riders to this document.

(B) "Borrower" is Brodie M. Trickey aka Brodie McCary Trickey

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. (866) 679-MERS.

002004671680

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3041 1/01

VMP-BA(SC) (0405)01

Page 1 of 15

Initials *[Signature]*

VMP Mortgage Solutions, Inc.



CitiMortgage 3.2.11.07 V2



00 135

G-640/829 R: 10/2/07

(D) "Lender" is ChiMortgage, Inc.

Lender is a Corporation
organized and existing under the laws of New York
Lender's address is 1600 Technology Drive, O' Fallon, MO 63368-2240

(E) "Note" means the promissory note signed by Borrower and dated September 26, 2007
The Note states that Borrower owes Lender Two Hundred Fifty Five Thousand Five Hundred Seventy
(U.S. \$ 255,575.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than October 1, 2047 Dollars

(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] Other(s):

(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 (i) 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

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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 Charleston

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

SEE SCHEDULE 'A' ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number:
1759 HICKORY KNOLL
JOHNS ISLAND
("Property Address"):

which currently has the address of
(City) , South Carolina 29455- (Street)
(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 seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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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 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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 8, 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-signer; 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

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Initials: 

Form 3041 1/01

CitiMortgage 3.2.11.07 V2

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

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

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

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

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

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BRAT

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CulMortgage 3.2.11.07 V2

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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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GA(SC) (0402).01

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BWD

Form 8041 1/01

CitiMortgage 3.2.11.07 V2

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:

W. M. Calhoun

Brodie McCary Trickey

(Seal)

Brodie McCary Trickey aka Brodie M. Trickey
(Sign Original Only)

S-

Brodie M. Trickey

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SA(SO) (0405) 01

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Form 3044 1/01
CitiMortgage 3.2.11.07 V2

00 148

STATE OF SOUTH CAROLINA, Charleston
I, Steven M. Rubinstein

County as
do hereby certify that

Brodie McCary Trickey aka Brodie M. Trickey

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

Witness my hand and official seal this 26th day of Sept., 2007


Notary Public for South Carolina

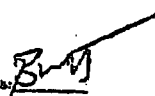
My Commission Expires: 7/24/13



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8A(55) 0403.01

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Indicate

Form 8041 1/01

ChitMortgage 3.2.11.07 V2

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this Twenty-Sixth day of September, 2007, 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 CitiMortgage, Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1759 HICKORY KNOLL, JOHNS ISLAND, SC 29455

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Codes, Covenants and Restrictions

(the "Declaration"). The Property is a part of a planned unit development known as

Barberry Woods

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. **PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01

Wolters Kluwer Financial Services
VMP®-7R (0411).01

Page 1 of 3

Initials: *BW*



CitiMortgage 3.2.11.07 V2

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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VMP®-7R (0411).01

Page 2 of 3

Initials: *Bry*

Form 3150 1/01

CM Mortgage 2.2.11.07 V2

00 151

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

Brodie McCary Trickey

Brodie McCary Trickey aka Brodie M. Trickey (Seal)
(Sign Original Only)

Brodie M. Trickey

1680

VMP[®]-7R (0411).01

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Form 3150 1/01
CUB Mortgage 1.2.11.07 V2

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CHARLESTON, JOHNS ISLAND, COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, SHOWN AND DESIGNATED AS LOT 8 ON A PLAT ENTITLED "FINAL PLAT OF BARBERRY WOODS SUBDIVISION, LOCATED IN THE CITY OF CHARLESTON, JOHNS ISLAND, CHARLESTON COUNTY, SC" PREPARED BY ANDERSON & ASSOCIATES UNDER SEAL OF FORSMAN J. ANDERSON, RLS NO. 12230, DATED JUNE 23, 2003 AND RECORDED JULY 21, 2003, IN PLAT BOOK EG AT PAGE 484, IN THE RMC OFFICE FOR CHARLESTON COUNTY, SOUTH CAROLINA; SAID LOT HAVING SUCH SIZE, SHAPE, DIMENSIONS, BUTTINGS AND BOUNDINGS AS WILL BY REFERENCE TO SAID PLAT MORE FULLY APPEAR.

BEING THE SAME PROPERTY CONVEYED TO THE MORTGAGOR BY DEED OF MERIDIAN BUILDERS, INC. DATED 3-23-04 AND RECORDED IN BOOK M488, PAGE 79 IN THE CHARLESTON COUNTY RMC OFFICE.

TMS: 312-00-00-262

(07-0289.PFD/07-0289/12)



BP0133817

RMC BK 0133 Pg 817 : Pg 1 *

RETURN TO:
M. E. Wileman
Orion Financial Group, Inc.
2860 Exchange Blvd. # 100

Southlake, TX 76092

ASSIGNMENT OF MORTGAGE

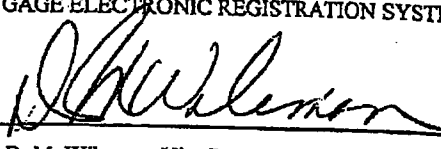
Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR CITIMORTGAGE, INC. G4318 Miller Road, Flint, MI 48507 (Assignor) by these presents does assign, and set over, without recourse, to CITIMORTGAGE, INC. 4050 Regent Blvd, Mail Stop N2A-222, Irving, TX 75063 (Assignee) the described mortgage, together with certain note(s) described with all interest, all liens, any rights due or to become due thereon, executed by BRODIE M TICKEY, AKA BRODIE MCCARY TRICKEY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR CITIMORTGAGE, INC.. Said mortgage Dated: 9/26/2007 is recorded in the State of SC, County of Charleston on 10/2/2007, as Book G-640 Page 829 AMOUNT: \$ 255,575.00 Property Address: 1759 HICKORY KNOLL, JOHNS ISLAND, SC 29455 IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its proper officer.

Executed on: July 8, 2010

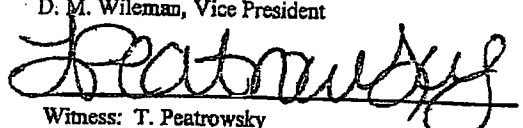
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR CITIMORTGAGE, INC.

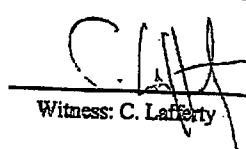
By:


D. M. Wileman, Vice President



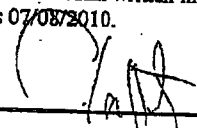
TICKEY SJR *05153267*

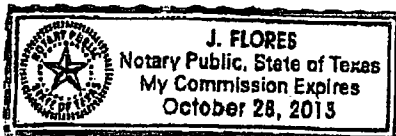

Witness: T. Peatrowsky

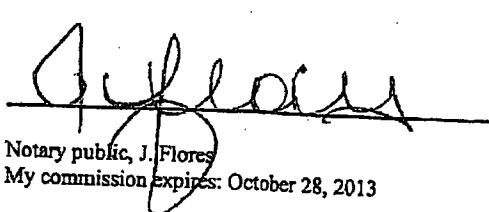

Witness: C. Lafferty

State of Texas, County of Tarrant

Personally appeared before me C. Lafferty and made oath that he/she saw the within named D. M. Wileman, Vice President of/ for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR CITIMORTGAGE, INC., by sign, seal and as their act and deed deliver the within written instrument and that he/she with T. Peatrowsky witnessed the due execution thereof. Sworn before me this 07/08/2010.


Witness: C. Lafferty




Notary public, J. Flores
My commission expires: October 28, 2013

SC Charleston

MIN 130 0467

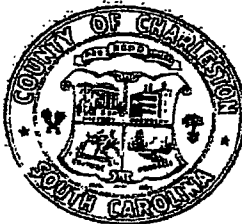
Riley, Pope & Laney, LLC
PO Box 11412
Columbia, SC 29211

00 154



RECORDER'S PAGE

NOTE: This page MUST remain
with the original document

**Filed By:**

RILEY POPE & LANEY LLC

P. O. BOX 11412
COLUMBIA SC 29211

MAKER:

MERS

RECIPIENT:

CITIMORTGAGE INC

Original Book:

G640

Original Page:

829

RECORDED		
Date:	July 19, 2010	
Time:	12:26:05 PM	
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0133	817	Asgt
Charlie Lybrand, Register Charleston County, SC		

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Note:

Recording Fee	\$ 6.00
Extra Reference Cost	\$ -
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 6.00

DRAWER
CLERK



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CitiMortgage



www.citimortgage.com

05/12/10

49767 009820
BRODIE MCCARY TRICKEY
1759 HICKORY KNOLL
JOHNS ISLAND SC 29455

RE: CitiMortgage Loan #: [REDACTED] 1680
Security Instrument Dated: 09/26/07
Property Address: 1759 Hickory Knoll
Johns Island, SC 29455

Dear CitiMortgage Customer(s):

THE ABOVE REFERENCED LOAN IS IN DEFAULT. Payments have not been made as required by the note and mortgage or deed of trust (the "Security Instrument"). Refer to the note and Security Instrument for additional information. CitiMortgage, Inc. is providing this notice as lender or servicing agent for the lender.

To cure the default you must pay the past due amount of \$9,599.76, including \$1,852.16 in late charges and \$84.00 in delinquency related expenses. We must receive your payment by 06/12/10 (or the next business day thereafter if 06/12/10 is a Saturday, Sunday, or Federal holiday). Any additional monthly payments and late charges that fall due by 06/12/10 must also be paid to bring your account current. You must send certified funds (certified check, cashier's check, or money order) to:

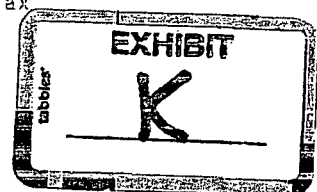
CitiMortgage, Inc.
P.O. Box 889196
Des Moines, IA 50368-9196

Failure to cure the default by 06/12/10 may result in the acceleration of all sums due under the Security Instrument. This means the entire unpaid balance will become due. Also, your property may be sold in accordance with the terms of the Security Instrument and applicable law. The Security Instrument entitles us to collect all expenses incurred in pursuing our remedies.

You have the right to reinstate your loan after acceleration in accordance with the terms of the Security Instrument. You have the right to bring a court action or to assert in any foreclosure proceeding, the non-existence of a default or any other defense you have to acceleration and the sale of the property.

Under IRS regulations, we may be required to report any foreclosure to the IRS. The foreclosure may result in income tax consequences to you. Consult the IRS or your tax advisor for further information.

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INTERNET REPRINT

671-3044-1208F

CitiMortgage



www.citimortgage.com

Page Two
05/12/10
1680

You may be eligible for homeownership counseling from one of the Department of Housing and Urban Development ("HUD") approved homeownership counseling agencies. Please call us at 1-877-211-3758* for information regarding the HUD-approved homeownership counseling agency nearest you or to discuss the circumstances of the default with one of our loan counselors. When you call or write to us, please refer to your loan number: 2004671680.

Sincerely,

Collection Department
CitiMortgage, Inc.

*Calls are randomly monitored and recorded to ensure quality service.

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

In the event you are subject to an Automatic Stay issued by a United States Bankruptcy Court or the referenced debt has been discharged in Bankruptcy, this communication is not intended to be an attempt to collect a debt.

100512B0015273

671-3044-1209F

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INTERNET REPRINT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiMortgage, Inc.,

vs.

Brodie M. Trickey et al.,

(File No. 4008.37098)

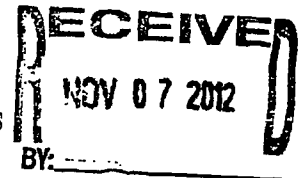
Plaintiff,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-21-3408

**MOTION INFORMATION FORM
AND COVERSHEET**



Plaintiff's Attorney:

T. Lowndes Pope, SC Bar#66507
Roy F. Laney, SC Bar #64279
Heidi B. Carey, SC Bar #7020
Nikole H. Boland, SC Bar #70491
Damon C. Wlodarczyk, SC Bar #70460
Riley Pope & Laney, LLC
Post Office Box 11412, Columbia, South Carolina 29211
(803) 799-9993/(803) 239-1414

Defendant's Attorney:

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

SECTION I: Hearing Information

Nature of Motion: Motion for Summary Judgment
Estimated Time Needed: 1 hr

Court Reporter Needed: Yes

- ☐ Written Motion Attached
☒ Form Motion:

SECTION II: Motion Type

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

Signature of Attorney for Plaintiff

October 31, 2012
Date Submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$25.00**

☐ **EXEMPT:** (check reason)

- ☐ State Agency v. Indigent Party
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication
☐ Motion for Execution
☐ Other

JUDGE'S SECTION

- ☐ Motion fee to be paid upon filing of the attached Order.
☐ Other:

JUDGE
CODE:

Date:

Collected by: _____

(Print Name)

CLERK'S VERIFICATION

DATE FILED:

☐ **MOTION FEE COLLECTED:**

☐ **CONTESTED - AMOUNT DUE:**

SCCA/233 (11-2003)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiMortgage, Inc.,

vs.

Plaintiff,

Brodie M. Trickey aka Brodie McCary Trickey
and Barberry Woods Property Owners
Association,

Defendant(s).

(File No. 4008.72610)

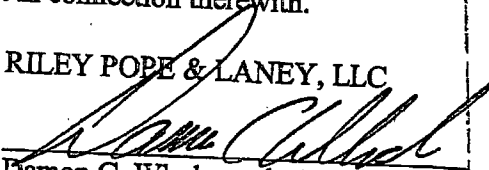
IN THE COURT OF COMMON PLEAS
C/A NO.: 2010-CP-21-3408

NOTICE OF MOTION
AND
PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff will appear before the presiding judge for Charleston County, ten (10) days after service hereof at 10:00 a.m., or at such other time and place as the Court may direct, and move for an order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting to the Plaintiff Summary Judgment on the grounds that there is no genuine issue as to any material fact and the Plaintiff is entitled an Order for Foreclosure and Sale as a matter of law.

Said motion shall be based upon the statute and case law of the State of South Carolina, upon the pleadings and other evidence developed in discovery and upon the affidavits attached hereto and other material properly received by the Court in connection therewith.

RILEY POPE & LANEY, LLC


Damon C. Wlodarczyk, SC Bar 70460
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

2012 NOV - 1 PM 3:38
JULIE J. ARMSTRONG
CLERK OF COURT

October 31, 2012
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary Trickey
and Barberry Woods Property Owners
Association,

Defendant(s).

(File No. 4008.72610)

STATE OF MISSOURI)

COUNTY OF ST. CHARLES)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-10-5775

AFFIDAVIT

2012 NOV -1 PM 3:38
JULIE J. ANTONI
CLERK OF COURT

PERSONALLY appeared before me Cassie A. Nixon, who being duly sworn, says:

1. That she is a Business Operations Analyst for CitiMortgage, Inc., the Plaintiff in this action.
2. That as a Business Operations Analyst, she is familiar with the policies and procedures regarding records kept in the ordinary course of Plaintiff's regularly conducted business activities regarding the creation and servicing of mortgage notes and mortgages.
3. That she has reviewed the documents relating to the loan history that is the subject of this foreclosure action.
4. The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. The borrower was reviewed for a HAMP and Supplemental Modification but was declined in May 2010.
5. That pursuant to Supreme Court Administrative Order 2011-05-02-01, the mortgagor has been served with the required notice of rights to participate in foreclosure intervention.

6. That on June 22, 2011, the mortgagor, through his attorney, filed and served a Notice electing to be considered for foreclosure intervention.
7. That on June 27, 2011, Plaintiff, through its attorney, mailed a Workable Solutions Application and request for documentation to mortgagor's attorney. A copy of said document is attached hereto as Exhibit A and is incorporated by reference.
8. That on July 27, 2011, mortgagor's attorney returned the completed application and some, but not all, of the requested documentation. A copy of said application and documents are attached hereto as Exhibit B and are incorporated by reference.
9. That on August 1, 2011, Plaintiff's attorney mailed to mortgagor's attorney a second letter requesting the documents not provided. A copy of said letter is attached hereto as Exhibit C and is incorporated by reference.
10. That on August 25, 2011, Plaintiff's attorney filed with the court a Certification of Mortgagor Non-Compliance, which provided that despite repeated warnings, mortgagor had not produced the requested documents; therefore, mortgagor failed, refused or voluntarily elected not to participate in any foreclosure intervention process. A copy of said certification is attached hereto as Exhibit D and is incorporated by reference.
11. That on August 31, 2011, mortgagor's attorney mailed a letter to Plaintiff's attorney again returning some, but not all, of the requested documents. Mortgagor's attorney further objected to providing a copies of the mortgagor's W-2 or 1099 statements. A copy of said letter and documents are attached as Exhibit E and are incorporated by reference.
12. That on September 2, 2011, Plaintiff's attorney mailed to mortgagor's attorney a third letter requesting that the documents be provided in order to process the foreclosure intervention request. A copy of said letter is attached as Exhibit F and is incorporated by reference.

13. On February 15, 2012, Plaintiff's attorney faxed a letter to mortgagor's attorney, which provided that mortgagor had not provided the requested W-2 or 1099 statements. A copy of the fax is attached hereto as Exhibit G and is incorporated by reference.

14. To date, Plaintiff has not received all the requested documentation from mortgagor.

15. CitiMortgage, Inc., is the holder of or otherwise entitled to enforce the Note which is dated September 26, 2007, between Brodie McCary Trickey and CitiMortgage, Inc., in the principal sum of Two Hundred Fifty-Five Thousand, Five Hundred Seventy-Five and 00/100 (\$255,575.00) Dollars, payable in monthly installments of principal and interest of \$2,065.35 beginning November 1, 2007, a copy of which is attached hereto as Exhibit H and is incorporated by reference.

16. CitiMortgage, Inc. is the holder of or otherwise entitled to enforce the Mortgage between Brodie M. Trickey aka Brodie McCary Trickey and Mortgage Electronic Registrations Systems, Inc (MERS) as nominee for CitiMortgage, Inc. covering the following described property:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Charleston, Johns Island, County of Charleston, State of South Carolina, shown and designated as Lot 9 on a plat entitled "Final Plat of Barberry Woods Subdivision, located in the City of Charleston, Johns Island, Charleston County, SC" prepared by Anderson & Associates under Seal of Forsman J. Anderson, RLS No. 12230, dated June 23, 2003 and recorded July 21, 2003, in Plat Book EG at Page 494, in the RMC Office for Charleston County, South Carolina; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

Being the same property conveyed to Brodie M. Trickey by Deed of Meridian Builders, Inc. dated March 23, 2004 and recorded in Book M488 at Page 79 in the Charleston County RMC Office.

TMS No. 312-00-00-262

Property Address: 1759 Hickory Knoll, Johns Island, SC 29455

17 The Mortgage was signed, witnessed and notarized and indicates it was recorded in the public records of Charleston County on October 2, 2007, in Book G-640 at Page 829. A copy of the Plaintiff's Mortgage is attached hereto as Exhibit I and is incorporated by reference.

18. Thereafter, by assignment recorded in the said ROD Office on July 19, 2010 in Book 0133 at page 817, the said Mortgage Electronic Registrations Systems, Inc. (MERS) as nominee for

CitiMortgage, Inc. assigned said mortgage to CitiMortgage, Inc. A copy of said Assignment of Mortgage is attached hereto as Exhibit J and is incorporated by reference.

19. CitiMortgage, by and through its attorneys, sent the borrower a Notice of Right to Cure (Breach Letter) on May 5, 2010. A copy of the Notice of Right to Cure letter is attached hereto as Exhibit K and is incorporated by reference.

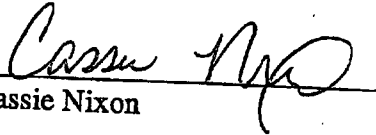
20. The installments of principal and interest which became due on March 1, 2010, have not been paid although demand for the payment has been made and CitiMortgage, Inc., as the holder of the Note and Mortgage, has declared the entire balance of said principal and interest due and payable at once, and there is now due and owing and unpaid upon the said Note and Mortgage the sum of Two Hundred Sixty Thousand Five Hundred Six and 65/100 (\$260,506.65) Dollars as of March 1, 2010, together with interest thereon at the rate of 9.475% per annum from February 1, 2010.

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

(a) Principal amount due as March 1, 2010:	\$260,506.65
(b) Interest to September 22, 2012	\$71,105.20
(c) Advances	
Late Charges	
Property Inspections, BPOs, Appraisals	\$1,652.16
Servicing Fees	\$403.50
Tax Advance	\$20.00
Total debt secured by Note and Mortgage, including interest to date shown	\$5,034.14
	\$338,721.65

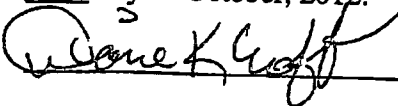
22. The total debt secured by the Note and Mortgage as set forth in paragraph 21, will continue to accrue a *per diem* charge of \$65.99 for interest.

Affiant further sayeth not.


Cassie Nixon

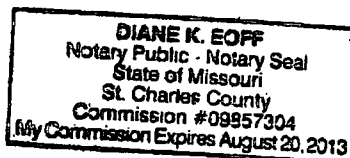
SWORN to before me this

25 day of October, 2012.

 (L.S.)

Notary Public for MISSOURI

My Commission expires: AUG 20 2013



RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE
(803) 799-9993

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

FACSIMILE
(803) 239-1414

June 27, 2011

NOTICE OF "RIGHT" TO FORECLOSURE INTERVENTION
South Carolina Administrative Order date 5/2/11

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

Re: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Ms. Arnold:

I have received your letter dated June 22, 2011, regarding your client's election to be considered for any available loss mitigation options. Obviously, several of the options require that your client give up possession of the subject property, e.g., deed in lieu or short sale. If your client is interested in those options, please advise me immediately.

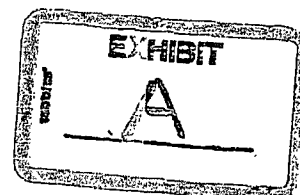
With regard to the options which would allow your client to remain in possession, attached please find CitiMortgage's Workable Solutions Application. As this case is currently pending, time is of the essence. Please return to me the completed application as well as all requested documentation below. CitiMortgage, Inc., cannot consider your clients' application unless ALL of the requested documentation is submitted. If you client cannot produce any part of the requested documentation, we will need a detailed statement as to why the document cannot be produced. In addition, the requested documents may not be inclusive and additional documentation may be requested to process the request.

FAILURE TO PRODUCE THE REQUESTED DOCUMENTS AND COMPLETED APPLICATION WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS LETTER CAN BE CONSIDERED A FAILURE, REFUSAL, OR VOLUNTARY ELECTION TO PARTICIPATE IN THE LOSS MITIGATION PROCESS.

- Last 60 days paystubs (Handwritten pay stubs require a Verification of Employment)
- Self-employed borrowers must submit a year-to-date Profit and Loss Statement
- Social Security Benefit Award, Retirement Benefits (if applicable)
- Proof of child support or spousal support income (if applicable)
- Unemployment Benefit Award Letter (if applicable)

REQUIRED DOCUMENTATION CONTINUED ON NEXT PAGE

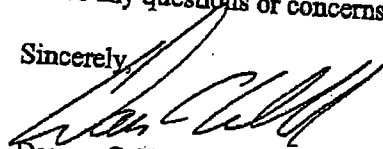
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- Current Workable Solutions Application (attached)
- Last 60 days Bank Statements (all pages of each statement **MUST** be included)
- Current Rental Agreement and proof of rental income through 2 Rental Checks or 2 monthly Bank Statements, reflecting the Rent Deposit (if applicable)
- Current Utility Bill
- Hardship Affidavit (attached)
- Current 4506T (attached)
- Dodd-Frank Certification (attached)
- Current Insurance Declaration Page
- Current Property Tax Bill
- 2009 and 2010 (if filed; IF NOT FILED, please produce 2008 and 2009) complete, signed Tax Returns with all schedules

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,


Damon C. Wlodarczyk

DCW/
Enclosures

MARY LEIGH ARNOLD, P.A.
ATTORNEY AND COUNSELOR AT LAW

749 Johnnie Dodds Blvd. • Suite B • Mt. Pleasant, SC 29464
Telephone: 843.971.6053 • Facsimile: 843.971.6055
Sammie@maryarnoldlaw.com
maryarnoldlaw.com

July 27, 2011

Damon Wlodarczyk, Esquire
Riley Pope & Lany, LLC
Attorneys and Counselors at Law
2838 Devine Street
P.O. Box 11412 (29211)
Columbia, SC 29205

RE: CITIMORTGAGE, INC. vs. BRODIE M. TRICKEY, et al
Case No.: 2010-CP-10-5775

Dear Mr. Wlodarczyk:

Enclosed please find the requested information with regard to Foreclosure Intervention relating to the above referenced matter.

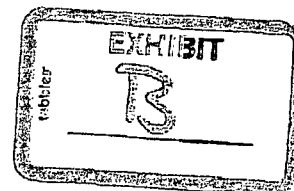
Should you have any questions, please do not hesitate to contact my office.

With kind regards,

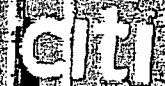
~~MARY LEIGH ARNOLD, PA~~

Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd., Suite B
Mt. Pleasant, SC 29464

/jb
Enclosure
Cc: Brodie M. Trickey, et al



CITI MORTGAGE WORKABLE SOLUTIONS APPLICATION



CITI LOAN NUMBER

What are your intentions regarding this property? ☐ Sell ☐ Rent ☒ Keep

PART A Borrower Information

Borrower Name <u>Bonnie Trickey</u>		Social Security Number _____		Co-Borrower Name _____		Social Security Number _____	
Borrower Phone No. Day <u>342</u> Evening <u>546</u> Cell <u>546</u>		_____		Co-Borrower Phone No. Day _____ Evening _____ Cell _____		_____	
Property Address: Street <u>1759 Hickory Trail Way</u> City <u>Johns Creek GA 29456</u> State SC Zip <u>29456</u>				Mailing Address (if applicable): Street _____ City _____ State _____ Zip _____			
Email Address <u>Bonnie.Trickey@Gmail-Com</u>				Email Address _____			
Employer (Current) <u>The Filling Corp</u> Years on Job <u>5</u>		Position <u>Project Manager</u> Employer Phone <u>843-296-7430</u>		Employer (Current) _____		Position _____	
Years on Job _____		Employer Phone _____		Years on Job _____		Employer Phone _____	
If you have a current job for less than 5 years, enter your previous employer information below.							
Employer (Previous) _____		Position _____		Employer (Previous) _____		Position _____	
Years on Job _____		Employer Phone _____		Years on Job _____		Employer Phone _____	

PART B Property Information

Is this property for SALE? ☐ Yes ☒ No		Is this property for RENT? ☐ Yes ☐ No	
List Date _____	Price _____	Monthly Rent _____	Monthly Last Paid _____
Realtor Name _____		Date Lease Expires _____	
Realtor Phone _____		_____	

PART C Monthly Income

DESCRIPTION (MONTHLY)	
Net Salary/Wages	<u>3200</u>
Other Income	_____
Other Additional Income (Le., SSI, Rental, Second Job, Child Support)	_____
Total Net Income	<u>3200</u>

CITI MORTGAGE WORKABLE SOLUTIONS APPLICATION

PART D Monthly Expenses

DESCRIPTION	MONTHLY PAYMENT	MONTHLY BALANCE	MONTHLY INCOME
1. Primary Home Mortgage	\$ 2,800	\$	
2. Taxes on Primary Home (if not included in #1)	\$	\$	
3. Insurance on Primary Home (if not included in #1)	\$	\$	
4. Rent Payment (if owner not occupying subject property)	\$	\$	
5. Maintenance/Homeowners Association Fees	\$ 30	\$	
6. Other Mortgages	\$	\$	
7. Automobile Loans	\$	\$	
8. Other Loans	\$	\$	
9. Credit Cards (minimum payment)	\$ 150	\$	
10. Alimony/Child Support	\$ 350	\$	
11. Child/Dependent Care	\$	\$	
12. Utilities (water, electricity, gas, cable, etc.)	\$	\$	
13. Telephone (landline and cell phone)	\$	\$	
14. Insurance (automobile, health, life)	\$ 100	\$	
15. Medical Expenses (uninsured)	\$ 240	\$	
16. Car Expenses (gas, maintenance, parking)	\$	\$	
17. Groceries and Toiletries	\$	\$	
18. Other Monthly Expense (explain)	\$ 150	\$	
19. Other Monthly Expense (explain)	\$	\$	
20. Other Monthly Expense (explain)	\$	\$	
Total	\$ 3,790	\$	

PART E General Questions

1. Do you occupy this property as a Primary Residence? ☒ Yes ☐ No

If Yes, how long have you lived at this residence? Years: 6 Months: 2

2. How many live people in the household? 2

3. Do you have any dependents under the age of 18? ☐ Yes ☒ No If Yes, how many?

4. Do you have any other debts or obligations secured by this property (i.e., second mortgage, home equity loan, judgments or liens)?
☐ Yes ☒ No If Yes, please itemize these debts or obligations below:

Debt/Obligation	Amount
	\$
	\$
	\$

5. Do you own any other properties? ☐ Yes ☒ No

How many?

If yes, please complete the following items:

Monthly Payment	Principal Balance	Is this property used for business?
		☐ Yes ☒ No
		☐ Yes ☒ No
		☐ Yes ☒ No

6. What is the amount of funds you immediately have available to apply toward your mortgage delinquency? \$ 0

7. In addition to the amount stated above, what amount will you have available in 30 days? \$ 0

CITI MORTGAGE WORKABLE SOLUTIONS APPLICATION

PART E General Questions (cont'd)

Briefly explain the reason why you are behind on your mortgage payment(s) or are in imminent danger of default (If needed, attach a separate sheet of paper for explanation):

I refinanced my home at a high interest rate in order to pay off bad debt. I intended to refinance again after my credit score increased due to the pay off of my revolving debt. During that time I was offered an application for a loan modification by Citi mortgage. I made the necessary trial payments but was eventually declined for unclear reasons. After being declined, I was informed that I owed Citi mortgage over ten thousand dollars which had to be paid in order to bring my account current. This was not a viable option at the time and therefore my account remains delinquent.

What is your proposal for repaying the arrearage?

01/20/20 10:10 AM 040200270
L MAIL UNIT
0107020

SELF-MORTGAGE WORKABLE SOLUTIONS APPLICATION

Authorization to Release Information

IN ADDITION TO THIS FINANCIAL STATEMENT AND ITS ATTACHMENTS, THERE MAY BE TIMES WHEN ADDITIONAL INFORMATION IS NEEDED TO REVIEW THE SITUATION THOROUGHLY, SUCH AS:

1. ORDERING CREDIT REPORTS
2. VERIFYING BANK ACCOUNTS IN THIS DISCLOSURE
3. OBTAINING ANY OTHER INFORMATION NECESSARY TO PROPERLY ANALYZE THIS REQUEST

I ACKNOWLEDGE THAT EVERYTHING I HAVE STATED IN THIS DISCLOSURE IS TRUE AND FACTUAL TO THE BEST OF MY ABILITY. I ALSO AGREE THAT IF IT IS DETERMINED THAT I HAVE PROVIDED INFORMATION THAT IS MISREPRESENTED AND THEREBY CAUSED ACTIONS TO BE TAKEN WHICH WOULD NOT HAVE BEEN TAKEN HAD THE TRUE FACTS BEEN KNOWN, I SHALL BE LIABLE FOR ANY AND ALL LOSSES SUFFERED BY THE LENDER OF MY MORTGAGE LOAN.

B. L. Z... 7/14/11
Borrower Signature Date

Borrower Signature Date

AUTHORIZATION TO RELEASE INFORMATION

I/WE HEREBY AUTHORIZE YOU TO RELEASE TO _____
ANY AND ALL INFORMATION THEY MAY REQUIRE FOR THE PURPOSE OF A HARDSHIP REVIEW.
THANK YOU.

B. L. Z... 7/14/11
Borrower Signature Date

Borrower Signature Date

[REDACTED]
Social Security Number

Social Security Number

HELP FOR AMERICA'S HOMEOWNERS

MAKING HOME AFFORDABLE

Dodd-Frank Certification

LM-294-A 15244-Dodd-Frank
co#13587 STRAT1

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to receive assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery (B) money laundering; or (C) tax evasion.

Borrower

- ☒ I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
- (a) felony larceny, theft, fraud or forgery,
 - (b) money laundering or
 - (c) tax evasion

Co-Borrower

- ☐ I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
- (a) felony larceny, theft, fraud or forgery,
 - (b) money laundering or
 - (c) tax evasion

In making this certification, I/we certify under penalty of perjury that all of the information in this document is truthful and that I/we understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

Beth T. H.
Borrower Signature

7/1/11
Date

Co-Borrower Signature

Date

Form **4506T-EZ**
(October 2008)

Department of the Treasury
Internal Revenue Service

Short Form Request for Individual Tax Return Transcript

Request may not be processed if the form is incomplete or illegible.

OMB No. 1545-0047

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

1a Name shown on tax return. If a joint return, enter the name shown first.

Boris Trelay

1b First social security number on tax return

2a If a joint return, enter spouse's name shown on tax return.

2b Second social security number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code

Boris Trelay 1759 Hickory Knoll Way Johns Island GA 31405

4 Previous address shown on the last return filed if different from line 3

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name

Telephone number

Address (including apt., room, or suite no.), city, state, and ZIP code

6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

2008

2009

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 5 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.

Note. This form must be received within 60 days of signature date.

Sign
Here

Signature (see instructions)

Date

Telephone number of
taxpayer on line 1a or 2a

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 541855

Form **4506T-EZ** (10-2008)

Purpose of form. Individuals can use Form 4506T-EZ to request a tax return transcript that includes most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate a third party (such as a mortgage company) to receive a transcript on line 5. Form 4506T-EZ cannot be used by taxpayers who file Form 1040 based on a fiscal tax year (that is, a tax year beginning in one calendar year and ending in the following year). Taxpayers using a fiscal tax year must file Form 4506-T, Request for Transcript of Tax Return, to request a return transcript.

Use Form 4506-T to request the following.

- A transcript of a business return (including estate and trust returns).
- An account transcript (contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed).
- A record of account, which is a combination of line item information and later adjustments to the account.
- A verification of nonfiling, which is proof from the IRS that you did not file a return for the year.
- A Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.

Form 4506-T can also be used for requesting tax return transcripts.

Automated transcript request. You can call 1-800-829-1040 to order a tax return transcript through the automated self-help system. You cannot have a transcript sent to a third party through the automated system.

Where to file. Mail or fax Form 4506T-EZ to the address below for the state you lived in when that return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

Where to mail . . .

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30352 770-455-2933
Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 A/ISC Austin, TX 73301 512-460-2271
Alaska, Arizona, California, Colorado, District of Columbia, Hawaii, Idaho, Iowa, Kansas, Maine, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Vermont, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37105 Fresno, CA 93708 559-456-5871
Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia	RAIVS Team Stop 6705-B41 Kansas City, MO 64968 816-292-6102

Signature and date. Form 4506T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506T-EZ within 80 days of the date signed by the taxpayer or it will be rejected.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign for Form 4506T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and civil, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal tax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid ONB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506T-EZ will vary depending on individual circumstances. The estimated average time is: Learning about this law or the form, 9 min.; Preparing the form, 18 min.; and Copying, assembling and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506T-EZ simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 111 Constitution Ave. NW, IR-652, Washington, DC 20224. Do not send the form to this address. Instead, see Where to file on this page.

CitiMortgage 1st Mortgage Modification Hardship Affidavit

Borrower Name: BRODIE Taylor Date of Birth: 11/21/1978
 Co-Borrower Name: _____ Date of Birth: _____
 Property Street Address: 1759 Hickory Knoll Dr.
 Property City, ST, Zip: Tahoe NV 89455
 Loan Number: _____

In order to qualify for CitiMortgage's ("Servicer") offer to enter into an agreement to modify my loan (the "Agreement"), I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks "Yes/No" the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan

Borrower Yes ☒ No
 Co-Borrower Yes No

My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details below under "Explanation."

Yes ☒ No Yes No

My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details below under "Explanation."

Yes ☒ No Yes No

My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details below under "Explanation."

Yes ☒ No Yes No

My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details below under "Explanation."

Yes ☒ No Yes No

My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details below under "Explanation."

Yes ☒ No Yes No

There are other reasons I/we cannot make our mortgage payments. I have provided details below under "Explanation."

Borrower/Co-Borrower Acknowledgement and Agreement

- Under penalty or perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our need to modify the terms of my/our mortgage loan.
- I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.
- I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.

CitiMortgage 1st Mortgage Modification Hardship Affidavit

4. I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Hardship Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.
5. I/we certify that my/our property is owner-occupied and I/we have not received a condemnation notice.
6. I/we certify that I/we am/are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt.
7. I/we certify that I/we am/are willing to provide all requested documents and to respond to all Servicer communication in a timely manner. I/we understand that time is of the essence.
8. I/we understand that the Servicer will use this information to evaluate my/our eligibility for a loan modification or other workout, but the Servicer is not obligated to offer me/us assistance based solely on the representations in this affidavit.
9. I/we accept and agree to all terms of the Agreement which is incorporated herein by reference as if set forth in full.
10. I/we agree that when the Servicer accepts and posts a payment it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
11. I/we understand that Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income payment history, government monitoring information, and information about account balance and activity.

Bertie L. H. 7/10/11
 Borrower Signature Date
 Co-Borrower Signature Date
 E-Mail Address: Bertie.L.H. @gmail.com E-mail Address: _____
 Cell Phone #: _____ Cell Phone #: _____
 Home Phone #: _____ Home Phone #: _____
 Work Phone #: _____ Work Phone #: _____
 Social Security #: _____ Social Security #: _____

Explanation:

I cannot make my current mortgage payment due to the high mortgage rates. I did make the high payment for over a year but had to use credit to support daily activities/necessities.

Accounts	Bill Pay	Transfers	Investments	Customer Service	New e-bills	Locations	New mail	Mail	Sign Off
Account Overview	Account Details	My Portfolio	Alerts	Open an Account					

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Account: Select Account



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Balance Summary

\$385.21 Available Balance as of today

Account balance history
Tip to help avoid fees

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Show routing numbers
Personal schedule of fees

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Date	Description	Type	Status	Amount	Available Balance
Amount included in Available Balance					
06/01/2011	CHECKCARD 0121 KANGAROO EXP #3354 CHARLESTON SC 2412254115140151260019	Check	OK	-\$13.00	\$ 11.96
05/31/2011	PROG DIRECT INS DES:INS PREM ID:11435635, BRODI INDI:BRIDIE MCCARY TRICKEY CO ID:9038	Deposit	OK	+\$57.00	\$ 14.37
05/25/2011	CHECKCARD 0124 KANGAROO EXP #3351 CHARLESTON SC 2412254115140151260019	Check	OK	-\$11.91	\$ 11.39
05/25/2011	VERIZON WTR LESS DES:PAYMENTS ID:051961339800001 INDI:DOCK0001 051961339800001 CO ID:1223	Deposit	OK	+\$234.00	\$ 13.35
05/25/2011	OVERDRAFT PROTECTION FROM	Transfer	OK	\$100.00	\$ 17.37
05/25/2011	Online Banking transfer from CHK 5330 Conf #2837685722: PARKER, ELIZABETH	Transfer	OK	-\$10.00	\$ 7.37
05/23/2011	000000010837 05/23 0000294550 PURCHASE THE CITY MARINA CHARLESTON SC	Check	OK	-\$12.37	\$ 27.37
05/23/2011	86301 CHESAPEAKE DES:PAYMENT ID:05305407, 141 INDI:MICHAEL TRICKEY CO ID:9541	Deposit	OK	+\$166.41	\$ 39.71
05/23/2011	Online Banking transfer from CHK 5330 Conf #2817429: 63: PARKER, ELIZABETH	Transfer	OK	+\$200.00	\$ 76.20
Statement as of 05/21/2011 (view now)					
05/20/2011	Monthly Minimum Fee	Fee	OK	-\$8.91	16.20
05/20/2011	CAPITAL ONE DES:PHONE PMNT ID:112938750102790 INDI:267399: 587TRICKEY: BROD CO ID:9541	Deposit	OK	+\$176.00	\$ 15.15
05/20/2011	Check 9519: EBT Details	Check	OK	-\$204.00	\$ 31.15
05/19/2011	SHELL Service 05/19 0000467562 PURCHASE SHELL Service Sta MI LINT PLEASANT SC	Check	OK	-\$15.17	\$ 95.15
05/19/2011	BOFAAMERICA ATM 05/19 0000004167 DEPOSIT ANNA KNAPP MI PLEASANT SC	Deposit	OK	+\$400.00	\$ 10.32
05/16/2011	CHECKCARD 0113 KANGAROO EXP #884 JOHN'S ISLAND SC 2412254115140151260019	Check	OK	-\$15.17	10.32
05/13/2011	000000010837 05/13 0000276258 PURCHASE KANGAROO EXP #884 JOHN'S ISLAND SC	Check	OK	-\$8.21	\$ 25.45
05/13/2011	Online Banking transfer from CHK 5330 Conf #2620396402: PARKER, ELIZABETH	Transfer	OK	+\$38.00	33.74
05/09/2011	CHECKCARD 0106 NORTHERN TOOL EQUIP CO CHARLESTON SC 24691161127000662902213	Check	OK	-\$5.80	\$3.74
05/09/2011	000000010837 05/07 0000577781 PURCHASE KANGAROO EXP #884 JOHN'S ISLAND SC	Check	OK	-\$6.00	\$9.57

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05/09/2011	SHELL Service 05/09 #000523156 PURCHASE I HELL Service Sta MI-UNT PLEASANT SC			-56.7	15.64
05/09/2011	SHELL Service 05/09 #000095411 PURCHASE I HELL Service Sta MI-UNT PLEASANT SC			-511.01	122.41
05/09/2011	CHECKCARD 0506 SCHLOTZSKY'S 1726 CHARLESTON SC 2423168,127; 0000000051			-214.71	33.41
05/06/2011	00000000053109 05/06 #000225860 PURCHASE KANGAROO EXP #88* JOHN'S ISLAND SC			-58.71	46.17
05/06/2011	BANK OF AMERICA - CREDIT CARD Bill Payment			\$305.01	-56.87
05/05/2011	BKOFAMERICA ATM 05/05 #000002521 DEPOSIT NORTHWOODS N CHARLESTON SC			\$360.01	\$ 51.87
05/03/2011	FOOD LIC# #149 05/03 #000102303 PURCHASE FOOD LION #1499 C CHARLESTON SC			-515.81	2.87
05/03/2011	CITI PAYMENT DES: PAYMENT ID: 20042132466 477 INDN: BRODIE MCCARY CO ID: CITI			\$175.01	117.56
05/03/2011	BKOFAMERICA ATM 05/03 #000009577 DEPOSIT ANNA (UNAPP M) PLEASANT SC			\$200.01	92.56
05/02/2011	CHECKCARD 0430 PILOT Summerville SC 38272041200; 11201030265			-510.01	57.44
05/02/2011	CHECKCARD 0428 SUNCOCO 0534781501 CHARLESTON SC 2459216 1191 00028129873			-510.91	62.50
04/29/2011	SHELL Service 04/29 #000650161 PURCHASE I HELL Service Sta C CHARLESTON SC			-515.21	13.49
04/29/2011	BKOFAMERICA ATM 04/29 #00009494 WITHDRAWAL FOLLY ROAD CHARLESTON SC			-540.01	28.78
04/29/2011	BKOFAMERICA ATM 04/28 #000009345 DEPOSIT FOLLY ROAD CHARLESTON SC			\$40.01	68.78
04/29/2011	BKOFAMERICA ATM 04/29 #000009493 DEPOSIT FOLLY ROAD CHARLESTON SC			\$70.01	28.78
04/28/2011	CHECKCARD 0427 KANGAROO EXP #884 JOHN'S ISLAND SC 2412254; 117-40117310398			-516.21	41.22
04/28/2011	PRDG DIRECT DNS DESIGNS PREK ID: 1143563E, BRODIE INDN: BRODIE MCCARY TRUCKEY CO ID: 9038			-570.41	24.93
04/27/2011	SUNCOCO 0614 780 04/27 #000778121 PURCHASE SUNCOCO 0614700101 C CHARLESTON SC			-511.71	45.55
04/27/2011	BKOFAMERICA ATM 04/26 #000008160 DEPOSIT FOLLY ROAD CHARLESTON SC			\$290.01	57.31
04/26/2011	VERIZON WIRELESS DES: PAYMENTS ID: 05296-339800001 INDN: 0010001-051969739800001 CO ID: 1223			-5200.51	32.69
04/25/2011	SUNCOCO 0627 167 04/24 #000982308 PURCHASE SUNCOCO 0627807100 LADSON SC			-520.11	32.15
04/25/2011	CHECKCARD 0422 WILCO 932 00009324 WINN BORO SC 2416407; 113-37049836003			-532.51	12.01
04/25/2011	86301 CHESAPEAKE DISPAYMENT ID: 830540; 141 INDN: PNC JARR / TRUCKEY CO ID: 6310			\$166.41	125.49
04/25/2011	Online Banking transfer from CHK 5330 Conf # 0498168459; PARKER, ELIZABETH			\$50.01	\$ 22.98
Statement as of 01/22/2011 (view now)					
04/21/2011	Monthly Maintenance Fee			-58.91	\$ 62.98
04/20/2011	FOOD LIC# #149 04/20 #000947259 PURCHASE FOOD LION #1499 C CHARLESTON SC			-521.41	\$ 51.83
04/20/2011	CHASE DIS: E1 A1 ID: 1105868869 INDN: BRODIE TRUCKEY CO ID: 5750			-540.01	\$ 73.56
04/20/2011	BKOFAMERICA ATM 04/20 #000004770 DEPOSIT FOLLY ROAD CHARLESTON SC			\$240.01	\$ 13.36
04/19/2011	0000000000000000 04/18 #000244521 PURCHASE SCOTCHMAN 165 CHARLESTON SC			-55.61	-126.64

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Bank of America | Online Banking | Accounts | Account Details | Account Activity

01/26/2011

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04/19/2011 CHECKCARD 0116 MARRIOTT RIVERVIEW F&B - HARLESTON
SC 24610431178072004753567

04/19/2011 CHECKCARD 0116 MARRIOTT RIVERVIEW F&B - HARLESTON
SC 24610431178072004752449

[-] [C] -29.01 -20.98

[-] [C] -396.01 18.02

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Accounts	Bill Pay	Transfers	Investments	Customer Service	New e-bills	Locations	How to bill	Help	Get support
Account Overview	Account Details	My Portfolio	Alerts	Open an Account					

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Account: Salem Account



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Balance Summary

\$385.11 Available Balance as of today

Account balance history
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Date	Description	Type	Status	Amount	Available Balance
Amount included in Available Balance					
Processing	ACH HOLD CH SAPEAKE PAYMENT ON 07/25		P	\$166.41	\$315.11
Processing	TRANSFER FROM ACCT 88059 ON 07/25 VIA WEB		P	\$150.00	\$2.60
Processing	TELLER TRANSACTION CREDIT ON 07/25		P	\$300.00	\$12.60

Statement as of 07/22/2011 (view now)

07/21/2011	Monthly Maintenance Fee		C	\$12.00	\$12.60
07/18/2011	Online Banking Transfer to CHK 8059 Conf# 5393046593; Trickey, RUSSELL		C	\$50.00	\$14.60
07/18/2011	Online Banking transfer to CHK 8059 Conf# 1692960272; Trickey, RUSSELL		C	\$400.00	\$14.60
07/15/2011	Counter Credit		C	\$50.00	\$14.60
07/11/2011	CAPITAL ONE (ES) PHONE PYMT ID:1190398601 47422 INDN:2673957587TRICKEY BROD CO ID:9541		C	\$100.00	\$14.60
07/11/2011	Online Banking transfer from CHK 5330 Conf# 3822160925; PARKER, ELIZABETH		C	\$100.00	\$14.60
07/05/2011	Online Banking Transfer to CHK 8059 Conf# 1890874939; Trickey, RUSSELL		C	\$100.00	\$14.60
07/05/2011	Deposit		C	\$200.00	\$14.60
06/29/2011	OVERDRAFT FEE FOR ACTIVITY OF 06-28 ELECTRONIC TRANSACTION		C	\$25.00	\$15.40
06/28/2011	PROG DIRECT INS DES:INS PREM ID:11425639 .BRODT INDN:BACDIE MCCARTY TRICKEY CO ID:19030		C	\$67.00	\$15.40
06/24/2011	VERIZON WIRELESS DES:PAYMENTS ID:051969 139800003 INDN:0801000 051969139800001 CO ID:1223		C	\$207.50	\$15.40
06/24/2011	Deposit		C	\$220.00	\$15.40
06/23/2011	06201 CHESAPEAKE DES:PAYMENT ID:8305407 03 INDN:MCLARRY TRICKEY CO ID:1310		C	\$166.49	\$15.40
06/23/2011	Deposit		C	\$100.00	\$15.40
Statement as of 06/22/2011 (view now)					
06/22/2011	Monthly Maintenance Fee		C	\$8.95	\$15.40
06/22/2011	Counter Credit		C	\$200.00	\$15.40

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06/21/2011	CHECKCARD 0521 COSTA DEL MAR SUNGLASS : 3862744000 FL 242107311 12286298904189			\$157.81	\$ 20.36
06/21/2011	Online Banking Transfer from CHK 5320 Confe 0670226134; WARKER, ELIZABETH			\$40.01	\$7.59
06/13/2011	CHECKCARD 0512 REDS ICEHOUSE MT PLEASANT SC 2405523 1163 86811808412			\$4.01	\$2.41
06/13/2011	CHECKCARD 0509 THE POUR HOUSE CHARLES ON SC 2420785 1162 2490059820			\$58.31	\$1.39
06/13/2011	CAPITAL ONE DES:PHONE PYMT ID:116139860 170697 INON:267399 507TRICKY BROD CO ID:9541			\$200.01	\$9.89
06/13/2011	Counter Credit				
06/10/2011	CHECKCARD 0509 FERGUSON ENT #23 803-747-6301 SC 2443524 1160 0400004304			\$200.01	\$ 59.89
06/10/2011	000000010831 06/10 #000216440 PURCHASE KANGAROO EXP #087 JOHN F ISLAND SC			\$6.71	\$9.89
06/10/2011	SUNOCO 0614780 06/10 #000681509 PURCHASE SUNOCO 0614780101 CHARLESTON SC			\$12.21	\$6.66
06/10/2011	CHECKCARD 0409 BATTERIES PLUS NORTH CHARLESTON SC 2422443 1161 02017375227			\$14.51	\$8.88
06/09/2011	PARKS AUTO LAR 06/09 #00094653 PURCHASE PARKS AUTO PARTS CHARLESTON SC			\$34.71	\$93.39
06/09/2011	KANGAROO EXPRESS 06/09 #000119200 PURCHASE KANGAROO EXPRESS N CHARLESTON SC			\$2.51	\$ 28.10
06/09/2011	CHECKCARD 0408 QUIZNOES SUBS #12036090 N CHARLESTON SC 24241291159249622010127			\$6.01	\$ 70.63
06/09/2011	KANGAROO EXPRESS 06/09 #000398315 PURCHASE KANGAROO EXPRESS JOHN F ISLAND SC			\$8.11	\$ 36.70
06/09/2011	WEST MARINE CO 06/09 #000417920 PURCHASE WEST MARINE CO 1134 CHARLESTON SC			\$12.41	\$ 14.83
06/09/2011	TRM ATM CORP 06/08 #000007501 WITHDRAWL \$255 RIVERS AVE N CHARLESTON SC FE			\$28.21	\$ 37.31
06/08/2011	SHELL Service 06/08 #000537040 PURCHASE SHELL Service S 8 MI UNIT PLEASANT SC			\$2.01	\$ 15.54
06/08/2011	KANGAROO EXPRESS 06/08 #000398315 PURCHASE KANGAROO EXPRESS N CHARLESTON SC			\$8.51	\$ 37.54
06/08/2011	PIGGLY WIGGLY 06/08 #000280426 PURCHASE PIGGLY WIGGLY 103 JOHN F ISLAND SC			\$10.11	\$ 76.06
06/08/2011	TRM ATM CORP 06/08 #000007501 WITHDRAWL \$255 RIVERS AVE N CHARLESTON SC			\$44.81	\$ 36.20
06/07/2011	EXXONMOBIL 05/07 #000627945 PURCHASE EXXONMOBIL 105 MT PLEASANT SC			\$82.71	\$ 31.84
06/07/2011	EXXONMOBIL 05/07 #000625036 PURCHASE EXXONMOBIL 105 MT PLEASANT SC			\$5.01	\$ 33.79
06/07/2011	CHECKCARD 0505 THE FAY MEN JOHNS ISLAND SC 242078511571 51300196793			\$50.01	\$ 18.84
06/06/2011	THE HOME DEPOT 06/06 #000886808 PURCHASE THE HOME DEPOT 11 CHARLESTON SC			\$59.91	\$ 88.84
06/06/2011	SHELL Service 06/06 #00011945 PURCHASE SHELL Service S 8 MI UNIT PLEASANT SC			\$4.91	\$ 18.82
06/06/2011	CHECKCARD 0504 THE STONE CAFE JOHNS ISLAND SC 24071051156150166161662			\$20.61	\$ 13.75
06/06/2011	CITICARDS PYMT DES:PHONE PYMT ID:2001 INON:426451731182311 CO ID:1480			\$30.01	\$ 11.37
06/03/2011	BankAmerica CC DES BR PYMT ID:204265364 INDF - 601859005900550 CO ID:9069			\$100.01	\$ 12.27
06/03/2011	OKWAMERICA ATM 06/03 #000003463 WITHDRAWL RIVER ROAD JOHNS ISLAND SC			\$40.01	\$ 12.37
				\$50.01	\$ 32.37

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06/02/2011	BKOFAMEFICA. 06/02 #00008723 DEPOSIT BOMICKET ROAD JOHNS ISLAND SC			\$700.00	\$7,237
06/03/2011	CHECKCARD 0510 SUBWAY 00111005 JOHNS ISLAND SC 24164071 0512-5115018436			\$8.99	237

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Are Not Deposits	Are Not Insured by Any Federal Government Agency	Are Not a Condition to Any Banking Service or Activity

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Merrill Lynch Wealth Management makes available products and services offered by MLPF&S and other subsidiaries of Bank of America Corporation. Merrill Edge is the marketing name for two businesses: Merrill Edge Advisory Center, which offers loan-based advice and guidance brokerage services; and a self-directed online investing platform.

Securities products are provided by MLPF&S, a registered broker-dealer, Member SIPC, and a wholly-owned subsidiary of Bank of America Corporation.

Insurance products are offered through Merrill Lynch Life Agency Inc., Bank of America, N.A. and/or Bank of America Insurance Services, Inc., all of which are licensed insurance agencies and wholly-owned subsidiaries of Bank of America Corporation. Bank of America Insurance Services, Inc. does business in New York as Bank of America Insurance Agency.

00 181

8115669001



BERKELEY ELECTRIC COOPERATIVE

Your Touchstone Energy® Partner

PO Box 128 Johns Island, SC 29457-0128

843-559-2458
www.becsc.com588 1 AV 0.340
BRODIE M TRICKEY
1759 HICKORY KNOLL
JOHNS ISLAND SC 29455-83024 588
C-3 F-6

WE NEED YOUR HELP! We are experiencing a large number of break-ins and copper wire thefts at our warehouses and electrical substations. We are taking more measures to deter and/or catch these individuals. As part of this effort, we are offering a \$1000 reward to anyone who provides information leading directly to an arrest and conviction. If you have any such information, please call your local law enforcement agency. If you witness a break-in or theft in progress, please call 911 immediately. Thank You!

IMPORTANT NOTICE:
YOUR SERVICE WILL BE SUBJECT TO
DISCONNECTION WITHOUT FURTHER NOTICE IF
PREVIOUS BALANCE IS NOT PAID PRIOR TO:
07/05/2011
THIS IS THE ONLY NOTICE YOU WILL RECEIVE.
NO METER RECONNECTIONS AFTER 5:00 P.M.

8115669001		48471050		05/24/2011 to 06/22/2011		29		10		20 / 101	
1759 HICKORY KNOLL House		ELECTRIC		92256912		3184		5520		1 2336	
Previous Balance		436.00		BALANCE PRIOR TO THIS BILLING							
Payment(s)		-229.00		LATE CHARGE						07.00	
Adjustments		0.00		ENERGY CHARGE						1.11	
Past Due Balance		207.00		FRANCHISE TAX CREDIT 5.00%						58.12	
PREVIOUS BALANCE IS UNPAID, SERVICE IS SUBJECT TO DISCONNECTION 07/05/2011				ROUNDUP AMT						12.91	
				CURRENT MONTHS BILL						0.86	
										75.00	
YOUR ENERGY USE - Electric (kWh) - usage last 12 months											
COMPARISONS		Days Service		Total KWH		Avg. kWh/Day					
Current Billing Period		29		2336		80					
Previous Billing Period		29		1694		58					
Same Period Last Year		33		2289		69					
JUNE WHOLESALE POWER COST ADJ. = (\$0.028) CREDIT PER KWH											
07/13/2011								1482.00			

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

BRODIE M TRICKEY
1759 HICKORY KNOLL
JOHNS ISLAND SC 29455-8302Bill Date
06/28/2011Cycle / Route
20 / 401

\$ 207.00	06/11/2011	PO 11
\$ 275.00	07/13/2011	\$ 182.00

Returned check items as well as a returned check processing fee will be electronically presented against your bank account. Modifications or messages written on checks being electronically presented against your bank account will not secure your rights regarding collection of the returned check or the processing fee.

Contact us to change address:
843-559-2458
www.becsc.comBerkeley Electric Cooperative, Inc.
SEDC
PO Box 530812
Atlanta GA 30353-0812

01047 8115669001 2 0000000000 000046200 000046200 6

00 182

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. The Fielding Group, LLC 2235 Shoreline Drive Johns Island, SC 29455 843-296-7438		1 Rents \$	OMB No. 1545-0115 2010 Form 1099-MISC	Miscellaneous Income Copy B For Recipient
PAYER'S federal identification number 1970	RECIPIENT'S identification number	2 Royalties \$	4 Federal income tax withheld \$	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Brodie M. Trickey 1759 Hickory Knoll Way Johns Island SC 29455 Account number (see instructions)		3 Other income \$	6 Medical and health care payments \$	
15a Section 408A deferrals \$		15b Section 408A income \$	7 Nonemployee compensation \$ 27750.00	
		8 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐	9 Crop insurance proceeds \$	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 may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
		10 Excess golden parachute payments \$	11 Gross proceeds paid to an attorney \$	
		12 State tax withheld \$	13 State/Payer's state no. \$	
		14 State income \$	15 State income \$	

Form 1099-MISC (keep for your records) Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. The Fielding Group, LLC 2235 Shoreline Drive Johns Island, SC 29455 843-296-7438		1 Rents \$	OMB No. 1545-0115 2010 Form 1099-MISC	Miscellaneous Income Copy C For Payer or State Copy
PAYER'S federal identification number 1970	RECIPIENT'S identification number	2 Royalties \$	4 Federal income tax withheld \$	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Brodie M. Trickey 1759 Hickory Knoll Way Johns Island SC 29455 Account number (see instructions)		3 Other income \$	6 Medical and health care payments \$	
15a Section 408A deferrals \$		15b Section 408A income \$	7 Nonemployee compensation \$ 27750.00	
		8 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐	9 Crop insurance proceeds \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2010 General Instructions for Form 1099-MISC.
		10 Excess golden parachute payments \$	11 Gross proceeds paid to an attorney \$	
		12 State tax withheld \$	13 State/Payer's state no. \$	
		14 State income \$	15 State income \$	

Form 1099-MISC Department of the Treasury - Internal Revenue Service

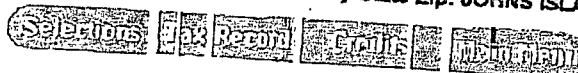
CHARLESTON COUNTY

Online Tax System

- MAIN MENU
- CONTACT US
- EXIT

- Billing Information -		- Property Information -	
Account 312-00-	Appraised 181,100	Legal Description:	1759 HICKORY KNOLL - LOT 9
(PID): 00-282	(FMV):	Subdivision:	BARBERRY WOODS
Tax Year: 2010	Assessment: 10870	Deed:	03-26-2004 W488-079
Prior Year: NA	Mills: x 0.2801	Plat:	EG-494
Status: Current		Land Use:	RESIDENTIAL
(Paid)		General Use:	SFR
Receipt: 155821	Base Tax: 2827.28	Parcel:	10R
Previous Receipt: NA	Penalties: + 0.00	Buildings	
Next Receipt: NA	Interest: + 0.00	Others (6%):	
Billed: 09-30-2010	Credits: - 282.16		
Paid Date: 12-16-2010	User Fee: + 99.00	Acresage	
Actual Date: 12-17-2010	SW Fee: + 0.00	High: 0.23	
		Marsh: 0.00	
		Swamp: 0.00	
		Total: 0.23	
Mortgage Co: CITIMORTGAGE INC	Net Tax: 2644.12		
MLOD Factor: No	Amount Paid: -2644.12		
	Nulla Bona Amount: - 0.00		
	Refund Amount: - 0.00		
	Transfer Amount: - 0.00		
	CURR Due: 0.00		
		Totals:	Appraisal 181,100 Assessment 111,870
			Appraisal 181,100
			Land: 43,100
			Improvements: 0
			Buildings: 138,000
			Total: 181,100

- Owner Information -
 Current Owner: TRICKEY BRODIE M Tax Address: 1759 HICKORY KNOLL
 Current Co-Owner: NA
 Tax District: 52 Mail Address: 1759 HICKORY KNL
 Jurisdiction: 01 City State Zip: JOHNS ISLAND SC 29455



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RILEY POPE & LANNEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE
(803) 799-9993

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

August 1, 2011

FACSIMILE
(803) 239-1414

NOTICE OF "RIGHT" TO FORECLOSURE INTERVENTION
South Carolina Administrative Order date 5/2/11

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

Rc: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Ms. Arnold:

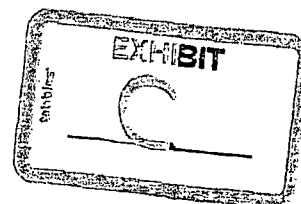
I am receipt of your letter dated June 27, 2011, and documents provided in regard to your client's request for foreclosure intervention. It appears my warning letter and your letter passed in the mail. In reviewing the documents, I noted the following items were provided:

1. Workable Solutions Application
2. Frank-Dodd Certification
3. 4506T-EZ
4. Hardship Affidavit
5. Checking Account Statement from 04/19/11 - 07/21/2011
6. Utility Bill from Berkeley County Co-operative
7. 2010 Form 1099-MISC
8. Property Tax Information

However, as set forth in my letter dated June 27, 2011, the following documents which were not provided are required in order to process the foreclosure intervention request:

1. Last 60 days paystubs (Handwritten pay stubs require a Verification of Employment)
2. Self-employed borrowers must submit a year-to-date Profit and Loss Statement
3. Current Insurance Declaration Page
4. 2009 and 2010 (if filed; IF NOT FILED, please produce 2008 and 2009 as well as any documentation regarding an extension to file 2010) complete, signed Tax Returns with all schedules.

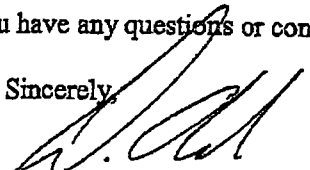
00 185



This letter serves as a final warning that if your client fails to produce to me the requested documents within ten (10) days, we will have no other option but to certify to the court that the borrower has failed, refused or voluntarily elected not to participate in foreclosures intervention.

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,



Damon C. Wlodarczyk

DCW/

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff,

vs.

Brodie M. Trickey aka Brodie McCary
Trickey and Barberry Woods Property
Owners Association,

Defendant(s).

(File No. 4008.72610)

IN THE COURT OF COMMON PLEAS

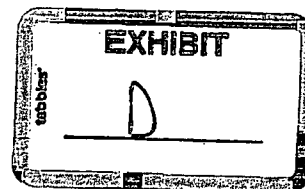
C/A NO.: 2010-CP-10-5775

**CERTIFICATION OF MORTGAGOR
NON-COMPLIANCE**

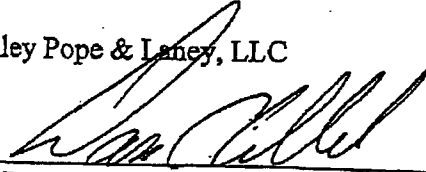
(Administrative Order 2011-05-02-01)

The undersigned Plaintiff's attorney does hereby certify as follows:

- 1) That this is an action for the foreclosure of owner occupied real property.
- 2) That pursuant to Supreme Court Administrative Order 2011-05-02-01:
 - a) The Mortgagor has been served with the required notice of rights;
 - b) That the Mortgagor, through his attorney, filed and served a Notice electing to be considered for foreclosure intervention dated June 22, 2010.
 - c) That a Workable Solutions Application and request for documentation was mailed to the Mortgagor's attorney on June 27, 2011. A copy of said document is attached hereto as Exhibit A.
 - d) That the Mortgagor's attorney returned the completed application and some of the requested documentation on or about July 25, 2011.
 - e) That the undersigned sent to the Mortgagor's attorney a second letter dated August 1, 2011 requesting the documents not provided. A copy of the letter is attached hereto as Exhibit B.
 - f) Despite repeated warnings, the Mortgagor has not produced the requested documents, several of which are required to verify income pursuant to federal and company requirements and, therefore, the Mortgagor has failed, refused, or voluntarily elected has not to participate in any foreclosure intervention process.



Riley Pope & Laney, LLC



T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

Attorneys for Plaintiff

August 24, 2011

(R) 9-2-11

MARY LEIGH ARNOLD, P.A.
ATTORNEY AND COUNSELOR AT LAW

749 Johnnie Dodds Blvd. • Suite B • Mt. Pleasant, SC 29464
Telephone: 843.971.6053 • Facsimile: 843.971.6055
Sammie@maryarnoldlaw.com
maryarnoldlaw.com

August 31, 2011

Damon Wlodarczyk
Riley Pope & Laney, LLC
Attorneys and Counselors at Law
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, SC 29205

RE: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and
Barberry Woods Property Owners Association
Case No.: 2010-CP-10-5775

Dear Mr. Wlodarczyk:

I am in receipt of your letter dated August 1, 2011 pertaining to your request for additional documents needed in order to proceed with the processing of the foreclosure intervention package. A copy of said letter shall be attached.

Please see the enclosed additional documents requested as well as supplementary documents regarding Mr. Trickey's wages. Item 1 is not included as requested because Mr. Trickey does not receive paystubs. Item 4 shall be absent as pursuant to Section 609.03.05 of the Fannie Mae Single Family 2011 Servicing Guide applicants for evaluation of HAMP eligibility are not required to provide signed tax returns. The relevant paragraph states as follows:

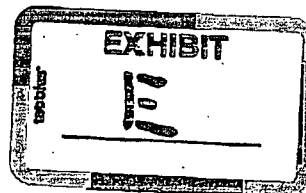
All borrowers may elect to provide signed federal income tax returns but are not required to do so. Every borrower must provide a signed and completed IRS Form 4506-T (Request for Transcript of Tax Returns) or IRS Form 4506T-EZ (Short Form Request for Individual Tax Return Transcript) that will allow the servicer (directly or through an authorized designee) to obtain the borrower's most recent federal income tax transcript from the Internal Revenue Service.
Fannie Mae Single Family 2011 Servicing Guide, Section 609.03.05. Therefore, the previously completed and returned Form 4506T-EZ is an adequate substitute.

Very Truly Yours,

MARY LEIGH ARNOLD P.A.

/jb
Enclosures

00 189



HOMEOWNER POLICY DECLARATION

0/12/2010 09:41 AM

Endorsement 2

Effective Date 9/25/2010



SCOTTSDALE INSURANCE COMPANY®

Policy Number

6367

Home Office
One Nationwide Plaza, Columbus, Ohio 43215
Administrative Office
8877 North Ganey Center Drive, Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

Named Insured and Mailing Address:

BRODEY TRICKEY
1759 HICKORY KNOLL
JOHNS ISLAND, SC 29455

General Agent: Johnson & Johnson Managers Inc

Producer: INSURANCE SOLUTIONS
210 COLEMAN BLVD, SUITE T
MT PLEASANT, SC 29464

Agent Number.: 6041

Program No.:

Policy Period: From: 9/25/2010

To: 9/25/2011

Term: 365 days

12-01 A.M. Standard Time at the Described Location.

This insurance applies to the Residence Premises, Coverage for which a Limit of Liability or Premium is shown and Perils Insured Against for which a Premium is stated.

The Residence Premises: #1 of 1: 1759 HICKORY KNOLL, JOHNS ISLAND, SC 29455

Property Coverages:	Limits of Liability	Premiums
A - Dwelling	\$ 195,000	\$ 1,646
B - Other Structures	\$ 19,500	Included
C - Personal Property	\$ 97,500	Included
D - Loss of Use	\$ 19,500	Included
Liability Coverages:	Limits of Liability	Premiums
E - Personal Liability	\$ 500,000	\$ 75
F - Medical Payments to Others	\$ 5,000	\$ 60
Location Total Premium:		\$ 1,781 00

Deductibles: Wind/Hail 2%

Property Deductible(s) \$ 2,500

Form(s) and endorsement(s) made a part of this location

See Schedule of Forms and Endorsements - Form UTS-SP-2a

Mortgagee(s), Additional Insured(s) and made a part of this policy for this location

See Schedule of Mortgagee(s), Additional Insured(s) and Lienholder(s) - Form UTS-264

Rating Information	Year of Construction 2004	Territory A	Occupancy Owner
Protection Class 1	Construction Frame	No of Families 1	

Policy Totals

Total Premium \$ 1,781 00

Billed to: Mortgagee

This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this state as an eligible surplus lines insurer, but it is not afforded guaranty fund protection

Policy Fee (\$75 00) Fully Earned
Surplus Lines Tax (\$74 24) Fully Earned
Municipal Tax (\$37 12) Fully Earned

No Fiat Cancellations

NO CHANGE IN PREMIUM

Minimum Earned Premium \$ 445 00

THIS DECLARATIONS PAGE, WITH POLICY JACKET, HOMEOWNERS POLICY FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED HOMEOWNERS POLICY

SCW/SCW
HCS-D-2 (8-01)

10/8/2010

INSURED COPY

00 190

0/12/2010 09:41 AM



SCOTTSDALE INSURANCE COMPANY®

**SCHEDULE OF MORTGAGEES, ADDITIONAL INSURED
AND LIENHOLDERS**

Policy Number: ~~XXXXXXXXXX~~ 6367

Effective Date: 9/25/2010

12:01 A.M., Standard Time

Named Insured: BRODEY TRICKEY

Agent Number: 39001

Described Location # 1 of 1

PENNYMAC LOAN SERVICES LLC
ISAOA/ATIMA
PO BOX 6011
AGOURA HILLS, CA 913766011
2004671680

Sammie Arnold

From: bmtrickey@gmail.com
Sent: Wednesday, August 31, 2011 7:48 AM
To: Sammie
Subject: Fw: Brodie's work and pay schedule

-----Original Message-----

From: jgrizz2@yahoo.com
To: Brodie Trickey
Subject: Brodie's work and pay schedule
Sent: Aug 31, 2011 7:03 AM

To whom it may concern,

Brodie has been working for me constructing interiors for custom homes since February of this year. He has shown to be hard working, consistent, and on time. I pay Brodie an average of \$950 dollars a week. I've been running a business for 7 years in Charleston SC constructing interiors for custom homes. Brodie has solidified a position with my company that I would hope to continue for years to come.

Thank you,

John Gricunas
Master carpentry
1038 Windward rd
Charleston SC
29412
843.860.3334

Sent via BlackBerry from T-Mobile

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE
(803) 799-9993

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

FACSIMILE
(803) 239-1414

September 2, 2011

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

Re: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and Barberry
Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Ms. Arnold:

I am receipt of your letter dated August 31, 2011, the e-mail referencing your client's employment, and proof of current insurance.

However, as set forth in my previous letters, the following documents which were not provided are required in order to process the foreclosure intervention request:

1. Last 60 days paystubs (Handwritten pay stubs require a Verification of Employment)
2. Self-employed borrowers must submit a year-to-date Profit and Loss Statement
3. 2009 and 2010 (if filed; IF NOT FILED, please produce 2008 and 2009 as well as any documentation regarding an extension to file 2010) complete, signed Tax Returns with all schedules.

First, if your client is an "employee" of Mr. Grucunas, then we will need proof of weekly payments for the last 60 days. If your client is an independent contractor, then we will need a current year-to-date Profit and Loss Statement.

In addition, my client requires that the requested tax information be provided. As to your contention regarding the applicability of Section 609.03.05 of the Fannie Mae Single Family 2011 Servicing Guide provision allowing, but not requiring the applicant to submit signed tax documents in lieu of providing a completed Form 4506-T, please be advised that my client is a voluntary participant in the Making Homes Affordable Program. Accordingly, it is guided by the Handbook for Servicers of Non-GSE Mortgages. I direct your attention to Section 5 of the Handbook which sets forth the obligations of my client to verify income prior to considering a loan modification. Private lenders are only required to use the Form 4506-T to verify discrepancies in income documentation.

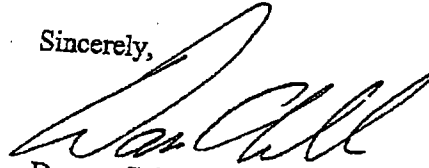
00 194



As you know, we have already certified to the court that your client has failed to provide the required information to be considered for foreclosure intervention and more than two months has passed since we requested this documentation. I am particularly concerned with what appears to be your client's intentional refusal to provide proper evidence of his current income. At this time, we have no alternative but to proceed with the foreclosure. I would encourage you to provide me with complete responses to my previous discovery requests including responses to my requests for production. We will proceed to schedule a second hearing on my pending motions.

If you have any questions, please feel free to contact me.

Sincerely,



Damon C. Wlodarczyk

DCW/

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW

2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

TELEPHONE (803) 799-9993

FACSIMILE
(803) 239-1414

February 15, 2012

Mary Leigh Arnold, Esquire
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Suite B
Mt. Pleasant, SC 29464

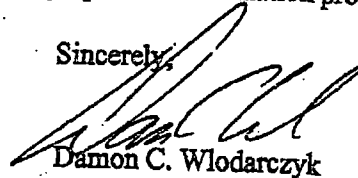
Re: CitiMortgage, Inc. vs. Brodie M. Trickey aka Brodie McCary Trickey and
Barberry Woods Property Owners Association
Civil Action No.: 2010-CP-10-5775
Our File No. 4008.72610

Dear Ms. Arnold:

As you know, the court provided that your client was to produce to me his W-2 or 1099 by February 1, 2012. To date, we have received no documentation. Please have the income information sent to my attention within ten (10) days along with updated bank records for the past 60 days so we can conclude the request for loss mitigation.

If we do not receive the documentation, my client will issue a decision regarding available loss mitigation options based solely upon the information provided to date.

Sincerely,



Damon C. Wlodarczyk

cc: Derek F. Dean, Esquire (via facsimile 843-406-9913)
Simons & Dean
147 Wappoo Creek Drive
Suite 604
Charleston, SC 29412

00 196



NOTE

September 26, 2007
[Date]

Charleston
[City]

South Carolina
[State]

1739 HICKORY KNOLL, JOHNS ISLAND, SC 29455

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$235,575.00 plus interest, to the order of the Lender. The Lender is CitMortgage, Inc.

(this amount is called "Principal").

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 9.475%.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on November 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2007, 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 1000 Technology Drive, O'Fallon, MO 63368-2240

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 2,065.25

4. 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 the Note.

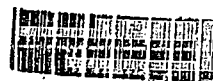
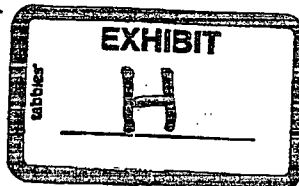
I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no change in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

1680

MULTISTATE FIXED RATE NOTE Single Family-Reside Meet Freddie Mac UNIFORM INSTRUMENT

Waters-Klawer Financial Services
VMP 6-5N (2/20/07) 01
Page 1 of 2

Form 3202 1/01
Lender: *[Signature]*



1 943 852 2578 P.03

STEVE RUBINSTEIN, P.A.

SEP-26-2007 14:48

00 197

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

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VMP 6-34 (2/27/01)

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Form 2007 1001
Initials: *[Signature]*

CMRMortgage 1.2.11.07 V2

1 843 832 2579 P. 24

STEVE RUBINSTEIN, P.A.

SEP-25-2007 14:41

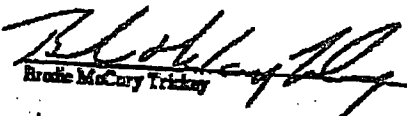
10. UNIFORM SECURED NOTE

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

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

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

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


Bradie McCarty Trickey

(Seal)
Borrower

(Sign Original Only)

680

UNITED STATES

Page 2 of 2

Form 2288 1/01

CU Mortgage 3.2.11.07 V2

1 843 852 2679 P.05

STEVE RUBINSTEIN, P.A.

SEP-25-2007 14:41

00 199

Return To:
CitiMortgage, Inc.
Attn: Document Processing
P.O. Box 790021
St. Louis, MO 63179-0021

CERTIFIED A TRUE COPY
[Signature] (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 7/27/10

Prepared By:
CitiMortgage, Inc.
4050 Regent Blvd
Mail Stop: N2A-210
Irving, TX 75063

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100011520046716801

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated September 26, 2007 together with all Riders to this document.

(B) "Borrower" is Brodie M. Trickey aka Brodie McCary Trickey

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) 678-MERS.

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SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3041 1/01

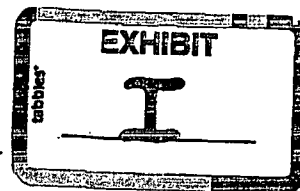
VAMP-6A(SC) (0405)01

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Initials: *[Signature]*

VAMP Mortgage Solutions, Inc.

CHRMortgage 3.2.11.07 V2



00 200

G-640/829 R: 10/24/07

(D) "Lender" is CitiMortgage, Inc.

Lender is a Corporation
organized and existing under the laws of New York
Lender's address is 1000 Technology Drive, O' Fallon, MO 63368-2240

(E) "Note" means the promissory note signed by Borrower and dated September 26, 2007
The Note states that Borrower owes Lender Two Hundred Fifty Five Thousand Five Hundred Seventy
(U.S. \$ 255,575.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than October 1, 2047 Dollars

(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]

(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 (i) 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

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6A(SC) (0403) 01

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Initials

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CitiMortgage 2.2.11.07 V2

00 201

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

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Initials: 

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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

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

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

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

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

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

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

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CMtMortgage 3.2.11.07 V2

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

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

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

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

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

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

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

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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 8, 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 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:

(c) 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 if the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

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

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

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

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

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

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

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

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CUMMORTGAGE 3.2.11.07 V2

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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Form 8041 1/01
CitiMortgage 3.2.11.07 V2

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:

DM Coleman B. M. McCary Trickey (Seal)
Brodie McCary Trickey aka Brodie M. Trickey
(Sign Original Only)
S Brodie M. Trickey

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Form 3044 1/01
CitiMortgage 3.2.11.07 V2

STATE OF SOUTH CAROLINA, Charleston
I, Steven M. Rubinstein

County as
do hereby certify that

Brodie McCary Trickey aka Brodie M. Trickey

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

Witness my hand and official seal this 26th day of Sept., 2007


Notary Public for South Carolina

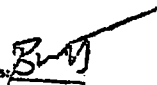
My Commission Expires: 7/24/13



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Initials 

Form CD41 5/09
CitMortgage 3.2.11.07 V2

00 214

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this Twenty-Sixth day of September, 2007, 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 CitiMortgage, Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1759 HICKORY KNOLL, JOHNS ISLAND, SC 29435

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Codes, Covenants and Restrictions

(the "Declaration"). The Property is a part of a planned unit development known as

Barberry Woods

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01

Wolters Kluwer Financial Services
VMP®-7R (0411).01

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Initials: *BM*



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B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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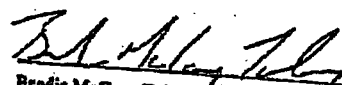
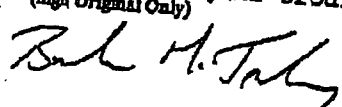
Page 2 of 3

Initials: *BM*

Form 3150 1/91

Con Mortgage 2.2.11.07 V2

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.


Brodie McCary Trickey aka Brodie M. Trickey (Seal)
(Sign Original Only)


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CUMM page 3.2.11.07 V2

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CHARLESTON, JOHNS ISLAND, COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, SHOWN AND DESIGNATED AS LOT 8 ON A PLAT ENTITLED "FINAL PLAT OF BARBERRY WOODS SUBDIVISION, LOCATED IN THE CITY OF CHARLESTON, JOHNS ISLAND, CHARLESTON COUNTY, SC" PREPARED BY ANDERSON & ASSOCIATES UNDER SEAL OF FORSMAN J. ANDERSON, RLS NO. 12230, DATED JUNE 23, 2003 AND RECORDED JULY 21, 2003, IN PLAT BOOK EG AT PAGE 494, IN THE RMC OFFICE FOR CHARLESTON COUNTY, SOUTH CAROLINA; SAID LOT HAVING SUCH SIZE, SHAPE, DIMENSIONS, BUTTINGS AND BOUNDINGS AS WILL BY REFERENCE TO SAID PLAT MORE FULLY APPEAR.

BEING THE SAME PROPERTY CONVEYED TO THE MORTGAGOR BY DEED OF MERIDIAN BUILDERS, INC. DATED 3-23-04 AND RECORDED IN BOOK M488, PAGE 79 IN THE CHARLESTON COUNTY RMC OFFICE.

TMS: 312-00-00-262

(07-0289.PFD/07-0289/12)

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

RILEY POPE & LANEY LLC

P. O. BOX 11412
COLUMBIA SC 29211

MAKER:

MERS

RECIPIENT:

CITIMORTGAGE INC

Original Book:

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Original Page:

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Time:	12:26:05 PM	
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Charlie Lybrand, Register Charleston County, SC		

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CitiMortgage



www.citimortgage.com

05/12/10

49767 008820
BRODIE MCCARY TRICKEY
1759 HICKORY KNOLL
JOHNS ISLAND SC 29455

RE: CitiMortgage Loan #: ~~1680~~ 1680
Security Instrument Dated: 09/26/07
Property Address: 1759 Hickory Knoll
Johns Island, SC 29455

Dear CitiMortgage Customer(s):

THE ABOVE REFERENCED LOAN IS IN DEFAULT. Payments have not been made as required by the note and mortgage or deed of trust (the "Security Instrument"). Refer to the note and Security Instrument for additional information. CitiMortgage, Inc. is providing this notice as lender or servicing agent for the lender.

To cure the default you must pay the past due amount of \$9,599.76, including \$1,852.16 in late charges and \$84.00 in delinquency related expenses. We must receive your payment by 06/12/10 (or the next business day thereafter if 06/12/10 is a Saturday, Sunday, or Federal holiday). Any additional monthly payments and late charges that fall due by 06/12/10 must also be paid to bring your account current. You must send certified funds (certified check, cashier's check, or money order) to:

CitiMortgage, Inc.
P.O. Box 889196
Des Moines, IA 50368-9196

Failure to cure the default by 06/12/10 may result in the acceleration of all sums due under the Security Instrument. This means the entire unpaid balance will become due. Also, your property may be sold in accordance with the terms of the Security Instrument and applicable law. The Security Instrument entitles us to collect all expenses incurred in pursuing our remedies.

You have the right to reinstate your loan after acceleration in accordance with the terms of the Security Instrument. You have the right to bring a court action or to assert in any foreclosure proceeding, the non-existence of a default or any other defense you have to acceleration and the sale of the property.

Under IRS regulations, we may be required to report any foreclosure to the IRS. The foreclosure may result in income tax consequences to you. Consult the IRS or your tax advisor for further information.



00 221

671-3044-1208F

CitiMortgage



www.citimortgage.com

Page Two
05/12/10
1680

You may be eligible for homeownership counseling from one of the Department of Housing and Urban Development ("HUD") approved homeownership counseling agencies. Please call us at 1-877-211-3758* for information regarding the HUD-approved homeownership counseling agency nearest you or to discuss the circumstances of the default with one of our loan counselors. When you call or write to us, please refer to your loan number: 2004671680.

Sincerely,

Collection Department
CitiMortgage, Inc.

*Calls are randomly monitored and recorded to ensure quality service. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

In the event you are subject to an Automatic Stay issued by a United States Bankruptcy Court or the referenced debt has been discharged in Bankruptcy, this communication is not intended to be an attempt to collect a debt.

100512B0015273

671-3044-1209F

00 222

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.,

Plaintiff(s),

vs.

Brodie M. Trickey aka Brodie McCary
Trickey and Barberry Woods Property
Owners Association,

Defendant(s).

COURT OF COMMON PLEAS
CASE NO. 2010-CP-10-5775

2013 JAN 23 PM 1:10
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

**AFFIDAVIT OF BRODIE TRICKEY
IN OPPOSITION TO PLAINTIFF'S
MOTION FOR SUMMARY
JUDGMENT**

PERSONALLY APPEARED BEFORE ME, Brodie M. Trickey, who upon being first duly sworn, did depose and say as follows:

1. I am 21 years of age or older, legally competent to testify as to the matters contained within this Affidavit, and have personal knowledge of the facts set forth within this Affidavit.
2. I am a named Defendant in the above captioned action and am familiar with the facts and circumstances of the within matter.
3. I am the owner of the real property which is the subject of this foreclosure action, located at 1759 Hickory Knoll, Johns Island, SC 29455, which is my principal residence.
4. The Note and Mortgage referenced in the within matter originated with CitiMortgage, Inc. (hereinafter "Plaintiff"). The Mortgage, however, designates Mortgage Electronic Security Systems, Inc. (hereinafter "MERS"), solely as nominee for CitiMortgage.
5. I understand that every contract has a duty of good faith and fair dealing.
6. In or around January of 2009 I began pursuing a modification of the Note and Mortgage from Plaintiff.
7. In January of 2009, as recorded by Plaintiff on January 7, 2009 in Plaintiff's Consolidated Note Report, a Forbearance Agreement was entered with Plaintiff. (See Exhibit A, Bates BT000425). Plaintiff required a payment of \$1,400.00 on January 30, 2009, followed by a payment on the 28th of each month of the same amount through June 2009. I made the first payment as required. However, as indicated by Plaintiff the Forbearance Agreement was terminated for unknown reasons. (See Exhibit A, Bates Stamp Numbers BT000422-BT000425)

8. On February 25, 2009, I was told during a phone conversation with Plaintiff that the Forbearance payment amount would not catch my payment up and that I needed to pay \$2,787.68, therefore I did. (See attached "A", Bates Stamp Number BT000421).

9. In September of 2009 I entered in a Home Affordable Modification Trial Period Plan (hereinafter "TPP") with Plaintiff, wherein Plaintiff clearly states "If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Home Affordable Modification Agreement ("Modification Agreement") (See Exhibit "B" Bate Stamp Numbers BT000001-BT000006).

10. I made all payments, on time, under the TPP beginning on September 29, 2009 and continued to make payments under the TPP until May of 2010 at which point in time Plaintiff refused to accept the payment. (See Exhibit "A", Bate Stamp Numbers BT000403-BT000415).

11. I sent Plaintiff all of the documents they requested of me in order to modify my loan, often sending the same documents more than once. (See Exhibit "A", Bate Stamp Numbers BT000402-BT000415)

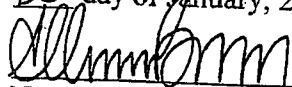
12. Plaintiff breached their contract with me, made negligent misrepresentations, and failed to act in good faith and fair dealing, by failing to provide the Home Modification Agreement as it clearly promised.

13. On May 25, 2010, during a phone conversation contrary to the language of the TPP Plaintiff advised I was denied for a Modification because the forbearance amount exceeded the limit. At that time I informed Plaintiff's agent that my briefcase and been stolen and all of the documents for the Modification process that I sent to Plaintiff had been lost and therefore I requested that Plaintiff send me a copy all those documents. However, Plaintiff's agent told me she could not send information back. Also during that conversation Plaintiff agent informed me in contrast to all previous statements made by Plaintiff and for the first time that I could have included that rent money I receive from my roommate as additional income, though I had always been told in the past that I could. (See Exhibit "A", Bate Stamp Number BT000403).

FURTHER DEPONENT SAYETH NOT.


Brodie M. Trickey

SWORN TO before me this
23 day of January, 2013

 (SEAL)
Notary Public for South Carolina

My Commission Expires: 04-06-2022

EXHIBIT A

LOAN #: 1580 CUSTOMER: BRODIE MCCARY TRICKEY

TYP: 001

PDTO: 02/01/10 PBAL: 254213.72 EBAL: -989.30 WARN: 5 LOCK: 9 STOP: 00
I-YTD: 8581.65

DATE	TRAN	PDTO	TRAN AMT	PRIN	INT	ESC	L/C	OT-AMT
082410	PRI	26344	PLEASE TRANSFER CALL TO ASSIGNED AGENT:					
082410	PRI	26344	MACHADO, LETICIA @ +1 (800) 422-1498 X1801805					
072910	PRI	26344	PLEASE TRANSFER CALL TO ASSIGNED AGENT:					
072910	PRI	26344	BEARD, CHANDRA @ +1 (866) 422-1498 X1801926					
120709	PRI	655	PAYMENT APPLIED 12/03/2009 IS HAM TRIAL PAYMENT					
120709	PRI	655	FROM UNAPPLIED					
082409	PRI	655	HAM TRIAL PERIOD DOCS MAILED 08-26-09.					
030609	PRI	17064	11:06 IB CALL FORM BRODIE DEMOS;TAD;SSN;MM GIVEN T					
030609	PRI	17064	11:06 O BORROWER IS ADAMANT IN WANTING TO SW POLLY					
030609	PRI	17064	11:06 ONLY AT #52265;NOT AVAILABLE WANTS AIMMEE A					
030609	PRI	17064	11:06 T #55231 LINE IS BUSY..SEZ WANTS WLL CB..TON					
030609	PRI	17064	11:06 Y					
022609	PRI	18168	08:18 RECVD EXT AGRMNT FRWRD TO CMI ESCAL VIA EMAI					
022609	PRI	18168	08:18 L					
022509	PRI	18168	08:50 ****EXT RFD - BIZ RESTRCTURE-WAS NT PAID FOR					
022509	PRI	18168	08:50 SVRL MNTHS - NOW NETTING WEEKLY PYCKSD FROM					
022509	PRI	18168	08:50 BIZ AND ISSUE FULLY RESLVD /QP'S 12/31 & \$					
022509	PRI	18168	08:50 1400 1/31 & PENDING ACH 2/27 \$1387.65 CONF#3					
022509	PRI	18168	08:50 776481					
013009	PRI	20692	10:36 INCOMING CALL FROM MR BRODIE, ADVSD OF FORB					
013009	PRI	20692	10:36 PLAN, ADVSD OF HOW CREDIT IS BEING AFFECTED,					
013009	PRI	20692	10:36 ADVSD CST TO TRY MOD PLAN...CHAMILTON/EXT 7					
013009	PRI	20692	10:36 3246					
013009	PRI	20692	10:36 VERIFIED DEMOS					
122608	PRI	24196	16:01 THE REASON THE CUSTOMER NEEDS THE ASSISTANCE					
122608	PRI	24196	16:01 IS BECAUSE CUSTOMER ALOMST FILIED FOR BANKR					
122608	PRI	24196	16:01 UPTCY DUE TO THE FACT OF THE HOUSING MARKET					
122608	PRI	24196	16:01 BEING SLOW CUSTOMER IS A RESIDENTIAL CONTRAC					
122608	PRI	24196	16:01 TOR WHO REPAIRS HOMES. CUSTOMER BUSINESS HAS					
122608	PRI	24196	16:01 PICKED BACK UP ISSUE IS RESOLVED AND CUSTOM					
122608	PRI	24196	16:01 ER JUST NEEDS THE ASSISTANCE FOR THIS MONTH.					

062110 FOR	90 21:30 25.00					
062110 FOR	90 21:30 PER DIEM					
062110 FOR	90 21:30 AMT:				65.9911	TOTAL P
062110 FOR	90 21:30 RSN TELLER	280101.11	FEE			DESCRIPTI
062110 FOR	90 21:30 REMOVED W/C	DATE	ASSESSED			PAID
062110 FOR	90 21:30 11/10/09	043 APPRAISAL/BPO				BPOS 00
062110 FOR	90 21:30 TOTAL	-84.00				E
062110 FOR	90 21:30 0.00	-84.00				
		0.00			TOTAL	-

061810 SYS 90 OTHER LOSS MIT ACTIVITIES : NONE HAM DIRECTIVE
 061810 SYS 90 NOT ELIGIBLE AS HAM DECLINED PER DRI 05/25/10

061810 SYS 90 10:46 SPECIAL HOLD ELIGIBILITY REVIEW ACCOUNT DOE
 061810 SYS 90 MEET SPECIAL HOLD ELIGIBILITY REVIEW CRITERIA
 061810 SYS 90 BORROWER HAS NOT CONTACTED CITI WITHIN THE LAST
 061810 SYS 90 DAYS TO EXPRESS AN INTEREST IN STAYING IN THE HO
 061810 SYS 90 OR AN INTEREST IN LOSS MITT OPTIONS.
 061810 SYS 90 10:46 20100618 CC=FC APPROVED (PLAN=NEED FAR NO EA
 061810 SYS 90 10:46 00000000 CC=ALL PREFORECLOSURE PLANS COMPLET
 061610 LMT 33495 EXTENSION OFFER TO APPLY LETTER SENT 06/15/2010
 061610 COL 654 E-MAIL SENT TO CUSTOMER
 061110 COL 654 TEXT FILE SENT TO CUSTOMER
 061010 COL 14897 13:53 N-T3RD #NA

060910 COL 20676 11:32 N-T3RD #NA
 060910 COL 17326 17:38 N-TR NA
 060910 COL 654 E-MAIL SENT TO CUSTOMER
 060810 SYS 17512 CASE(TYPE = 242) - CLOSED - CASE NUMBER 0066277559
 060810 SYS 90 12:57 242 CASE REVIEW: APPEAL DENIED, U/W DECISION
 060810 SYS 90 STANDS AS DECLINE DUE TO INSUFFICIENT
 060810 SYS 90 INCOME/FORBEARANCE EXCEEDS LIMIT
 060710 CBR 99999 ACCOUNT 90 DAYS PAST THE DUE DATE
 060710 COL 25329 13:40 N-T3RD #NA
 060710 COL 19343 16:20 N-TR NA
 060610 COL 26584 15:29 N-T3RD #NA
 060410 COL 20651 09:50 Y-T3RD LMM
 060310 COL 21671 13:11 Y-T3RD #
 060310 COL 21671 13:11 N-T3RD #NA
 060310 COL 654 TEXT FILE SENT TO CUSTOMER
 060210 COL 14036 11:44 N-T3RD #NA

060210 SYS 18552 16:14 N-TR NA
 060110 SYS 25443 12:52 N-T3RD #NA
 060110 SYS 13741 17:50 N-TR NA
 053110 SYS 90 15:15 NON-HAM REVIEW: REMOVED FROM PROGRAM DUE TO

053110 SYS 90 UNDERWRITER FAIL

052810 COL 22421 09:48 N-TR NA
052710 IPD 999 DEMAND EXPIRATION LETTER - 5/27/10
052710 COL 654 TEXT FILE SENT TO CUSTOMER
052510 COL 32987 16:15 INCOMING CALL - CONTACT STATUS = "Y"
052510 CST 16043 16:14 BRODIE MCCARY TRICKEY CI TO ENQ ABT THE
052510 CST 16043 COURSE TO FOLLOW AS DENIED FOR HAM ..GAVE
052510 CST 16043 THE REFI # AND XFERED TO LOSS MIT TO CHEKC
052510 CST 16043 OHER OPTION
052510 COL 32987 16:15 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
052510 COL 32987 NITORED OR RECD
052510 SYS 90 16:33 ***MAU ASSIST*** SPOKE WITH REP. ADV DENIED
052510 SYS 90 FORB EXCEEDS LIMIT. ADV THE AMT WE WOULD HAVE T
052510 SYS 90 DEFER IS TOO HIGH
052510 SYS 90
052510 SYS 90 16:43 MR TRICKEY WAS DENEID FROM HAM AND IS NOT EL
052510 SYS 90 FOR SUPP MOD DUE TO FORBEAR EXCEEDS LIMIT.
052510 SYS 90 EXPLAINED WHY HE WAS DENIED AND THAT AT THIS POI
052510 SYS 90 ONLY ELIGIBLE FOR REPAYMENT PLAN OR EXTENTION. M
052510 SYS 90 SAID HE HIRED AN ATTN Y AND NEEDED ALL INFO HE
052510 SYS 90 FAXED IN HE SAID HIS BREIRFCASE WAS STOLEN WITH
052510 SYS 90 ALL THE COPIES OF EVERYTHING SENT IN. ADVISED HI
052510 SYS 90 I CANT SEND THAT INFO BACK TO SPEAK WITH ADVICED
052510 SYS 90 CUST SERV. MR WAS ACTUALLY TOLD FROM BEGINNNING
052510 SYS 90 HAM THAT HE COULDNT USE HIS ROOMATES RENT MONEY
052510 SYS 90 THEY PAID HIM AS AN ADDIT INCOME WHICH IS FALSE.
052510 SYS 90
052210 COL 777 13:59 Answered Call
052010 SYS 25530 08:17 Y-TR LMM

051810 COL 22421 13:22 N-T3RD #NA
051710 COL 34618 14:45 INCOMING CALL - CONTACT STATUS = "Y"
051710 COL 34618 14:45 05/17/10 RFD: REFUSED
051710 IPD 999 Demographics Change Letter - 5/17/10
051710 COL 27783 11:51 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
051710 COL 27783 NITORED OR RECD
051710 COL 27783 11:54 MR TRICKEY CALLED IN AND SAID THAT HE IS CAL
051710 COL 27783 LING IN BECAUSE HE MADE A PYMNT OVER THE PHO
051710 COL 27783 NE AND NO FUNDS HAVE BEEN REMOVED FROM HIS A
051710 COL 27783 CT...WHIL I PLACED HIM ON HOLD TO CHECK SPEE
051710 COL 27783 DPAY SYSTEM HE HUNG UP... HE DID NOT VERIFY
051710 COL 27783 ALL 5 KEYS...
051710 COL 27783 11:54 RFD:REFUSED
051710 COL 27783 11:55 ADV CUST OF POSSIBLE LC ASSMNT OR NEG CBR.
051710 COL 27783 11:55 CALLER'S ATTITUDE WAS COOPERATIVE
051710 COL 27783 11:55 INC AND EXP NOT UPD'D DUE TO TIME
051710 COL 27783 11:55 FU DT SET TO: 05/24/2010
051710 COL 27783 12:14 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
051710 COL 27783 NITORED OR RECD
051710 COL 28326 12:20 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
051710 COL 28326 NITORED OR RECD
051710 COL 28326 12:26 BORR ADV ON MOD TRIAL, BUT MOD PYMT HAS NOT

051710 COL 28326 BEEN WITHDRAWN FROM HIS BANK ACCOUNT. XFRD T
051710 COL 28326 O CS FOR FURTHER ASSISTANCE WITH PYMT.
051710 COL 30201 12:43 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
051710 COL 30201 NITORED OR RECD
051710 COL 30201 12:43 RFD:REFUSED
051710 COL 30201 12:43 ADV CUST OF POSSIBLE LC ASSMNT OR NEG CBR.
051710 COL 30201 12:43 CALLER'S ATTITUDE WAS COOPERATIVE
051710 COL 30201 12:43 INC AND EXP NOT UPDTD DUE TO NO CHANGE
051710 SYS 90 12:53 ADV BRR DECLINE FOR HAMP BRIEFLY DISCUSSE
051710 SYS 90 SS/DIL BRR SD CAN NOT CONTINUE TO MAKE THIS PY
051710 SYS 34618 14:45 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
051710 SYS 34618 NITORED OR RECD
051710 SYS 34618 14:46 HOME AND CELL ARE SAME NUMBER
051710 SYS 34618 14:51 CCI ABOUT MOD OPTIONS. ADV OF A TRAD MOD. AD
051710 SYS 34618 V CLIENT REG PAYMENTS MUST BE MADE DURING A
051710 SYS 34618 TRAD MOD REVIEW. CLIENT STATED HE CANNOT MAK
051710 SYS 34618 E HIS PAYMENTS AT ALL. ADV CLIENT OF THE POS
051710 SYS 34618 S OF A SHORT SALE OR DIL.
051710 SYS 34618 14:53 CLIENT ADV HE WILL FILL OUT WOP ONLINE.
051310 IPD 999 RETURN CHECK - 5/13/10
051210 IPD 999 GENERAL DEMAND REG MAIL - 5/12/10

051110 SYS 90 16:03 IDENTIFICATION: MOS/JCONTRERAS INBOUND/OUTB
051110 SYS 90 CALL: INBOUND SPOKE WITH: BRODIE VERIFICATION
051110 SYS 90 COMPLETED: YES MINI-MIRANDA GIVEN: NA BEST
051110 SYS 90 CONTACT NUMBER: (843) 297-3006 DETAILED
051110 SYS 90 EXPLANATION OF CALL: FAL ACCOUNT- WARM TRANSFERR
051110 SYS 90 TO EXT. 7961 AND PROVIDED CLIENT WITH CONTACT #
051110 SYS 90 MISSING DOCUMENTS: DATE DOCUMENTS WERE SENT:
051110 SYS 90 DOCUMENTS SENT TO: 4506T LINES VERBALLY
051110 SYS 90 COMPLETED: NA NEXT STEPS: ONCE DOCS ARE RECEIV
051110 SYS 90 AND REVIEWED FILE WILL BE SENT TO CITI FOR
051110 SYS 90 PROCESSING CONCLUSION/TRANSFER SCRIPT GIVEN: YE

051010 COL 35433 TOTAL EXPENSES CHANGED BY TELLER 35433 ON 05/10/10
051010 COL 35433 PREVIOUS - 2222.00 NEW - 2404.00
051010 COL 35433 TOTAL EXPENSES CHANGED BY TELLER 35433 ON 05/10/10
051010 COL 35433 PREVIOUS - 2404.00 NEW - 2172.00

051010 SYS 90 HAM OFFER 8/4/2009 CUSTOMER VERBALLY ACCEPTE
TPP \$ 1226.33 (10)

051010 SYS 90 TRIAL PAYMENTS MADE) HARDSHIP - REDUCED
051010 SYS 90 INCOME INCOME TYPE/ SOURCE: SELF EMPLOYED

051010 SYS 90 12:59 MOS\VMELLENDEZ NOT ELIGIBLE FOR 1ST LIEN
051010 SYS 90 SUPPLEMENTAL MOD: FORBEARANCE EXCEEDS LIMIT
051010 SYS 90 MODIFICATION OFFER - LOAN TERMS EXPLANATION:
051010 SYS 90 FIRST LIEN: NOT ELIGIBLE FOR 1ST LIEN SUPPLEMENT
051010 SYS 90 MOD: FORBEARANCE EXCEEDS LIMIT OUTCOME SUMMA
051010 SYS 90 - FAILED RULES: HAM: BORROWER MUST NOT HAVE
051010 SYS 90 PREVIOUSLY FAILED HAMP TRIAL OR COMPLETE HAMP MO
051010 SYS 90 OR NPV NEGATIVE PRINCIPAL AMOUNT:
051010 SYS 90 \$175,606.00 PRINCIPAL DEFERRAL AMOUNT:
051010 SYS 90 \$105,495.92 AMORTIZATION RATE: 2.000%
051010 SYS 90 AMORTIZATION TERM: 480 MATURITY TERM: 480
051010 SYS 90 SECOND LIEN LOAN PAYMENT: \$0.00 SECOND LIEN
051010 SYS 90 PRINCIPAL AMOUNT: \$0.00 SECOND LIEN PRINCIPAL
051010 SYS 90 DEFERRAL AMOUNT: \$0.00 SECOND LIEN INTEREST
051010 SYS 90 RATE: 0.000% SECOND LIEN AMORTIZATION TERM:
051010 SYS 90 LIFETIME RATE: 9.475% MTM LTV: 125.35%
051010 SYS 90 PROGRAM FLOOR RATE: 2.000% ESCROW PAYMENT
051010 SYS 90 BREAKDOWN TOTAL ESCROW SHORTAGE: \$3,863.33
051010 SYS 90 BASE MONTHLY ESCROW PAYMENT: \$386.33 +MONTHLY
051010 SYS 90 ESCROW SHORTAGE: \$64.39 (TOTAL ESCROW SHORTAG
051010 SYS 90 SPREAD OVER 5 YEARS) -TOTAL ESCROW PAYMENT:
051010 SYS 90 \$450.72 LOAN PAYMENT BREAKDOWN PRINCIPA
051010 SYS 90 AND INTEREST PAYMENT: \$531.78 +TOTAL ESCROW
051010 SYS 90 PAYMENT: \$450.72 -TOTAL LOAN PAYMENT:
051010 SYS 90 \$982.50 BORROWER INCENTIVE PAYMENT BORROW
051010 SYS 90 INCENTIVE PAYMENT AMOUNT: \$0.00
051010 SYS 90 INSTRUCTIONS "BASED ON THE INFORMATION GIVEN, Y
051010 SYS 90 HAVE NOT PRE-QUALIFIED FOR A MODIFICATION.
051010 SYS 90 HOWEVER, WE DO WANT TO REVIEW YOUR ACCOUNT FOR
051010 SYS 90 POSSIBLE ADDITIONAL ALTERNATIVES. MAY I TRANSFER
051010 SYS 90 YOU TO THE LOSS MITIGATION TEAM?" LOSS
051010 SYS 90 MITIGATION (HAT): 1-866-272-4749
051010 SYS 90
051010 SYS 90 12:59 MOS\VMELLENDEZ-LMA UNDERWRITER REVIEW- /DECLI
051010 SYS 90 VERIFIED-1ST LIEN, NO ACTIVE BK, NO F/C, NO PMI,
051010 SYS 90 NO PRIOR MOD OR RRI VERIFIED ALL REQUIRED DOCS
051010 SYS 90 ARE AVAILABLE FOR REVIEW (INCOME, CBR, AND ESCRO
051010 SYS 90 ANALYSIS) INCOME ANALYSIS: BRODIE-PAID WITH
051010 SYS 90 BUSINESS CHECKS FOR FIELDING GROUP, HAS PROVIDED
051010 SYS 90 P&L FROM JAN-MARCH 2010. AVERAGED OUT AS S/E
051010 SYS 90 INCOME FOR 1ST QUARTER. 9750.-675.00=9075./3=30
051010 SYS 90 LESS 10% AGI= MONTHLY GROSS INCOME OF \$2772.50.
051010 SYS 90 OTHER INCOME
051010 SYS 90 VERIFIED.
051010 SYS 90 TYPE/SOURCE- SELF EMPLOYED (PROFIT AND LOSS
051010 SYS 90 UPDATED INCOME, ASSETS AND LIABILITIES ON ALL
051010 SYS 90 SYSTEMS. MAT RESULTS: NOT ELIGIBLE FOR 1ST LIEN
051010 SYS 90 SUPPLEMENTAL MOD: FORBEARANCE EXCEEDS LIMIT
051010 SYS 90 COMPLETED QC CHECKLIST & MILESTONES. FILE TO
051010 SYS 90 CLOSER. NEW RATE: N/A TERM EXTENSION:N/A
051010 SYS 90 DEFERRED PRINCIPAL BALANCE: N/A HTI:N/A DEBT

051010 SYS 90 RATIO:N/A HARDSHIP: REDUCED INCOME
 051010 SYS 90
 051010 SYS 90 13:05 20100511 CC=HM INSUF INC
 051010 SYS 90 13:05 20100510 MS=ADMIN PENDING
 051010 SYS 90 13:05 20100510 144664 CH=ADMIN PENDING
 051010 SYS 90 13:06 20100511 CC=HM NO DOCS
 051010 SYS 90 13:07 20100511 CC=HM INSUF INC
 051010 SYS 90 13:10 20100510 MS=CLOSE WORKOUT MODULE
 051010 SYS 90 13:10 20100510 144664 CH=CLOSE WORKOUT MODULE
 051010 SYS 33047 TOTAL INCOME CHANGED BY TELLER 33047 ON 05/10/10
 051010 SYS 33047 PREVIOUS - 4000.00 NEW - 3250.00
 051010 SYS 33047 TOTAL EXPENSES CHANGED BY TELLER 33047 ON 05/10/10
 051010 SYS 33047 PREVIOUS - 2172.00 NEW - 1884.00
 051010 SYS 33047 TOTAL EXPENSES CHANGED BY TELLER 33047 ON 05/10/10
 051010 SYS 33047 PREVIOUS - 1884.00 NEW - 2222.00
 051010 SYS 33047 CASE(TYPE = 199) - OPENED - CASE NUMBER 0066113135
 050710 CBR 99999 PAYING UNDER A PARTIAL/MODIFIED PAYMENT AGREEMENT
 050710 CBR 10511 FORCED CURRENT CBR - SUPP MOD
 050410 DEF 90 21:30 PF COUNSELOR CHANGED FROM PF200 TO PF957 BY
 050410 DEF 90 21:30 SOHAIL MD
 050410 SYS 90 10:03 CURRENT FAR COMPLETED ON 10/08/09. DECISION
 050410 SYS 90 PASS. DAYS PAST DUE: 64. PROMISE TO PAY :
 050410 SYS 90 N/A. UNAPPLIED FUNDS: \$ 1226.33. DEPRECIATING
 050410 SYS 90 MARKET STATUS TIER 1 MED. CANNOT APPROVE FOR
 050410 SYS 90 FORECLOSURE AS ACTIVE FOREBARENCE. TRANSFERRI
 050410 SYS 90 TO PF957 AND AF94.
 050410 SYS 90
 050310 COL 22676 18:00 INCOMING CALL - CONTACT STATUS = "Y"
 050310 LMT 90 21:30 MOS\TNGUYEN - BORROWER CALLED TO INFORM HIS
 050310 LMT 90 21:30 ACCOUNTANT IS FINISHING UP THE P&L AND WILL
 050310 LMT 90 21:30 FAXING IT TO 877-298-7159 WITHIN THE NEXT DA
 050310 IPD 999 Demographics Change Letter - 5/03/10
 050310 COL 22676 18:00 PB WORK PH CHANGED FROM 8432973006 TO 843009
 050310 COL 22676 3006 REASON:UPDATED INFO
 050310 COL 22676 18:00 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 050310 COL 22676 NITORED OR RECD
 050310 COL 22676 18:00 PRIM BORR EMAIL BRODIE@SEATOWNHOMES.COM CHNG
 050310 COL 22676 D TO BMTRICKEY@GMAIL.COM PRIM BORR WK PHONE
 050310 COL 22676 8430093006 CHNGD TO 8432973006
 050310 SYS 22676 CASE(TYPE = 228) - OPENED - CASE NUMBER 0065973016
 050310 SYS 22676 18:15 BRW CI CST INQ AABOUT STS ON HAM ADVISED OPE
 050310 SYS 22676 N CASE 228
 050310 SYS 22676 18:18 BRW CI CST MADE TPP VIA CHECK ADVISED OF FEE
 050310 SYS 22676 CST AKNLDGE CONFIRMATION# 15506223
 042910 SYS 90 17:29 MOS/R.BROWN:CALLED AND L\M FOR BRWR TO CALL
 042910 SYS 90 ABOUT MISSING DOC'SP&L FOR 1ST QUARTER OF 2010
 042910 SYS 90
 042610 SYS 90 12:41 MOS\JGARAND HE HAD SOME QUESTIONS IN REFERE
 042610 SYS 90 THE P&L FOR 1ST QUARTER OF 2010. HE IS GOING TO
 042610 SYS 90 FAX THIS TODAY OR TOMORROW, 4/27/10.
 042610 SYS 90
 042010 SYS 90 08:19 AASSPL
 042010 SYS 90
 042010 SYS 90 13:59 MOS/EANGUIANO- OUTBOUND- L/M ON CELL #
 042010 SYS 90 843-297-3006... CANT CALL HOME # 843-297-3006 AS
 042010 SYS 90 IT'S MARKED DNC... NEED TO ADV BRWR OF NEEDED P&
 042010 SYS 90 & PAY STUBS. SEE PREV NOTE.

041910 ANA 3213 OFF CYCLE ANALYSIS DONE DUE TO RISK - HAM FALLOUT
 041910 ANA 3213 LOANS
 041910 ANA 3213 SHORTAGE VALID DUE TO CONTINUED SHORTAGE FROM
 041910 ANA 3213 A RECENT ANALYSIS
 041910 ANA 3213 SHORTAGE VALID, LOAN DELINQUENT
 041910 SYS 3213 CASE (TYPE = 575) - CLOSED - CASE NUMBER 0065346179
 041910 SYS 90 14:58 MOS\JGARAND SPOKE WITH BRODIE. HE IS GOING
 041910 SYS 90 DRAW UP A P&L AND FAX IT IN TO US TOMORROW TO
 041910 SYS 90 (949) 266-9543, ATTN: JEFF.
 041910 SYS 90
 041410 SYS 90 12:50 EMAILED MR. BRODIE TO PLEASE CALL ME AT HIS
 041410 SYS 90 EARLIEST CONVENIENCE. EMAIL LISTED IN BRW.'S
 041410 SYS 90 INFORMATION.
 041410 SYS 90
 040910 LMT 90 21:30 CALLED BRW. LEFT MESSAGE ON VOICE MAIL TO RE
 040910 LMT 90 21:30 THE CALL. STILL NEED INCOME DOCUMENTS. P/L A
 040910 LMT 90 21:30 STUBS. SEE PREVIOUS NOTES
 040810 IPD 999 SPEEDPAY CONFIRMATION LETTER - 4/08/10
 040710 CBR 99999 PAYING UNDER A PARTIAL/MODIFIED PAYMENT AGREEMENT
 040710 CBR 10511 FORCED CURRENT CBR - SUPP MOD
 040710 SYS 90 21:30 DOWNLOAD CLOSED ALL PRE-FORECLOSURE RECORDS
 040710 LMT 90 21:30 LOAN NUMBER: 2004656133 BORROWER NAME: TR
 040710 LMT 90 21:30 BRODIE MCCARY MOS/IPEREZ-- PROCESSING REVI
 040710 LMT 90 21:30 VERIFIED = 1ST LIEN, , NO F/C, NO PMI, NO RA
 040710 LMT 90 21:30 RELIEF INITIATIVE, PMI CANCELLED NO PMI
 040710 LMT 90 21:30 VERIFIED =NO ACTIVE BK VERIFIED PACER ON FIL
 040710 LMT 90 21:30 DATED = NA CONFIRMED PROPERTY IS OWNER
 040710 LMT 90 21:30 OCCUPIED: YES VERIFIED DOT IN FILENET DATE
 040710 LMT 90 21:30 10/17/07/ MTG BORROWER ON TITLE: BRODIE
 040710 LMT 90 21:30 TRICKEY AKA BRODIE MCCARY TRICKEY VERIFIED E
 040710 LMT 90 21:30 LINES FOR TAXES AND INSURANCE ARE ESTABLISHE
 040710 LMT 90 21:30 YES TRI MERGED CBR ON FILE DATED
 040710 LMT 90 21:30 3/26/10 TPP \$ 1226.33 VERFI
 040710 LMT 90 21:30 MINIMUM 3 PAYMENTS MADE INCOME TYPE
 040710 LMT 90 21:30 SELF-EMPLOYED AND WAGE EARNER-CALLED BRW. TO
 040710 LMT 90 21:30 CLARIFICATION AND P/L AND PAYSTUBS. LEFT MES
 040710 LMT 90 21:30 ON 4/6/10 ON HIS VOICE MAIL TO RETURN THE CA
 040710 LMT 90 21:30 TAX RETURNS 2008 IN FILE NET VERIFIED COUN
 040710 LMT 90 21:30 CODE S23 TEMPLATE = MOD WITH TRIAL SOU
 040710 LMT 90 21:30 CODE = NHM MILESTONES COMPELTED NO

040610 SYS 90 21:30 MOS/IPEREZ-PROCESS REVIEW CALLED BRW. TO AD
 040610 SYS 90 21:30 HIM OF MISSING INCOME DOCUMENTS, LEFT MESSAG
 040610 SYS 90 21:30 VOICE MAIL TO RETURN THE CALL. NEED CLARIFI
 040610 SYS 90 21:30 ON EMPLOYMENT STATUS, WILL NEED A CURRENT P
 040610 SYS 90 21:30 (PLEASE EXPLALIN WHAT IS NEEDED) PREVIOUSLY
 040610 SYS 90 21:30 SUBMITTED ONE HAS MTG. AND CREDIT CARD DEBT,
 040610 SYS 90 21:30 SEEMS LIKE HE WORKS FOR TWO COMPANIES, DOES
 040610 SYS 90 21:30 A W-2 FROM ONE??? AND 1099 FROM THE OTHER.
 040610 SYS 90 21:30 PAY STUBS, ALSO INQUIRE ABOUT HIS 2009 1040'
 040610 SYS 90 21:30 MIGHT CLARIFY HIS INCOME STATUS ALSO.
 040610 SYS 14585 CASE (TYPE = 596) - OPENED - CASE NUMBER 0065334985
 040610 SYS 10495 CASE (TYPE = 575) - OPENED - CASE NUMBER 0065346179
 040610 COL 35352 TOTAL EXPENSES CHANGED BY TELLER 35352 ON 04/06/10
 040610 COL 35352 PREVIOUS - 1990.00 NEW - 2222.00
 040610 SYS 35352 CASE (TYPE = 644) - OPENED - CASE NUMBER 0065352364
 040210 IPD 999 SPEEDPAY CONFIRMATION LETTER - 4/02/10

040210 COL 33439 TOTAL EXPENSES CHANGED BY TELLER 33439 ON 04/02/10
 040210 COL 33439 PREVIOUS - 1816.00 NEW - 2085.00
 040210 COL 33439 TOTAL EXPENSES CHANGED BY TELLER 33439 ON 04/02/10
 040210 COL 33439 PREVIOUS - 2085.00 NEW - 1990.00
 040210 SYS 90 13:24 ELIGIBLE FOR 1ST LIEN SUPPLEMENTAL MOD
 040210 SYS 90 MODIFICATION OFFER - LOAN TERMS EXPLANATION:
 040210 SYS 90 FIRST LIEN: ELIGIBLE FOR 1ST LIEN SUPPLEMENTAL
 040210 SYS 90 MOD OUTCOME SUMMARY - FAILED RULES: HAM:
 040210 SYS 90 BORROWER MUST NOT HAVE PREVIOUSLY FAILED HAMP
 040210 SYS 90 TRIAL OR COMPLETE HAMP MOD OR NPV
 040210 SYS 90 NEGATIVE PRINCIPAL AMOUNT:
 040210 SYS 90 \$260,886.10 PRINCIPAL DEFERRAL AMOUNT:
 040210 SYS 90 \$2,179.82 AMORTIZATION RATE: 2.000%
 040210 SYS 90 AMORTIZATION TERM: 480 MATURITY TERM: 480
 040210 SYS 90 SECOND LIEN LOAN PAYMENT: \$0.00 SECOND LIEN
 040210 SYS 90 PRINCIPAL AMOUNT: \$0.00 SECOND LIEN PRINCIPAL
 040210 SYS 90 DEFERRAL AMOUNT: \$0.00 SECOND LIEN INTEREST
 040210 SYS 90 RATE: 0.000% SECOND LIEN AMORTIZATION TERM:
 040210 SYS 90 LIFETIME RATE: 9.475% MTM LTV: 125.38%
 040210 SYS 90 PROGRAM FLOOR RATE: 2.000% ESCROW PAYMENT
 040210 SYS 90 BREAKDOWN TOTAL ESCROW SHORTAGE: \$2,318.00
 040210 SYS 90 BASE MONTHLY ESCROW PAYMENT: \$386.33 +MONTHLY
 040210 SYS 90 ESCROW SHORTAGE: \$38.63 (TOTAL ESCROW SHORTAG
 040210 SYS 90 SPREAD OVER 5 YEARS) =TOTAL ESCROW PAYMENT:
 040210 SYS 90 \$424.97 LOAN PAYMENT BREAKDOWN PRINCIPA
 040210 SYS 90 AND INTEREST PAYMENT: \$790.03 +TOTAL ESCROW
 040210 SYS 90 PAYMENT: \$424.97 =TOTAL LOAN PAYMENT:
 040210 SYS 90 \$1,215.00 BORROWER INCENTIVE PAYMENT
 040210 SYS 90 BORROWER INCENTIVE PAYMENT AMOUNT: \$0.00
 040210 SYS 90
 040210 SYS 90 13:27 MOS\JGARAND PLEASE DISREGARD PREVIOUS NOTE.
 040210 SYS 90
 040210 SYS 90 13:30 ELIGIBLE FOR 1ST LIEN SUPPLEMENTAL MOD
 040210 SYS 90 MODIFICATION OFFER - LOAN TERMS EXPLANATION:
 040210 SYS 90 FIRST LIEN: ELIGIBLE FOR 1ST LIEN SUPPLEMENTAL
 040210 SYS 90 MOD OUTCOME SUMMARY - FAILED RULES: HAM:
 040210 SYS 90 BORROWER MUST NOT HAVE PREVIOUSLY FAILED HAMP
 040210 SYS 90 TRIAL OR COMPLETE HAMP MOD OR NPV
 040210 SYS 90 NEGATIVE PRINCIPAL AMOUNT:
 040210 SYS 90 \$260,886.10 PRINCIPAL DEFERRAL AMOUNT:
 040210 SYS 90 \$2,179.82 AMORTIZATION RATE: 2.000%
 040210 SYS 90 AMORTIZATION TERM: 480 MATURITY TERM: 480
 040210 SYS 90 SECOND LIEN LOAN PAYMENT: \$0.00 SECOND LIEN
 040210 SYS 90 PRINCIPAL AMOUNT: \$0.00 SECOND LIEN PRINCIPAL
 040210 SYS 90 DEFERRAL AMOUNT: \$0.00 SECOND LIEN INTEREST
 040210 SYS 90 RATE: 0.000% SECOND LIEN AMORTIZATION TERM:
 040210 SYS 90 LIFETIME RATE: 9.475% MTM LTV: 125.38%
 040210 SYS 90 PROGRAM FLOOR RATE: 2.000% ESCROW PAYMENT
 040210 SYS 90 BREAKDOWN TOTAL ESCROW SHORTAGE: \$2,318.00
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 040210 SYS 90 ESCROW SHORTAGE: \$38.63 (TOTAL ESCROW SHORTAG
 040210 SYS 90 SPREAD OVER 5 YEARS) =TOTAL ESCROW PAYMENT:
 040210 SYS 90 \$424.97 LOAN PAYMENT BREAKDOWN PRINCIPA
 040210 SYS 90 AND INTEREST PAYMENT: \$790.03 +TOTAL ESCROW
 040210 SYS 90 PAYMENT: \$424.97 =TOTAL LOAN PAYMENT:
 040210 SYS 90 \$1,215.00 BORROWER INCENTIVE PAYMENT
 040210 SYS 90 BORROWER INCENTIVE PAYMENT AMOUNT: \$0.00
 040210 SYS 90
 040110 SYS 20571 ACCOUNT HAS FAILED TO MEET THE HAM PROGRAM
 040110 SYS 20571 CRITERIA FOR DOCUMENTS OR PAYMENTS AND IS BEING

040110 SYS 20571 REMOVED FROM PROGRAM, CONTINUE WITH BAU
 040110 SYS 20571 COLLECTION PROCESS. IF CUSTOMER DISPUTES RESULT,
 040110 SYS 20571 PLEASE ESCALATE TO MAU
 040110 SYS 90 09:37 20100401 MS=FILE REV MISS/INCMPL
 040110 SYS 90 09:37 20100401 144664 CH=FILE REV MISS/INCMPL
 040110 SYS 17058 17:24 VERIFIED RIGHT PARTY CONTACT.I WAS GIVING MO
 040110 SYS 17058 D # WHEN THE CALLER GOT DISCO.
 040110 SYS 17058 17:24 CALL WAS TRMD DUE TO: HANG UP
 040110 SYS 19552 17:42 CLIENT CALLED TO MAKE PAYMENT OF \$1226.53 VI
 040110 SYS 19552 A CHECK FOR TODAY WITH CONFIRMATION NUMBER 1
 040110 SYS 19552 5290463
 033110 SYS 20332 CASE(TYPE = 638) - CLOSED - CASE NUMBER 0065048475
 033110 SYS 90 16:33 MOS\JGARAND FILE SETUP/PROCESSING VERIFY 1
 033110 SYS 90 LIEN: YES NOT SECURITIZED NO PMI NO ACTIVE B
 033110 SYS 90 FORECLOSURE: N/A NO RATE RELIEF NO PRIOR MOD
 033110 SYS 90 CONVERSION CONFIRMED ESCROW LINES FOR TAXES AN
 033110 SYS 90 INSURANCE ARE ESTABLISHED (HOA IF APPLICABLE) 1
 033110 SYS 90 HOA DUES ARE \$300 PER YEAR. VESTING: BRODIE
 033110 SYS 90 TRICKEY AKA BRODIE MCCARY TRICKEY BPO OR AVM <
 033110 SYS 90 DAYS ON FILE THE FOLLOWING REQUIRED DOCS ARE IN
 033110 SYS 90 FILENET 1. TRI MERGE CBR < 60 DAYS
 033110 SYS 90
 033110 SYS 90 16:34 MOS\ JGARAND NEED ADDITIONAL INFORMATION FO
 033110 SYS 90 SUPPLEMENTAL MOD REVIEW TO BE FAXED TO (949)
 033110 SYS 90 266-9543. 1. NEED P&L FOR FIRST QUARTER OF 2010
 033110 SYS 90 HAND WRITTEN PAY STUBS AND QUICKBOOK SUMMARIES D
 033110 SYS 90 NOT SHOW YTD EARNINGS AND DEDUCTIONS.
 033110 SYS 90
 033110 SYS 90 16:35 MOS\JGARAND- SET UP/PROCESSING CALLED AND L
 033110 SYS 90 MESSAGE FOR BORROWER TO CALL ME BACK IN REGARDS
 033110 SYS 90 MISSING DOCS.
 033110 SYS 90
 032610 SYS 90 21:30 DOWNLOAD CLOSED ALL PRE-FORECLOSURE RECORDS
 032610 SYS 441 CASE(TYPE = 199) - CLOSED - CASE NUMBER 0065027435
 032610 SYS 90 10:56 HAM REVIEW: HAM CONVERSION TO SUPPLEMENTAL
 032610 SYS 90 MODIFICATION. CLOSED CASE 199. -TR72076

032410 DEF 90 21:30 LM COUNSELOR CHANGED FROM LM MOS HMP TO LM M
 032410 DEF 90 21:30 FAL BY JANINE ANGEL
 032310 LMT 10855 FILE NO LONGER WITH MOS DUE TO ADVERSE ACTION
 031710 LMT 28434 'GMI DATA FIELDS FURNISHED'
 031610 SYS 90 21:30 *****ACTIVE LOSS MITT SCRUB***** COUN
 031610 SYS 90 21:30 CODE = S22 DAYS PAST DUE = 135 UNAP
 031610 SYS 90 21:30 FUNDS = \$ 720.71 STATUS = HAM
 031610 SYS 90 21:30 IN PROGRESS STARTING ON (10/02 - 12/01) PLA
 031610 SYS 90 21:30 EXTENDED TILL 12/31/09, FOR \$1226.33, ALL TRIA
 031610 SYS 90 21:30 RECD, LOSSMIT IS WORKING IN THE ISSUE.GRACE P
 031610 SYS 90 21:30 EXPIRED LAST PAYMENT DATE = 03/05/10 NEED

031610 SYS 90 21:30 ESCALATION = NO WARNING CODE = 9 AC
 031610 SYS 90 21:30 WILL CONTINUE TO STAY IN SAME BUCKET
 030810 CBR 99999 ACCOUNT 120 DAYS PAST THE DUE DATE
 030810 CBR 99999 PAYING UNDER A PARTIAL/MODIFIED PAYMENT AGREEMENT
 030410 SYS 90 11:50 ***ACTIVE LOSS MITT SCRUB***
 030410 SYS 90 ----- COUNSELOR
 030410 SYS 90 CODE = S22 UNAPPLIED FUNDS = \$ 3341.91 LAST
 030410 SYS 90 PAYMENT DATE = 01/05/10 WARNING CODE = 9 DAYS
 030410 SYS 90 PAST DUE = 154 STATUS = HAM TRIAL PERIOD (STARTI
 030410 SYS 90 10/01-12/01) FOR \$1226.33, ADJUSTED END DATE
 030410 SYS 90 12/31/09, ALL TRAIL PAYMENTS RECEIVED, LOSSMIT
 030410 SYS 90 WORKING ON THE ISSUE NEED ESCALATION = NO
 030410 SYS 90 UPAPPLIED > 95% (OF P & I) ACCOUNT WILL CONTINUE
 030410 SYS 90 TO STAY IN THIS BUCKET
 030210 IPD 999 SPEEDPAY CONFIRMATION LETTER - 3/02/10
 030210 SYS 90 12:54 MVELEZ RECEIVED AND UPLOADED THE FOLLOWING
 030210 SYS 90 DOCUMENTS INTO FILENET ON 1/3/2010 -4506T
 030110 COL 29060 17:35 INCOMING CALL - CONTACT STATUS = "Y"
 030110 IPD 999 Demographics Change Letter - 3/01/10
 030110 CST 23684 BRODIE MCCARY TRICKEYTRNSFRD TO COLL TO MAKE PYMN
 030110 CST 23684 T
 030110 COL 29060 17:35 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 030110 COL 29060 NITORED OR RECD
 030110 COL 29060 17:37 PRIM BORR CELL PHONE 0000000000 CHNGD TO 843
 030110 COL 29060 2973006
 030110 COL 29060 17:44 CALLER: BRODIE MCCARY TRICKEY ADVISED TAD:
 030110 COL 29060 YES PROPERTY STATE: NO SPOUSAL STATE: YES
 030110 COL 29060 ACCOUNT HOLDER: YES (LOA/WRTTN/VRBAL): N/
 030110 COL 29060 A INCOME/EXPENSES: DDNT DISCUSS, ACCOUNT IS
 030110 COL 29060 ON A FORBEARANCE PLAN ARRANGEMNT.. DIS
 030110 COL 29060 CUSSED LOSS MIT: DDNT DISCUSS, ACCOUNT IS ON
 030110 COL 29060 A FORBEARANCE PLAN ARRANGEMNT.. ADVSD LC/C
 030110 COL 29060 BR: YES ADVSD REOCCRRNG: REFUSE METHOD:
 030110 COL 29060 OVER THE PHONE CHECK AMOUNT: 1226.33 DATE:
 030110 COL 29060 03/01/10 RFD: UNABLE TO DISCUSS, MAKING A
 030110 COL 29060 UPDATED PAYMNT ON THE ACCOUNT ON THE ARR
 030110 COL 29060 ANGE DATE.. REMAINNG BAL: N/A FUTUREPAY: N
 030110 COL 29060 O, FOR 04/01/10 FORBRNCE PAYMNT CON NUM: 15
 030110 COL 29060 066529
 022510 SYS 90 10:10 IDENTIFICATION:MOS/RNICHOLLS
 022510 SYS 90 INBOUND/OUTBOUND:INBOUND SPOKE WITH:TRICKEY,
 022510 SYS 90 BRODIE MCCARY VERIFICATION COMPLETED:YES MINI
 022510 SYS 90 MIRANDA GIVEN: YES BEST CONTACT NUMBER:(843)
 022510 SYS 90 297-3006 DETAILED EXPLANATION OF CALL:BORR
 022510 SYS 90 CALLED TO CHECK STATUS, ADVSD BORR BK STMTS AND
 022510 SYS 90 P&L WERE RECEIVED, ADVSD BORR 4506-T NEEDS CITI
 022510 SYS 90 INFO BORR GAVE VERBAL AUTH TO COMPLETE ADVSD BOR
 022510 SYS 90 TO CALL AND CHECK STATUS IN 5-7 DAYS MISSING
 022510 SYS 90 DOCUMENTS:, 4506-T DATE DOCUMENTS WERE SENT:
 022510 SYS 90 2-25-10 DOCUMENTS TO BE SENT TO: 804-955-1092
 022510 SYS 90 4506-T LINES VERBALLY COMPLETED:N/A NEXT STEPS:
 022510 SYS 90 ONCE DOCS ARE RECIEVED AND REVIEWED FILE WILL BE
 022510 SYS 90 SENT TO CITI FOR PROCESSING CONCLUSION/TRANSFER
 022510 SYS 90 SCRIPT GIVEN:YES
 022510 SYS 90
 022510 SYS 9003 CALLED BORROWER WORK PHONE ON 02/24/2010 8:35PM.
 022510 SYS 9003 LEFT MESSAGE ON VOICE MAIL
 022210 SYS 9003 PLEASE CALL MOS AT (866) 413-4560 | CALLED

022210 SYS 9003 BORROWER WORK PHONE ON 02/19/2010 8:21PM. LEFT
 022210 SYS 9003 MESSAGE ON VOICE MAIL
 021010 SYS 90 11:31 *****ACTIVE LOSS MITT SCRUB***** COUNSEL
 021010 SYS 90 CODE = S22 UNAPPLIED FUNDS = \$2115.58 LAST
 021010 SYS 90 PAYMENT DATE = 01/05/10 WARNING CODE = 9 DAYS
 021010 SYS 90 PAST DUE = 132 STATUS = UNAPPLD FUNDS MORE THAN
 021010 SYS 90 95% THAN PITI ... HAM PLAN STARTING FROM 10/01/0
 021010 SYS 90 ENDING 12/01/09 FOR \$1226.33 ... ADJUSTED END
 021010 SYS 90 DATE: 12/31/09 ... ALL TRIAL PAYMENTS RECVD ...
 021010 SYS 90 LOSS MITT IS WORKING ON THIS ACCOUNT ... GRACE
 021010 SYS 90 PERIOD EXPIRED NEED ESCALATION = NO ACCOUNT
 021010 SYS 90 WILL CONTINUE TO STAY IN THIS BUCKET
 021010 SYS 90
 020810 CBR 99999 ACCOUNT 120 DAYS PAST THE DUE DATE
 020810 CBR 99999 PAYING UNDER A PARTIAL/MODIFIED PAYMENT AGREEMENT
 020510 LMT 10855 EMAIL SENT TO CLIENT REGARDING MISSING/INCOMPLETE
 020510 LMT 10855 DOCUMENTATION FOR TPP PACKAGE. PLEASE CALL MOS AT
 020510 LMT 10855 1 866-413-4560.
 020410 LMT 10855 TEXT MESSAGE SENT TO CLIENT REGARDING
 020410 LMT 10855 MISSING/INCOMPLETE DOCUMENTATION FOR TPP PACKAGE.
 020410 LMT 10855 PLEASE CALL MOS AT 1-866-413-4560.
 020410 COL 9003 PLEASE CALL MOS AT (866) 413-4560 | CALLED
 020410 COL 9003 BORROWER HOME PHONE ON 02/03/2010 3:01PM.
 020410 COL 9003 DISCONNECTED OR NOT IN SERVICE
 020310 SYS 999 00:00 FINAL FB INSTALLMENT RCVD, ACCT NOT CURRENT
 020310 SYS 999 00:00 F/B PAID THRU DATE: 12/01/09
 020210 IPD 999 BROKEN PROMISE LETTER - 2/02/10
 020110 COL 9003 PLEASE CALL MOS AT (866) 413-4560 | CALLED
 020110 COL 9003 BORROWER HOME PHONE ON 01/29/2010 12:39PM. BUSY
 020110 LMT 10855 HAMP ADDITIONAL DOCUMENTATION REQUIRED FOR TPP
 020110 LMT 10855 PACKAGE LETTER MAILED. PLEASE CALL MOS AT
 020110 LMT 10855 1 866-413-4560.
 020110 ANA 9232 SHORTAGE VALID, LOAN DELINQUENT
 020110 ANA 9232 SHORTAGE VALID DUE TO CONTINUED SHORTAGE FROM
 020110 ANA 9232 A RECENT ANALYSIS
 020110 ANA 9232 SHORTAGE VAILD DUE TO A TAX, HAZARD OR MIP/PMI
 020110 ANA 9232 DUE DATE ISSUE
 020110 ANA 9232 SHORTAGE VALID DUE TO A TAX, HAZARD OR MIP
 020110 ANA 9232 AMOUNT CHANGE
 020110 CSH 301 19:32 SPDPY N000003519-20100201- 1226.33-14844667
 020110 CSH 301 PRV PROMISE 20100201 CUR PROMISE 20100202
 020110 CSH 301 AGENT MR758 SRC D BLLMTH FEE .00
 020110 CST 30488 19:33 BRWR CI TO MAKE SPDPY/ PROCESSED WITHSPHD
 012910 LMT 10855 LAST NOTICE SENT DOCS REQUIRED
 012810 LMT 10855 1Z20501V1341611380 LN LETTER SENT AND EXPIRES ON
 012810 LMT 10855 02-26-10.
 012810 LMT 10855 1Z20501V8441956161 LN LETTER SENT AND EXPIRES ON
 012810 LMT 10855 02-26-10.
 012810 COL 10082 11:00 Y-TR LMM
 012510 COL 9003 ADDRESS AND PHONE # ON LINE 5. - MUST CHECK BOX
 012510 COL 9003 6C. LIQUID ASSETS INCOMPLETE: - NEED ALL PGS
 012510 COL 9003 FRONT AND BACK) OF MOST RECENT BANK STATEMENT TO
 012510 COL 9003 COVER 30 DAYS (1 MONTH). - MUST SHOW BORROWER S
 012510 COL 9003 NAME AND ADDRESS. - CANNOT BE AN ACCOUNT
 012510 COL 9003 SUMMARY. - MUST SHOW THE NAME AND LOGO OF THE
 012510 COL 9003 BANKING INSTITUTION.
 012510 COL 9003 PLEASE CALL MOS AT (866) 413-4560 | MOS/DAW:
 012510 COL 9003 RE-REVIEWED HAM PACKAGE UPLOADED TO FILE NET.
 012510 COL 9003 MISSING ITEMS INCLUDE: NEED PROOF OF ALL INCOME
 012510 COL 9003 USED TO QUALIFY FOR HAM: - NEED 2 MOST RECENT

012510 COL 9003 PAYCHECK STUBS. MUST INCLUDE YTD EARNINGS AND
 012510 COL 9003 EMPLOYER INFORMATION. IF STUBS NOT AVAILABLE, WE
 012510 COL 9003 NEED LOE FROM EMPLOYER ON COMPANY LETTERHEAD
 012510 COL 9003 REGARDING YTD EARNINGS. 4506T SCANNED IN ON
 012210 SYS 9003 1 8/09 IS INCOMPLETE: - MISSING CITI MORTGAGE
 012210 SYS 90 10:44 MOS/DAW: RE-REVIEWED HAM PACKAGE UPLOADED TO
 012210 SYS 90 NET. MISSING ITEMS INCLUDE: NEED PROOF OF ALL
 012210 SYS 90 INCOME USED TO QUALIFY FOR HAM: - NEED 2 MOST
 012210 SYS 90 RECENT PAYCHECK STUBS. MUST INCLUDE YTD EARNING
 012210 SYS 90 AND EMPLOYER INFORMATION. IF STUBS NOT AVAILABL
 012210 SYS 90 WE NEED LOE FROM EMPLOYER ON COMPANY LETTERHEAD
 012210 SYS 90 REGARDING YTD EARNINGS. 4506T SCANNED IN ON
 012210 SYS 90 1/8/09 IS INCOMPLETE: - MISSING CITI MORTGAGE
 012210 SYS 90 ADDRESS AND PHONE # ON LINE 5. - MUST CHECK B
 012210 SYS 90 6C. LIQUID ASSETS INCOMPLETE: - NEED ALL P
 012210 SYS 90 (FRONT AND BACK) OF MOST RECENT BANK STATEMENT T
 012210 SYS 90 COVER 30 DAYS (1 MONTH). - MUST SHOW BORROWER
 012210 SYS 90 NAME AND ADDRESS. - CANNOT BE AN ACCOUNT
 012210 SYS 90 SUMMARY. - MUST SHOW THE NAME AND LOGO OF THE
 012210 SYS 90 BANKING INSTITUTION.
 011410 SYS 90 15:22 IDENTIFICATION: MOS/DHAMMOND INBOUND/OUTBOU
 011410 SYS 90 CALL: INBOUND SPOKE WITH: BRODIE TRICKEY
 011410 SYS 90 VERIFICATION COMPLETED: YES MINI-MIRANDA
 011410 SYS 90 GIVEN:N/A (OUTBOUND AND VAROLLI CALLS, YES) BES
 011410 SYS 90 CONTACT NUMBER: 843 297 3006 MISSING DOCUMENTS
 011410 SYS 90 - WENT OVER DOCS IN DETAIL TO FAX TO
 011410 SYS 90 866-437-1319, P & L, BANK STATEMENT DOCUMENTS SEN
 011410 SYS 90 TO: 4506T LINES VERBALLY COMPLETED: YES NEXT
 011410 SYS 90 STEPS: ONCE DOCS ARE RECEIVED AND REVIEWED FILE
 011410 SYS 90 WILL BE SENT TO CITI FOR UNDERWRITING.
 011410 SYS 90 CONCLUSION/TRANSFER SCRIPT GIVEN: YES
 011310 SYS 9003 PLEASE CALL MOS AT (866) 413-4560 | CALLED
 011310 SYS 9003 BORROWER HOME PHONE ON 01/12/2010 1:24PM. LEFT
 011310 SYS 9003 MESSAGE ON VOICE MAIL
 010710 CBR 999999 PAYING UNDER A PARTIAL/MODIFIED PAYMENT AGREEMENT
 010710 CBR 10511 FORCED CURRENT CBR - HAM
 010610 SYS 90 09:15 LM 4506T NOT EXECUTABLE 4506T EXPIRED
 010610 SYS 90
 010510 SYS 999 00:00 FINAL FB INSTALLMENT RCVD, ACCT NOT CURRENT
 010510 SYS 999 00:00 F/B PAID THRU DATE: 12/01/09
 010410 SYS 999 00:00 FINAL FB INSTALLMENT RCVD; ACCT NOT CURRENT
 010410 SYS 999 00:00 F/B PAID THRU DATE: 12/01/09
 010410 IPD 999 BROKEN PROMISE LETTER - 1/04/10
 010110 CSH 301 20:31 SPDPY N000000110-20100101- 1226.33-14610375
 010110 CSH 301 PRV PROMISE CUR PROMISE 20100104
 010110 CSH 301 AGENT HB906 SRC D BLTMTH FEE .00
 010110 CST 24833 20:31 Bwrer called into make the payment for the
 010110 CST 24833 account. Took the payment for the HAM amnt.
 010110 CST 24833 Bwrer did not have the check so he asked me
 010110 CST 24833 to use todays date. Confirmed with the bwrer
 010110 CST 24833 if that was OK with his bank. He said that
 010110 CST 24833 is fine.
 122909 SYS 1621 08:16 FINAL FB INSTALLMENT RCVD, ACCT NOT CURRENT
 122909 SYS 1621 08:16 F/B PAID THRU DATE: 12/01/09
 122909 COL 1621 08:16 Y-TR LMM
 122809 SYS 90 10:23 IDENTIFICATION: MOS/LM COTMAN INBOUND/OUTBO
 122809 SYS 90 CALL: INBOUND SPOKE WITH: TRICKEY, BRODIE
 122809 SYS 90 MCCARY VERIFICATION COMPLETED: YES MINI-MIRAN

122809 SYS 90 GIVEN: YES BEST CONTACT NUMBER: (843) 297-3006
 122809 SYS 90 DETAILED EXPLANATION OF CALL: CLIENT STATED THAT
 122809 SYS 90 HE WILL FAX ADDITIONAL DOCS TODAY 12-28-09.
 122809 SYS 90 MISSING DOCUMENTS: 4506, BANK STATEMENT, PROOF O
 122809 SYS 90 INCOME DATE DOCUMENTS WERE SENT: 12-28-09
 122809 SYS 90 DOCUMENTS SENT TO: VA TEAM 2 4506T LINES VERBAL
 122809 SYS 90 COMPLETED: N/A NEXT STEPS: ONCE DOCS ARE
 122809 SYS 90 RECEIVED AND REVIEWED FILE WILL BE SENT TO CITI
 122809 SYS 90 FOR PROCESSING CONCLUSION/TRANSFER SCRIPT GIVEN
 122809 SYS 90 YES
 122809 SYS 90
 120709 CBR 99999 PAYING UNDER A PARTIAL/MODIFIED PAYMENT AGREEMENT
 120709 CBR 10511 FORCED CURRENT CBR - HAM
 120709 CSH 655 PAYMENT APPLIED 12/03/2009 IS HAM TRIAL PAYMENT
 120709 PRI 655 FROM UNAPPLIED.
 120109 SYS 29791 19:40 FINAL FB INSTALLMENT RCVD, ACCT NOT CURRENT
 120109 SYS 29791 19:40 F/B PAID THRU DATE: 12/01/09
 120109 COL 29791 19:40 INCOMING CALL - CONTACT STATUS = "Y"
 120109 COL 29791 19:37 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 120109 COL 29791 19:37 NITORED OR RECD
 120109 COL 29791 19:37 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 120109 COL 29791 19:37 NITORED OR RECD
 120109 COL 29791 19:40 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 120109 COL 29791 19:40 NITORED OR RECD
 120109 CSH 301 19:45 SPDPY N000120109-20091201- 1226.33-14395879
 120109 CSH 301 19:45 PRV PROMISE 20091201 CUR PROMISE 20091202
 120109 CSH 301 19:45 AGENT EF622 SRC D BLTMTH FEE 20.00
 120109 COL 29791 19:48 S.W TRICKEY PAID 1226.33 PLUS 20.00 S/C VR
 120109 COL 29791 19:48 Y ALL DEMOS COULD NOT FINISH DOCUMENTING ON
 120109 COL 29791 19:48 THE COLLECTION SIDE DUE SYTEM ISSUES . THE
 120109 COL 29791 19:48 APPLICATION ENCOUNTERED AN UNEXPECTED ERROR.
 120109 COL 29791 19:48 PLEASE CLICK HERE TO GO BACK TO THE
 120109 COL 29791 19:48 PREVIOUS PAGE. JAVA.LANG.EXCEPTION: OR
 120109 COL 29791 19:48 G.SPRINGFRAMEWORK.JDBC.UNCATEGORIZEDSQLEXCEP
 120109 COL 29791 19:48 TION: CALLABLESTATEMENTCALLBACK; UNCATEGORIZ
 120109 COL 29791 19:48 ED SQLEXCEPTION FOR SQL {CALL SPDRI CITI LM
 120109 COL 29791 19:48 WEB(?)}; SQL STATE HY000 ; ERROR CODE 17
 120109 COL 29791 19:48 0 ; MICROSOFT SQLSERVER 2000 DRIVER FOR JD
 120109 COL 29791 19:48 BC SQLSERVER LINE 1: INCORRECT SYNTAX NEAR
 120109 COL 29791 19:48 '*'; NESTED EXCEPTION IS JAVA.SQL.SQLEXCEPT
 120109 COL 29791 19:48 ION: MICROSOFT SQLSERVER 2000 DRIVER FOR J
 120109 COL 29791 19:48 DBC SQLSERVER LINE 1: INCORRECT SYNTAX NEAR
 120109 COL 29791 19:48 '*'. COM.CITIGROUP.REL.COLLECTION.DOMA
 120109 COL 29791 19:48 IN.EXCEPTION.COLLECTIONSAPPEXCEPTION: JAVA.L
 120109 COL 29791 19:48 ANG.EXCEPTION: ORG.SPRINGFRAMEWORK.JDBC.UNCA
 120109 COL 29791 19:48 TEGORIZEDSQLEXCEPTION: CALLABLESTATEMENTCALL
 120109 COL 29791 19:48 BACK; UNCATEGORIZED SQLEXCEPTION FOR SQL {C
 120109 COL 29791 19:48 ALL SPDRI CITI LM WEB(?)}; SQL STATE HY000
 120109 COL 29791 19:48 ; ERROR CODE 170 ; MICROSOFT SQLSERVER 2
 120109 COL 29791 19:48 000 DRIVER FOR JDBC SQLSERVER LINE 1: INCOR
 120109 COL 29791 19:48 RECT SYNTAX NEAR '*'; NESTED EXCEPTION IS J
 120109 COL 29791 19:48 AVA.SQL.SQLEXCEPTION: MICROSOFT SQLSERVER
 120109 COL 29791 19:48 2000 DRIVER FOR JDBC SQLSERVER LINE 1: INCO
 120109 COL 29791 19:48 RRECT SYNTAX NEAR '*'. COM.CITIGROUP.REL
 120109 COL 29791 19:48 .COLLECTION.SERVICE.IMPL.LOSSMITSERVICE.GETL
 120109 COL 29791 19:48 OSSMITINFO(LOSSMITSERVICE.JAVA:31) COM.CIT
 120109 COL 29791 19:48 IGROUP.REL.COLLECTION.WEB.CONTROLLERS.COLLEC
 120109 COL 29791 19:49 CALL WAS TRMD DUE TO: HANG UP
 112309 SYS 90 16:09 IDENTIFICATION: MOS/LMHILL INBOUND/OUTBOUND
 112309 SYS 90 16:09 CALL:INBOUND SPOKE WITH:BRODIE TRICKEY

112309 SYS 90 16:09 VERIFICATION COMPLETED: YES MINI-MIRANDA
 112309 SYS 90 16:09 GIVEN: N/A BEST CONTACT NUMBER: 8432973006
 112309 SYS 90 16:09 DETAILED EXPLANATION OF CALL: ADV CLIENT OF
 112309 SYS 90 16:09 MISSING/INCOMPLETE DOCUMENTS. CLIENT ADV THA
 112309 SYS 90 16:09 SPOKE WITH VALERIE AND HE WOULD LIKE FOR HE
 112309 SYS 90 16:09 CALL HIM BACK AT 843 297 3006. ADV CLIENT WO
 112309 SYS 90 16:09 SEND EMAIL REQUEST. MISSING/INCOMPLETE
 112309 SYS 90 16:09 DOCUMENTS: N/A DATE DOCUMENTS WERE SENT: N/A
 112309 SYS 90 16:09 DOCUMENTS SENT TO: N/A 4506T LINES VERBALLY
 112309 SYS 90 16:09 COMPLETED: N/A NEXT STEPS: ONCE DOCS ARE REC
 112309 SYS 90 16:09 AND REVIEWED FILE WILL BE SENT TO CITI FOR
 112309 SYS 90 16:09 PROCESSING. CONCLUSION/TRANSFER SCRIPT GIVE
 111409 SYS 90 16:09
 111409 SYS 90 08:49 IDENTIFICATION: MOS/VCUNNINGHAM INBOUND/OUT
 111409 SYS 90 08:49 CALL: INBOUND SPOKE WITH: MR. TRICKEY
 111409 SYS 90 08:49 MINI-MIRANDA GIVEN: N/A BEST CONTACT NUMBER
 111409 SYS 90 08:49 843-297-3006 DETAILED EXPLANATION OF CALL:
 111409 SYS 90 08:49 CUSTOMER CALLED TO CHECK ON FILE, BORR WILL
 111409 SYS 90 08:49 SIGNED COPIES OF 08 TAXES, P&L STATEMENT ALT
 111409 SYS 90 08:49 BORROWER IS NOT SELF-EMPLOYED HE IS A 1099
 111409 SYS 90 08:49 EMPLOYEE HE WILL GET A EARNINGS STATEMENT. O
 111409 SYS 90 08:49 MONTH FULL BANK STATEMENT. DOCUMENTS WERE S
 111409 SYS 90 08:49 N/A DOCUMENTS SENT TO: FILENET 866-437-1319
 111409 SYS 90 08:49 4506T LINES VERBALLY COMPLETED: N/A NEXT S
 111409 SYS 90 08:49 WAITING FOR TRAILING DOCS CONCLUSION/TRANSF
 111309 SYS 10855 PLEASE CALL MOS AT (866) 413-4560 | CALLED
 111309 SYS 10855 BORROWER HOME PHONE ON 11/12/2009 5:36PM. LEFT
 111309 SYS 10855 MESSAGE ON VOICE MAIL
 111209 SYS 10855 PLEASE CALL MOS AT (866) 413-4560 | CALLED
 111209 SYS 10855 BORROWER WORK PHONE ON 11/11/2009 12:11PM. LEFT
 111209 SYS 10855 MESSAGE ON VOICE MAIL
 111109 LMT 10855 EMAIL SENT TO CLIENT REGARDING MISSING/INCOMPLETE
 111109 LMT 10855 DOCUMENTATION FOR TPP PACKAGE. PLEASE CALL MOS AT
 111109 LMT 10855 1 866-413-4560.
 111109 LMT 10855 HAMP ADDITIONAL DOCUMENTATION REQUIRED FOR TPP
 111109 LMT 10855 PACKAGE LETTER MAILED. PLEASE CALL MOS AT
 111109 LMT 10855 1 866-413-4560.
 111109 LMT 10855 TEXT MESSAGE SENT TO CLIENT REGARDING
 111109 LMT 10855 MISSING/INCOMPLETE DOCUMENTATION FOR TPP PACKAGE.
 111109 LMT 10855 PLEASE CALL MOS AT 1-866-413-4560.
 111009 SYS 98 23:32 00098 EXT BPO 11/09/09 AS IS 212,000
 110609 CBR 10511 FORCED CURRENT CBR - HAM
 110309 IPD 999 SPEEDPAY CONFIRMATION LETTER - 11/03/09
 110209 SYS 90 12:48 MOS-SCRESPO DOC REVIEW MISSING OR INCOMPLE
 110209 SYS 90 12:48 BORROWER STATES HE IS A CONTRACTOR NEED BORR
 110209 SYS 90 12:48 TO SUBMIT 1099 AND SUBMIT A PROFIT AND LOSS.
 110209 SYS 90 12:48 2007 TAXES BORROWER MUST SIGN AND DATE AND A
 110209 SYS 90 12:48 SCHEDULES FILLED IN 2008. " NEED RUNNING BA
 110209 SYS 90 12:48 STATEMENT FROM BANK TO COVER 30 DAYS SHOW NA
 110209 SYS 90 12:48 BORROWER NAME OF FINANCIAL INSTITUTION AND A
 110209 SYS 90 12:48 PAGES MUST BE INCLUDED EVEN IF PAGE IS LEFT
 110209 SYS 90 12:48 BLANK. ASSIGNED TO CALL CENTER.
 110209 SYS 0 20091102 109124 CH=4506 - T
 110209 SYS 0 20091102 109124 CH=HARDSHIP AFFIDAVIT
 103009 COL 24900 18:23 TT: BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 103009 COL 24900 18:23 NITORED OR RECD
 103009 COL 24900 18:28 BRW CALLNI TO MAKE A PAYMENT USING CK ADVS O
 103009 COL 24900 18:28 F 20 DOLLAR FEES CONF NUMBER IS 6637269

103009 CST 14495 BRODIE MCCARY TRICKEY // PAYMENT
 103009 CST 14495 CALED IN REG TO MAKE PAYMENT OVER THE PHONE TRANS
 103009 CST 14495 FER TO LOSS MITIGATION
 103009 COL 24900 18:23 INCOMING CALL - CONTACT STATUS = "Y"
 101909 SYS 90 11:49 3 D - RECEIVED, COUNS CD S-22, , , , TR
 101909 SYS 90 11:49 P. PLAN, TRIAL P. PLAN 2, , , , HARDS
 101909 SYS 90 11:49 AFFIDAVIT FRM, IRS 4506-T, 2008 FED TAX RT
 101909 SYS 90 11:49, , , , HOMEOWNER'S INS., PROPERTY TAX
 101909 SYS 90 11:49 BANK STATEMENT/OTHER DOCS, , , , ,
 101909 SYS 90 11:49 20091019 MS=DOC DUE DATE
 101909 SYS 90 11:49 20091019 109124 CH=DOC DUE DATE
 100809 SYS 90 08:54 FAR COMPLETED RESULT - PASS DAYS PAST DUE
 100809 SYS 90 08:54 BREACH LETTER EXPIRED ON - 08/31/09 PAID TO
 100809 SYS 90 08:54 CHANGED, HENCE REQUIRED NEW BREACH. HAM NOT
 100809 SYS 90 08:54 ACCOUNT ELIGIBLE FOR HAM LETTER AS UPB IS
 100809 SYS 90 08:54 254608.02 AND NO. OF UNITS ARE 1 PURPOSE CO
 100809 SYS 90 08:54 LIEN POSITION 1ST - VERIFIED FROM TRS 889992
 100809 SYS 90 08:54 1 PROMISE TO PAY - 11/01/09 - \$ 1226.33
 100809 SYS 90 08:54 UNAPPLIED FUNDS- \$ 2452.66 > 95% OF P&I.
 100809 SYS 90 08:54 CANNOT APPROVE FOR FORECLOSURE AS ACTIVE
 100809 SYS 90 08:54 FORBEARANCE, TRANSFERRING TO PF 957 CHANG
 100809 SYS 90 08:54 AUDIT FLAG FROM 00 TO 18 TO 94

100809 DEF 90 21:30 PF COUNSELOR CHANGED FROM PF201 TO PF957 BY
 100809 DEF 90 21:30 WILFRED FERNANS
 100709 IPD 999 Demographics Change Letter - 10/07/09
 100709 COL 32499 13:27 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 100709 COL 32499 13:27 NITORED OR RECD
 100709 COL 32499 13:31 CLIENT CLLD IN AND ADV THAT HE IS MAILING CO
 100709 COL 32499 13:31 PY OF HOMEOWNERS INSURANCE POLICY TOMORROW B
 100709 COL 32499 13:31 Y UPS
 100709 COL 32499 13:32 CALL WAS TRMD DUE TO: HANG UP
 100709 CSR 10511 FORCED CURRENT CBR - HAM
 100709 COL 32499 13:27 INCOMING CALL - CONTACT STATUS = "Y"
 100709 CSR 10511 CBR = SPECIAL HANDLING, TILL 1ST TRIAL PYMT DUE
 100209 IPD 999 SPEEDPAY CONFIRMATION LETTER - 10/02/09
 100209 IPD 999 BROKEN PROMISE LETTER - 10/02/09
 092909 IVR 854 IVR CAPTURED ANI 843-693-6300
 092909 CSH 301 13:29 SPDPY N000092909-20091001- 1226.33-13942346
 092909 CSH 301 13:29 PRV PROMISE 20091001 CUR PROMISE 20091002
 092909 CSH 301 13:29 AGENT AR406 SRC D BLLMTH FEE .00
 092909 COL 27106 13:31 T: BRR AND VERIFIED INFO, CUST WILL MAIL THE
 092909 COL 27106 13:31 LOAN MOD DOC BY10/6/2009 AND MADE A PMT FOR
 092909 COL 27106 13:31 \$1226.33 W CONF #13942346 AND NO FEE
 092909 COL 27106 13:31 CALL WAS TRMD DUE TO: HANG UP
 092509 INS 999 BUT AGT STATE NOT FINISHED WRITTING POL, SO WILL
 092509 INS 999 FAX; WIND INCLUDED CHANGE; GAVE MTG CLAUSE AND
 092509 INS 999 GAVE GENERAL FAX FOR EOI; OFFERED VERBAL UPDATE,
 092509 INS 999 ID-AGT LAWTON JACKSON/843-375-0200/INSURANCE
 092509 INS 999 SOLUTIONS CI REGARDING POL
 092109 LMT 27222 BRR/ INQUIRE ABOUT TIMEFRAME TO RETURN
 092109 LMT 27222 PAPERWORK/ ADVISED ACCORDING TO DOCS DUE
 092109 LMT 27222 ON 10/01/09.
 091609 COL 29485 16:56 INCOMING CALL - CONTACT STATUS = "Y"
 091609 ANA 10091 HAM LOAN INITIAL ESCROW ANALYSIS DONE
 091609 SYS 10091 CASE(TYPE = 582) - CLOSED - CASE NUMBER 0060587708
 091609 COL 29485 09/16/09 STAT: REPAYMENT

031109 COL 22028 08:35 CALL WAS TRMD DUE TO: HANG UP
 031009 COL 25277 13:46 INCOMING CALL - CONTACT STATUS = "Y"
 031009 COL 25277 90/31/10 CONT: FIRST CONTACT ESTABLISHED
 031009 COL 25277 13:46 TT: BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 031009 COL 25277 13:46 NITORED OR RECD
 031009 COL 25277 13:48 VAP ADDRESS HM @ WRK # SS# VF M/M ACCT CURRT
 030909 COL 22837 07:23 RECVD SIGNED AND VALID AGREEMENT, REFERRED T
 030909 COL 22837 07:23 O MAU FOR REVIEW
 030909 COL 22153 17:12 MAU-FORWARD EXT TO DEFAULT AUDIT WITH EXT TE
 030909 COL 22153 17:12 RMS, RFD-CM WSNT PAID FOR SEVERAL MONTHS DUE
 030909 COL 22153 17:12 TO BUSINESS RESTRUCTURE, IS NOW GETTING PAID
 030909 COL 22153 17:12 BACK TO NORMAL HOURS ISSUE RESOVLED QUAL PA
 030909 COL 22153 17:12 YMNT 2/27/09 AND 1/30/09 COMPLETES FULL PAYM
 030909 COL 22153 17:12 NT, CSU UPDATED FORWARD TO DALLAS NO PRIOR E
 030609 COL 17064 11:00 INCOMING CALL - CONTACT STATUS = "Y"
 030609 COL 17064 11:00 TT: BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 030609 COL 17064 11:00 NITORED OR RECD
 030609 COL 17064 11:06 IB CALL FORM BRODIE DEMOS; TAD; SSN; MM GIVEN T
 030609 PRI 17064 11:06 O. BORROWER IS ADAMANT IN WANTING TO SW POLLY
 030609 PRI 17064 11:06 ONLY AT #52265; NOT AVAILABLE WANTS AIMMEE A
 030609 PRI 17064 11:06 T #55231 LINE IS BUSY..SEZ WANTS WLL CB..TON
 030609 PRI 17064 11:06 Y
 030609 COL 25360 11:15 IBC TT MR. CLLD IN ABT EXT, WAS DENIED BCSE
 030609 COL 25360 11:15 QUAL PMT DDNT PST UNTL 2/27
 030509 COL 20653 15:03 N-T3RD #NA
 030409 IPD 999 60 DAY LETTER - 3/04/09
 030409 COL 20473 12:56 N-T3RD #NA
 030309 SYS 999 00:00 PROMISE DATE 03/02/09 PURGED
 030309 CST 5911 CUST CI FOR THE STATUS OF THE EXTENSION AGREEMENT.
 030309 CST 5911 .BXM
 030309 COL 13741 12:15 IB TT APP DEMO WAS CLING IN ABOUT EXT...ADV
 030309 COL 13741 12:15 D THT DONT KNOW WHY WASNT DONE ALL INFO WAS
 030309 COL 13741 12:15 DONE CORRECT...EMAILED REP TO SEE IF SHE ST
 030309 COL 13741 12:15 ILL HAVE EXT ARGMNT AND APP WANTS HER TO CLL
 030309 COL 13741 12:15 HIM...ADVD THT IF WE HAVE EXT ARGMNT WE CAN
 030309 COL 13741 12:15 RESUBMIT EXT AGAIN ...
 030309 COL 13741 12:18 CALL WAS TRMD DUE TO: HANG UP
 030309 COL 20076 17:27 N-T3RD #NA
 030209 IPD 999 BROKEN PROMISE LETTER - 3/02/09
 030109 COL 777 16:42 Ans Machine - Left Message
 022709 COL 19881 14:34 N-TPOE NA
 022709 COL 26198 16:51 N-TR NA

022709 SYS 13726 17:40 ENTERED CASE # TO HAVE UNAPPLIED FUNDS POST
 022709 CSR 16400 \$2787.65 MOVED FROM UF TO JAN.09 RP 02/27

022609 COL 16471 MARKETING LETTER SENT VIA OVERNIGHT MAIL 2/23
 022609 COL 16471 /09
 022609 COL 23610 07:31 N-TPOE NA
 022609 PRI 18168 08:18 RECVD EXT AGRMNT FRWRD TO CMI ESCAL VIA EMAI
 022609 PRI 18168 08:18 L
 022609 COL 22396 09:20 N-TPOE NA
 022609 COL 26068 11:18 ***EXT CLERK*** REC SIGNED EXT AGREEMENT, FR
 022609 COL 26068 11:18 WD TO MAU FOR PROCESSING***EXT CLERK***
 022609 COL 23616 15:15 N-TPOE NA
 022609 COL 7468 MAU REVIEWED AND DECLINED EXT NEEDS QUALIFYING PMT
 022609 COL 18168 15:29 **RECVD EXT BACK AS "NEED ANOTHER PYMTN) THE
 022609 COL 18168 15:29 QUAL PYMTNS ARE IN PRIORITY NT 2/25, FULL P

022609 COL 18168 15:29 YMNT ON 12/31 AND 1400 RECVD 1/31 AND REMAIN
 022609 COL 18168 15:29 DER SET FOR 2/27 \$1387.65 //RE-SENT THE EXT
 022609 COL 18168 15:29 REQ TO CMI ESCAL VIA EMAIL /CC MANGER, A.JOH
 022609 COL 18168 15:29 NSON X55231
 022509 COL 25713 15:30 INCOMING CALL - CONTACT STATUS = "Y"
 022509 COL 777 23:00 02/25/09 RFD: REDCD INC-JOB TRANSFR/CHG
 022509 IPD 999 Demographics Change Letter - 2/25/09
 022509 IPD 999 EXTENSION AGREEMENT - 2/25/09
 022509 COL 19557 07:42 BRWR STATES RECEIVED LETTER AND STATES HE IS
 022509 COL 19557 07:42 ON A F/B PLAN. AWARE CREDIT WILL STILL BE A
 022509 COL 19557 07:42 FFFECTED.
 022509 COL 19557 07:51 ADV MR 1400 PER MONTH WILL NOT GET HIM CAUGH
 022509 COL 19557 07:51 T UP COS PAYMENT IS 2787.68. MR UNDERSTOOD.
 022509 COL 19557 07:51 ADV IS PAYING LESS THAN FULL PAYMENT. RFD M
 022509 COL 19557 07:51 ARKERT IS SLOW. ADV TO TRY MOD.
 022509 COL 18168 08:24 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 022509 COL 18168 08:24 NITORED OR RECD
 022509 COL 18168 08:32 RFD:JOB TRAN/CHG
 022509 COL 18168 08:32 ADV CUST OF POSSIBLE LC ASSMNT OR NEG CBR.
 022509 COL 18168 08:32 BORROWER HAS BEEN ADVISED OF SPEEDPAY FEES
 022509 COL 18168 08:32 CALLER'S ATTITUDE WAS COOPERATIVE
 022509 COL 18168 08:32 PTP AMT: \$2,787.65/ MTHD: PHONEPAY/ DT PMT E
 022509 COL 18168 08:32 XPCTD: 03/02/2009
 022509 COL 22405 08:35 N-TPOE NA
 022509 COL 18168 08:35 INC AND EXP UPDTD -- TOTAL INC \$6,000.00, TO
 022509 COL 18168 08:35 TAL EXP \$4,285.65, SURPLUS \$1,714.35
 022509 COL 18168 08:39 IBC FROM MR - VERY UPSET ABOUT WHATS HAPPENE
 022509 COL 18168 08:39 D TO THE ACCNT, HE REPEATEDLY TRIED FOR EXT
 022509 COL 18168 08:39 DUE TO BIZ RESTRUCTURE AND CHANGES THAT CAUS
 022509 COL 18168 08:39 ED HIM TO RECV LITTLE OR NO MONEY FOR SEVERA
 022509 COL 18168 08:39 L MNTHS, THE ISSUE WAS RESLVED AND THE RE-ST
 022509 COL 18168 08:39 RUCTURE COMPLT - MR NOW NETS 1 K A WEEK AND
 022509 COL 18168 08:39 IN JAN AND FEB NEEDED TO GET CAUGHT UP W/ EV
 022509 COL 18168 08:39 ERYTHING- WAS TOLD IN JAN SINCE EXT DID NOT
 022509 COL 18168 08:39 GO THRU THAT MORTITORIUM WLD BE BEST AND NT
 022509 COL 18168 08:39 AFFECT HIS CREDIT ..ADVSD MR THE ONLY REASON
 022509 COL 18168 08:39 EXT DENIED ON 1/31 BECAUSE THE RESOLUTION O
 022509 COL 18168 08:39 F HIM NOWE DRAWING A PYCK EACH WEEK WAS NOT
 022509 COL 18168 08:39 NOTATED, OFFERED TO RER-APPLY W/ NEW QUAL PY
 022509 COL 18168 08:39 MNT , STILL HAS 12/31 & MD 1400.00 THIS MNTH
 022509 COL 18168 08:39 , ADVISED WILL NEED REMAINDER 1387.65, MR AG
 022509 COL 18168 08:39 REED TO PYDAY THIS FRI 2/27 TO MAKE DIFFRENC
 022509 COL 18168 08:39 E OF JAN PYMNT 1387.65 ACH SPAY XCONF # 3776
 022509 COL 18168 08:39 481 2/27
 022509 COL 18168 08:40 ***MR DID NOT HAVE THE FAX NEW TO NEW OFFICE
 022509 COL 18168 08:40 BUILDING HE IS ION..WILL CLLBCK IN 10 MIN T
 022509 COL 18168 08:40 O HAVE FAX SENT
 022509 PRI 18168 08:50 ****EXT RFD - BIZ RESTRCTURE-WAS NT PAID FOR
 022509 PRI 18168 08:50 SVRL MNTHS - NOW NETTING WEEKLY PYCKSD FROM
 022509 PRI 18168 08:50 BIZ AND ISSUE FULLY RESLVD /QP'S 12/31 & \$
 022509 PRI 18168 08:50 1400 1/31 & PENDING ACH 2/27 \$1387.65 CONF#3
 022509 PRI 18168 08:50 776481
 022509 DEF 19402 09:18 IPDT letter - DO9LTD18604 has been faxed
 022509 DEF 19402 10:01 IPDT letter - DO9LTD18604 fax status date is
 022509 DEF 19402 10:01 Feb 25 @ 04:19:00 AM fax status is - All pag
 022509 DEF 19402 10:01 the fax were successfully transmitted. Fax N
 022509 DEF 19402 10:01 - 8432169874
 022509 COL 22405 13:02 N-TPOE NA
 022509 COL 25713 15:30 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 022509 COL 25713 15:30 NITORED OR RECD

022509 COL 25713 15:39 LOANID: 2004671680 INVESTOR: OTHER INVES
 022509 COL 25713 15:39 TOR NAME: USG CMI OTHER INVEST PORT ORIG L
 022509 COL 25713 15:39 OAN AMOUNT: \$255,575.00 ORIG TERM: 480 O
 022509 COL 25713 15:39 RIG INTEREST RATE: 9.475 % INTEREST ONLY:
 022509 COL 25713 15:39 RING FENCED: CURRENT UNPAID PRINCIPAL BALA
 022509 COL 25713 15:39 NCE: \$254,876.66 CURRENT RATE: 9.475 % R
 022509 COL 25713 15:39 EMAINING TERM: 466 MONTHS PAST DUE: 2 PR
 022509 COL 25713 15:39 OPEPTY STATE: SC CURRENT MTG P&I PAYMENT:
 022509 COL 25713 15:39 \$2,065.35 CURRENT INTEREST PAYMENT: \$2,017
 022509 COL 25713 15:39 .98 CURRENT PRINCIPAL PAYMENT: \$47.37 CU
 022509 COL 25713 15:39 RRENT HTI: 73.440 % PAST DUE INTEREST: \$6,
 022509 COL 25713 15:39 037.38 ADVANCE/ESCROW: \$4,748.70 CAPITAL
 022509 COL 25713 15:39 IZED FEES: \$0.00 CURRENT DEBT: \$265,662.74
 022509 COL 25713 15:39 BORROWER INFORMATION MONTHLY GROSS INC
 022509 COL 25713 15:39 OME: \$4,000.00 MONTHLY TAXES AND INSURANCE
 022509 COL 25713 15:39 : \$872.30 FORECLOSURE SCENARIO ADJUSTED
 022509 COL 25713 15:39 UNPAID BALANCE: \$265,662.74 PRICE APPRECI
 022509 COL 25713 15:39 ATION FORECAST: -20.000 % CURRENT VALUE: \$
 022509 COL 25713 15:39 290,000.00 REO STIGMA: 20.000 % CURE RAT
 022509 COL 25713 15:39 E: 15.000 % MONTHS TO FORECLOSURE: 7 MON
 022509 COL 25713 15:39 THS TO REO SALE: 2 FUTURE INTEREST AND ADV
 022509 COL 25713 15:39 ANCED ESCROW: \$25,962.87 FORECLOSURE COSTS
 022509 COL 25713 15:39 : \$4,406.00 REO VALUE: \$155,231.13 ESTIM
 022509 COL 25713 15:39 ATED LOSS: (\$110,431.61) PROBABILITY WTD L
 022509 COL 25713 15:39 OSS: (\$93,866.87) ZERO CURE PV LOSS: (\$98,
 022509 COL 25713 15:39 451.08) PV LOSS: (\$83,683.42) PROGRAM PA
 022509 COL 25713 15:39 RAMETERS CURRENT FHMLC RATE: 5.040 % PR
 022509 COL 25713 15:39 OGRAM INTEREST RATE FLOOR: 3.000 % PRESE
 022509 COL 25713 15:39 NT VALUE OF MODIFICATION NEW MODIFIC
 022509 COL 25713 15:39 ATION AFFORDABLE HTI LEVEL: 38.000 %
 022509 MOD 25713 BORR CIN TO SPEAK W. AIMEE AT EXT 55231 ADV SHE
 022509 MOD 25713 IS IN CLLTS TRIED HELPING CUST WITH A MOD PER
 022509 MOD 25713 SYSTEM HE DOES NOT QUALIFY STATES HE MAY WANT TO
 022509 MOD 25713 CONSIDER SHORT SALE ADV TO SPEAK W CLLTS.....AV /
 022509 MOD 25713 LAS COLINAS MOD
 022509 IVR 902 IVR CAPTURED ANI 972-725-0055
 022509 COL 13726 15:49 ESC CALL SPOKE W/ MR WAS TRYING TO GET IN TO
 022509 COL 13726 15:49 UCH W/ A. JOHNSON ADVSD NOT AVAIL AT THIS TI
 022509 COL 13726 15:49 ME MR WAS TRYING TO VERIFY IF HIS FAX WAS RE
 022509 COL 13726 15:49 CVD SD HE WLL F/U LATER
 022409 COL 16471 *EXTENSION LETTER SENT VIA TELEWIRE 2/20/09*
 022409 COL 22402 08:57 N-TPOE NA
 022409 COL 22402 13:32 N-TPOE NA
 022209 COL 23602 13:52 N-T3RD #NA
 022109 COL 24060 12:47 N-TR NA
 022009 COL 22392 07:46 N-T3RD #NA
 022009 COL 22403 10:04 N-TPOE NA
 022009 COL 22400 12:36 N-TPOE NA
 021909 COL 22396 07:39 N-T3RD #NA
 021909 COL 22400 12:26 N-TPOE NA
 021809 COL 22400 07:43 N-TPOE NA
 021809 COL 22403 10:13 N-TPOE NA
 021809 COL 22395 15:23 N-TPOE NA
 021709 COL 22396 07:29 N-T3RD #NA
 021709 COL 22396 10:13 N-TPOE NA
 021709 COL 22395 12:53 N-TPOE NA
 021609 COL 22403 11:50 N-TR NA
 021309 COL 24893 19:43 N-T3RD #NA
 021209 COL 99999 23:54 STATUS OF FORBEARANCE LOAN HAS CHANGED

021209 COL 99999 23:54 PLAN TERMND BY SYSTM-# MTHS: 6 DT: 02/12/09
 021209 COL 99999 23:54 INIT DUE 01/30/09 \$1400.00
 021209 COL 99999 23:54 MTHLY DUE 02/28/09 - 05/28/09 \$1400.00
 021209 COL 99999 23:54 FINAL DUE 06/28/09 \$1400.00
 021209 SYS 99999 RETRACTION OF EALERTS SUSPENSION
 021209 IPD 999 45 DAY LETTER - 2/12/09
 020909 CBR 99999 ACCOUNT 30 DAYS PAST THE DUE DATE
 020909 CBR 99999 PAYING UNDER A PARTIAL PAYMENT AGREEMENT
 020209 COL 14992 13:58 INCOMING CALL - CONTACT STATUS = "Y"
 020209 IPD 999 SPEEDPAY CONFIRMATION LETTER - 2/02/09
 020209 IPD 999 BROKEN PROMISE LETTER - 2/02/09
 020209 IVR 1456 IVR CAPTURED ANI 972-657-1100
 020209 COL 14992 13:58 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 020209 COL 14992 13:58 NITORED OR RECD
 020209 COL 14992 14:12 MR VERY UPSET BC HE FEELS HE'S BEEN MISLEAD
 020209 COL 14992 14:12 BY REP REG EXT; INFORMED MR THAT EXT WAS DEN
 020209 COL 14992 14:12 IED AGAIN; MR JUST NEEDED 1 MTH EXT TO GET B
 020209 COL 14992 14:12 ACK ON FEET HE'S TRYING TO SAVE HIS CREDIT;
 020209 COL 14992 14:12 CUS DIDN'T REALLY WANT THE 4BRNC BC IT W/HUR
 020209 COL 14992 14:12 T HIS CREDIT BC HE W/CONT TO BE LATE EVERY M
 020209 COL 14992 14:12 TH ---
 013109 COL 21547 16:19 CUSTOEMR CALLED IN TO REGUARDS TO HIS EXT. T
 013109 COL 21547 16:19 O SEE IF IT WAS APPROVED OR DENIED. TOLD CSU
 013109 COL 21547 16:19 TOEMT HAT IT WAS STILL PENDING AND TO CALL B
 013109 COL 21547 16:19 ACK LATER TODAY SICE IT WAS NEAR THE END OF
 013109 COL 21547 16:19 MONTH. CUSTOEMR SAID THAT HE WILL CALL BACK
 013109 COL 21547 16:19 AROUND 7:30 CENTRAL TIME THIS EVENING.
 013109 COL 21547 16:39 CALL WAS TRMD DUE TO: HANG UP

013009 COL 18340 16:01 INCOMING CALL - CONTACT STATUS = "Y"
 013009 COL 18340 16:01 01/30/09 RFD: SLOW RECEIVABLES
 013009 IPD 999 EXTENSION AGREEMENT - 1/30/09
 013009 IVR 955 IVR CAPTURED ANI 740-368-0299
 013009 CST 24288 CUST GOT REPYMT LETTER N TRFD TOCOLLNTNS
 013009 PRI 20692 10:36 INCOMING CALL FROM MR BRODIE, ADVSD OF FORB
 013009 PRI 20692 10:36 PLAN, ADVSD OF HOW CREDIT IS BEING AFFECTED,
 013009 PRI 20692 10:36 ADVSD CST TO TRY MOD PLAN...CHAMILTON/EXT 7
 013009 PRI 20692 10:36 3246
 013009 PRI 20692 10:36 VERIFIED DEMOS
 013009 COL 20692 10:36 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 013009 COL 20692 10:36 NITORED OR RECD
 013009 COL 20692 10:39 TRANSFERRED TO MOD TO DISCUSS POSSIBLE LOWER
 013009 COL 20692 10:39 INTEREST RATE
 013009 COL 20692 10:39 RFD:UNEXPECT EXP
 013009 COL 20692 10:39 ADV CUST OF POSSIBLE LC ASSMNT OR NEG CBR.
 013009 COL 20692 10:39 BORROWER HAS BEEN ADVISED OF SPEEDPAY FEES
 013009 COL 20692 10:39 CALLER'S ATTITUDE WAS COOPERATIVE
 013009 COL 20692 10:39 ADV CUST OF POSSIBLE LC ASSMNT OR NEG CBR.
 013009 COL 20692 10:39 PTP AMT: \$1,400.00/ MTHD: PHONEPAY/ DT PMT E
 013009 COL 20692 10:39 XPCTD: 02/03/2009
 013009 COL 20692 10:39 INC AND EXP NOT UPDTD DUE TO ACCOUNT LESS TH
 013009 COL 20692 10:39 AN 30 DAYS DELINQUENT
 013009 COL 21097 10:50 CALL WAS TRMD DUE TO: HANG UP
 013009 COL 13726 10:52 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 013009 COL 13726 10:52 NITORED OR RECD
 013009 COL 20119 10:55 IC FRM BRODIE * UPSET ABT BEING REPORTED LAT
 013009 COL 20119 10:55 E AS HE THOUGHT THE PLAN HE SET UP FOR REDUC
 013009 COL 20119 10:55 ED PMTS FOR 6MOS WOULD NOT REFLECT NEGATIVEL

013009 COL 20119 10:55 Y * STATES HE ORIGINALLY APPLIED FOR EXT BUT
 013009 COL 20119 10:55 DSNT KNOW WHY DECLINED * REQ EXT TO BRING C
 013009 COL 20119 10:55 URRUNT SO CAN STOP GETTING \$100 LATE FEES *
 013009 COL 20119 10:55 SD PROBLEM RESOLVED, CAN PAY \$2700 MO * TRNS
 013009 COL 20119 10:55 FR TO MAU
 013009 COL 13726 11:00 ESC CALL SPOKE W/ MR ADVSD OF TAD RFD SD HE
 013009 COL 13726 11:00 IS SELF EMPLOYED WORK HAS BEEN HAS SINCE PIC
 013009 COL 13726 11:00 KED BACK UP NOW MAKING FULL REG PAY ISSUE IS
 013009 COL 13726 11:00 RESOLVED DEMOS WERE VERIF MR WAS UPSET THAT
 013009 COL 13726 11:00 HIS EXT WAS NOT APPROVED ADVSD HIM NOT SHOW
 013009 COL 13726 11:00 ING AGREEMENT WAS RECVD ADVSD HIM STILL HAS
 013009 COL 13726 11:00 QUAL PYMNTS CAN RESUBMIT MR DIDN'T HAVE A FA
 013009 COL 13726 11:00 X # AVAIL SD HE WAS GOING TO CB TO HAVE A NE
 013009 COL 13726 11:00 W EXT AGREEMENT SENT OUT
 013009 COL 13726 11:18 ESC CALL FAXED OUT EXT AGREEMNT TO MR ADVSD
 013009 COL 13726 11:18 HIM WE NEED AGREEMENT RETURNED ASAP
 013009 DEF 19402 14:31 IPDT letter - DO9LTD18604 has been faxed
 013009 COL 18340 15:59 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 013009 COL 18340 15:59 NITORED OR RECD
 013009 COL 18340 16:01 RFD:SLOW RCVBLS
 013009 COL 18340 16:01 ADV CUST OF POSSIBLE LC ASSMNT OR NEG CBR.
 013009 COL 18340 16:01 BORROWER HAS BEEN ADVISED OF SPEEDPAY FEES
 013009 COL 18340 16:01 CALLER'S ATTITUDE WAS COOPERATIVE
 013009 COL 18340 16:01 PTP AMT: \$1,400.00/ MTHD: PHONEPAY/ DT PMT E
 013009 COL 18340 16:01 XPCTD: 02/02/2009
 013009 COL 18340 16:02 INC AND EXP NOT UPDTD DUE TO ACCOUNT LESS TH
 013009 COL 18340 16:02 AN 30 DAYS DELINQUENT
 013009 DEF 19402 16:03 IPDT letter - DO9LTD18604 fax status date is
 013009 DEF 19402 16:03 Jan 30 @ 09:32:00 AM fax status is - All pag
 013009 DEF 19402 16:03 the fax were successfully transmitted. Fax N
 013009 DEF 19402 16:03 - 8432169874
 013009 CSH 301 16:05 SPDPY N000004013-20090130- 1400.00-12378894
 013009 CSH 301 16:05 PRV PROMISE 20090202 CUR PROMISE 20090202
 013009 CSH 301 16:05 AGENT JY169 SRC D BLLMTH FEE 20.00
 013009 COL 18340 16:07 SEE NOTES FROM EARLIER TODAY CUS JUST CALLIN
 013009 COL 18340 16:07 G IN TO MAKE FOREBERANCE PYMNT
 013009 COL 18340 16:08 CALL WAS TERM CUS GAVE CONFIRMATION TO RUN S
 013009 COL 18340 16:08 PPAY. TRIED TO CALL CUS BACK WTH CONF# BUT W
 013009 COL 18340 16:08 ENT TO VMAIL.
 012209 COL 22666 10:26 INCOMING CALL - CONTACT STATUS = "Y"
 012209 COL 22666 10:26 01/22/09 RFD: PAYMENT DISPUTE
 012209 COL 22666 10:24 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 012209 COL 22666 10:24 NITORED OR RECD
 012209 COL 22666 10:26 RFD:PYMT DISPUTE
 012209 COL 22666 10:26 ADV CUST OF POSSIBLE LC ASSMNT OR NEG CBR.
 012209 COL 22666 10:26 BORROWER HAS BEEN ADVISED OF SPEEDPAY FEES
 012209 COL 22666 10:26 CALLER'S ATTITUDE WAS COOPERATIVE
 012209 COL 22666 10:26 PTP AMT: \$1,400.00/ MTHD: PHONEPAY/ DT PMT E
 012209 COL 22666 10:26 XPCTD: 02/02/2009
 012209 COL 22666 10:33 INC AND EXP NOT UPDTD DUE TO NOT INTERESTED
 010709 COL 21911 17:46 INCOMING CALL - CONTACT STATUS = "Y"
 010709 COL 21911 17:46 01/07/09 RFD: OVEREXTENDED
 010709 IPD 999 FORBEARANCE AGREEMENT LETTER - 1/07/09
 010709 IPD 999 CONVENTIONAL WORKOUT COVER LTR - 1/07/09
 010709 CST 13897 BRODIE MCCARY TRICKEY
 010709 CST 13897 CI REG...INFO PROVIDED ON LAST PYMT RECEIVED ON
 010709 CST 13897 THE ACC AND WANT TO SPEAK WITH LMT AND TRANSD
 010709 LMT 21911 ADVISED OF MINI MIRANDA
 010709 LMT 21911 BORR CALLING STATING THAT HE HAS BEEN TRYING
 010709 LMT 21911 TO GET APPROVED FOR EXTENSION BUT CONTINUES TO

010709 LMT 21911 GET DENIED, BORR IS CALLING TO CHECK THE STATUS
 010709 LMT 21911 AS TO WHY?
 010709 COL 21911 TOTAL EXPENSES CHANGED BY TELLER 21911 ON 01/07/09
 010709 COL 21911 PREVIOUS - 1625.00 NEW - 1525.00
 010709 COL 21911 TOTAL INCOME CHANGED BY TELLER 21911 ON 01/07/09
 010709 COL 21911 PREVIOUS - 4302.00 NEW - 4301.00
 010709 COL 21911 01/07/09 CONT: FIRST CONTACT ESTABLISHED
 010709 COL 21911 17:46 TT:BRODIE MCCARY TRICKEY ADV CALL MAY BE MO
 010709 COL 21911 17:46 NITORED OR RECD
 010709 COL 21911 17:46 RFD:OVEREXTENDED
 010709 COL 21911 17:46 ADV CUST OF POSSIBLE LC ASSMNT OR NEG CBR.
 010709 COL 21911 17:46 CALLER'S ATTITUDE WAS COOPERATIVE
 010709 COL 21911 17:46 INC AND EXP NOT UPDTD DUE TO ACCOUNT LESS TH
 010709 COL 21911 17:46 AN 30 DAYS DELINQUENT
 010709 COL 21911 17:47 FU DT SET TO: 01/14/2009
 010709 COL 21911 01/07/09 STAT: FORBEARANCE

010709 COL 21911 17:48 FORB RPMT PLAN - # MTHS: 6 LC:Y DEB:Y UCL:Y
 010709 COL 21911 17:48 INIT DUE 01/30/09 \$1400.00
 010709 COL 21911 17:48 MTHLY DUE 02/28/09 - 05/28/09 \$1400.00
 010709 COL 21911 17:48 FINAL DUE 06/28/09 \$1400.00
 010709 LMT 21911 ADVISED BORR THE DECLINE OF THE EXTENSION WAS DUE
 010709 LMT 21911 TO THE DETAIL OF THE RFD, ADVISED BORR THAT
 010709 LMT 21911 ANOTHER EXTENSION WAS SUBMITTED FOR ONE MONTH, BOR
 010709 LMT 21911 R STATED HE REQUESTED THE EXT TO BE LONG THEN ONE
 010709 LMT 21911 MONTH, ADVISED OF OTHER WOP WITH BORR,
 010709 LMT 21911 BORR IS NOT ON THE 6 MONTH 1/2 PYMT STIP.
 010709 LMT 21911 PLAN FOR THE MONTH OF JAN-JUNE. ADVISED
 010709 LMT 21911 BORR OF ALL THE STIPULATIONS OF THE PLAN, BORR
 010709 LMT 21911 HAS VERBALLY AGREED TO THE PLAN, ADVISED OF THE
 010709 LMT 21911 BORR OF THAT THE SCHEUDLE DOES NOT CURE THE T
 010709 LMT 21911 AMOUNT OF \$ 10,184.58. BORR STATED HE UNDERSTOOD
 010709 LMT 21911 BORR STATED HE WOULD WOULD LIKE TO CONSIDER THE
 010709 LMT 21911 LOAN MOD, ADVISED BORR TO CALL BACK WITHIN THE
 010709 LMT 21911 NEXT MONTH TO UPDATE INCOME & EXP. FOR BETTER
 010709 LMT 21911 SURPLUS, BORR AGREED
 010709 LMT 21911 ADVISED BORR TO SEND IN THE WOP IN THE MONTH OF
 010709 LMT 21911 APRIL TO START THE PROCESS OF THE LOAN MOD. BORR
 010709 LMT 21911 AGREED.

123108 COL 22362 07:55 N-T3RD #NA
 123108 COL 21070 10:00 Y-TPOE LMM
 123008 SYS 999 20:16 PROMISE DATE 12/31/08 PURGED
 123008 IPD 999 GENERAL DEMAND REG MAIL - 12/30/08
 123008 COL 23286 08:30 N-T3RD #NA
 123008 COL 20416 20:00 TRANS CALL. CS REP STTD THAT ACCOUNT WAS FU
 123008 COL 20416 20:00 LLY VERF.
 123008 CST 24150 MR. TRICKEY/TRX TO LM
 123008 CSH 301 20:16 SPDPY N000005000-20081230- 2787.65-12146946
 123008 CSH 301 20:16 PRV PROMISE CUR PROMISE 20081231
 123008 CSH 301 20:16 AGENT IVR SRC N BLLMTH FEE 15.00
 122908 COL 16471 * E-MAIL SENT TO CUSTOMER 12-18-08 *
 122708 COL 0 09:24 Ans Machine - Left Message
 122608 COL 24442 17:26 INCOMING CALL - CONTACT STATUS = "Y"
 122608 COL 24196 15:51 Y-T3RD #
 122608 PRI 24196 16:01 THE REASON THE CUSTOMER NEEDS THE ASSISTANCE
 122608 PRI 24196 16:01 IS BECAUSE CUSTOMER ALOMST FILIED FOR BANKR
 122608 PRI 24196 16:01 UPTCY DUE TO THE FACT OF THE HOUSING MARKET
 122608 PRI 24196 16:01 BEING SLOW CUSTOMER IS A RESIDENTIAL CONTRAC
 122608 PRI 24196 16:01 TOR WHO REPAIRS HOMES. CUSTOMER BUSINESS HAS
 122608 PRI 24196 16:01 PICKED BACK UP ISSUE IS RESOLVED AND CUSTOM