

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 2 OF 2

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EXHIBIT B

HELPING YOU STAY IN YOUR HOME.

You may be able to make your payments more affordable.
Act now to get the help you need!

Investor Loan #: 2004671680

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Step One of Two-Step Documentation Process)

Trial Period Plan Effective Date (Beginning of Trial Period): 10 | 1 | 09

Borrower ("I"): BRODIE MCCARY TRICKEY,

Lender ("Lender"): CitiMortgage, Inc.

Date of first Lien Security Instrument ("Mortgage") and Note ("Note"): 9 | 26 | 07

Loan Number: 1680

Property Address ("Property"): 1750 HICKORY KNOLL,

City: JOHNS ISLAND

State: SC Zip: 29455

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"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. My Representations. I certify, represent to Lender and agree:

- I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- I live in the Property as my principal residence, and the Property has not been condemned;
- There has been no change in the ownership of the Property since I signed the Loan Documents;
- I am providing or already have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
- Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- If Lender requires me to obtain credit counseling, I will do so.

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Citi never sleeps[®]



2. The Trial Period Plan. On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, Insurance premiums and other fees, if any, of U.S. \$ 1226.33.

Trial Period Payment #	Trial Period Payment	Due Date On or Before		
1	\$ 1226.33	10	1	09
2	\$ 1226.33	11	1	09
3	\$ 1226.33	12	1	09
4	\$ NA	NA	NA	NA

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of Intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and
- G. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan. If under the Lender's procedures a title endorsement or subordination agreements are required to ensure that the modified mortgage Loan retains its first lien position and is fully enforceable, I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received an acceptable title endorsement and/or subordination agreements from other lien holders, as Lender determines necessary.

3. **The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Lender will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. If the Loan Documents provide that the note and mortgage may be assumed by a transferee of an interest in the property, the Modification Agreement will provide that, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.
4. **Additional Agreements.** I agree to the following:
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Plan, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
 - B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
 - C. That this Plan constitutes notice that the Lender's waiver as to payment of Escrow items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account. If the Loan Documents do not currently have Escrow Account provisions, such Escrow Account provisions, including such provisions as determined necessary to conform the Loan Documents to industry standards, shall be added in the Modification Agreement.
 - D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
 - E. Intentionally blank.
 - F. That Lender will collect and record personal information such as my name, address, telephone number, social security number, credit score, income, payment history, and information about account balances and activity. I understand and consent to the disclosure of my personal information by Lender to the U.S. Department of Treasury, Fannie Mae and Freddie Mac in connection with the Home Affordable Modification program.

In Witness Whereof, the Lender and I have executed this Plan.

Lender

Bonnie Thayer
Borrower

(Seal)

By

9/24/09
Date

Date

Borrower

(Seal)

Date



00 250

BT 0000003

HELPING YOU STAY IN YOUR HOME.

You may be able to make your payments more affordable.
Act now to get the help you need!

Investor Loan #: ~~1680~~ 1680

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Step One of Two-Step Documentation Process)

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Trial Period Plan

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 - E. Intentionally blank.
 - F. That Lender will collect and record personal information such as my name, address, telephone number, social security number, credit score, income, payment history, and information about account balances and activity. I understand and consent to the disclosure of my personal information by Lender to the U.S. Department of Treasury, Fannie Mae and Freddie Mac in connection with the Home Affordable Modification program.

In Witness Whereof, the Lender and I have executed this Plan.

Lender

Bertie Tandy
Borrower

(Seal)

By

9/24/09
Date

Date

Borrower

(Seal)

Date

Page 3 of 3

citi



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Circle 1 through 4 on the back of this document to indicate your choice of action. See the back of this document for more information.

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BT 000006
BT 0006

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
CITIMORTGAGE,

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Plaintiff,

VS.

BRODIE TRICKEY,

Defendant.

CASE NO.: 2010-CP-10-5775

 COPY

Hearing before the
Honorable Mikell R. Scarborough, reported by Bernadette A.
Cali, CSR and Notary Public, at 11:00 a.m. on January 25,
2013 at 100 Broad Street, Charleston, South Carolina.

A P P E A R A N C E S

For the Plaintiff: Damon C. Wlodarczyk, Esq.
Riley Pope & Laney, LLC
P.O. Box 11412
Columbia, S.C. 29211

For the Defendant: Mary Leigh Arnold, Esq.
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd.
Mt. Pleasant, S.C. 29464

Bernadette A. Cali, CSR
Notary Public

1 (Hearing commenced.)

2 THE COURT: Okay. This case is captioned
3 Citimortgage versus Brodie M. Trickey and Barberry
4 Woods POA. No POA lawyer here this time. All right.
5 2010 CP-10-5775.

6 Plaintiff's motion for summary judgment; is that
7 correct?

8 MR. WLODARCZYK: It is, Your Honor.

9 THE COURT: All right, Mr. Mlynarczyk.

10 MR. WLODARCZYK: May it please the Court. We are
11 here on behalf of the Plaintiff in this matter. Your
12 Honor, just a brief procedural background.

13 This case was filed in 2010. It's a foreclosure
14 action. Deficiency's been waived. Ms. Arnold filed an
15 Answer and Counterclaim on behalf of her client
16 mortgagor, Mr. Trickey. They allege three counterclaim
17 causes of action. One for unjust enrichment, one for
18 breach of contract with breach of good faith and fair
19 dealing, and the one for negligence misrepresentation.

20 All the facts in the Counterclaim appear to relate
21 to whether Mr. Trickey was -- should have been
22 converted from a temporary payment plan under HMP to
23 permanent modification.

24 It's uncontested that Mr. Trickey was offered a
25 TPP with a reduced payment. It's uncontested that he

1 began making those payments.

2 The issue that was raised and the reason he was
3 denied was failure to present verification of income
4 sufficient for my client to verify what he has
5 represented in his application. It was denied in or
6 around May 2010. This action followed thereafter.

7 In addition to that, we obviously have gone
8 through the foreclosure intervention process. We were
9 here before Your Honor back in 2011. I believe it was
10 on various motions to compel discovery issues, as well
11 as Ms. Arnold's objection to our certification that
12 Mr. Trickey failed to provide, once again, information
13 sufficient to verify his income for the purposes of any
14 type of modification.

15 Your Honor at that time ordered that Mr. Trickey
16 was to produce either 1099, W-2, K-1, any information
17 that he had, by February, to be considered by my
18 client. That was never done.

19 We then proceeded to take Mr. Trickey's
20 deposition. I'll give you a copy of the actual
21 deposition. It was fairly short. It has a lot of
22 exhibits to it.

23 I would not like this to be made part of the
24 record because it has not been properly redacted for
25 social security information, but it will be before Your

1 Honor. If I may approach to let you follow along, if
2 you would like to.

3 (Hands up document.)

4 MR. WLODARCZYK: Your Honor, essentially
5 Mr. Trickey admitted during his deposition that he has
6 not had any type of profit and loss statements for his
7 self-employment; that he did not maintain those; that
8 he only has, since he's been receiving any type of
9 paper check or verifiable income from January 2012;
10 that he hasn't filed taxes to submit to my client since
11 2009.

12 So those issues go to whether or not he has any
13 verifiable income, contrary to what he asserts as his
14 gross income.

15 So as an initial matter we would just maintain
16 that the objection to the foreclosure denial regarding
17 the Chief Justice's Order, that that objection be
18 withdrawn or the Court rule that everything has been
19 done and he's failed to comply with this Court's Order
20 which would allow us to proceed to the summary judgment
21 arguments.

22 THE COURT: All right. Ms. Arnold?

23 MS. ARNOLD: Your Honor, Mr. Trickey did present,
24 I believe, a letter of employment. It just doesn't
25 meet their need. He has not filed tax returns.

1 There's no doubt. We can't provide something we don't
2 have. There is not a W-2 in this situation. I think
3 at best what he provided was a simple letter he got
4 from his then employer. It just didn't meet what they
5 believe to be proper verification. We don't dispute
6 there have not been tax returns filed by this
7 gentleman. He can't provide what he hasn't filed. And
8 he doesn't have a W-2.

9 THE COURT: What's his employer giving?

10 MS. ARNOLD: It was just a simple little letter
11 saying he was employed by -- I can't remember the name
12 of the outfit at this time.

13 THE COURT: What kind of work does he do?

14 MS. ARNOLD: He does construction;
15 self-construction work, subcontractor.

16 THE COURT: So he got no 1099, no W-2?

17 MS. ARNOLD: (Nods negatively.) Nope.

18 THE COURT: Okay. The Order I issued in December
19 of '11 said Plaintiff, Citi, to reevaluate Defendant
20 for loan modification upon receipt of year 2011 1099
21 Form by January 31, 2012. If there is no 1099 timely
22 submitted case may proceed to trial.

23 You're telling me no 1099 was timely submitted
24 because he's never got a 1099.

25 MS. ARNOLD: All he submitted was a simple letter

1 he has from his employer.

2 THE COURT: Is it in the record?

3 MR. WLODARCZYK: No, Your Honor. It was just
4 submitted to us. Actually, that was one of the issues,
5 when we came before Your Honor, which resulted in that
6 Order.

7 THE COURT: Well, his employer's not a party to
8 the action but might have some IRS issues to deal with.
9 That's not my concern.

10 All right. So I find it wasn't submitted. For
11 whatever reason. He's had something since? Anything
12 since?

13 MS. ARNOLD: No, Your Honor.

14 THE COURT: There is no way he can qualify for
15 anything if he doesn't have any income. We're just
16 beating our head against the wall if he can't show any
17 income.

18 MS. ARNOLD: Those are issues for -- irrespective
19 of what our counterclaim is based on, those issues
20 relate to after the foreclosure was initiated and
21 complying with the foreclosure intervention.

22 THE COURT: All right. So let's go back to that.
23 You want a ruling on the foreclosure intervention.

24 MR. WLODARCZYK: Whether we're allowed to proceed.
25 We've certified noncompliance, therefore, we believe we

1 complied with this Court's Order.

2 MS. ARNOLD: We're not going to contest their
3 right to proceed. We'll make it easier for you. That
4 way -- I think we still have the issue that -- in the
5 counterclaims.

6 Then we have another procedural issue with another
7 motion that was pending at this time. This case, we
8 did bring counterclaims, we asserted a jury trial.
9 It's one of the ones that got, I think, automatically
10 got referred over here. I filed a motion to vacate
11 that Order of Reference and I think that's just been
12 pending and outstanding, and we've been trying to go
13 through -- because we did try to get a modification
14 through the process afterwards. It's just not going to
15 happen in this circumstance. I appreciate that.

16 THE COURT: Your motion for summary judgment, it's
17 not on the Plaintiff's claim? It's on the
18 counterclaims?

19 MR. WLODARCZYK: It's on both, Your Honor.

20 THE COURT: I entertained it on the counterclaims
21 then make a decision on the reference. You-all did
22 oppose the reference? The case was referred?

23 MS. ARNOLD: We answered, asserted counterclaims
24 and it was just a case where the proposed order of
25 reference was sent in, automatically signed, not really

1 looking at the fact that there was an answer and legal
2 counterclaims asserted.

3 THE COURT: It looked like he filed an answer then
4 you came in and filed one for him. I could be
5 mistaken.

6 MR. WLODARCZYK: I believe -- as far as I know Ms.
7 Arnold was the one to file an answer on his behalf.

8 THE COURT: All right.

9 MR. WLODARCZYK: I'll be happy to take up
10 counterclaims first.

11 THE COURT: Let's take up counterclaims.

12 MR. WLODARCZYK: Thank you, Your Honor.

13 Your Honor, again, the three counterclaims were
14 asserted. They all seem to relate, according to the
15 facts alleged, as well as the counter affidavit
16 submitted by Ms. Arnold which I've had a chance to
17 review, relates to whether or not he should have been
18 offered a permanent change -- permanent modification
19 under the Making Homes Affordable Program. I already
20 represented that he qualified -- pre-qualified for a
21 TPP and that he started making those payments but
22 obviously the income verification resulted in being
23 denied for a modification.

24 That assertion is set forth in the affidavit from
25 the business records custodian and litigation manager

1 for Citimortgage, which was attached to the motion --
2 in support of the motion for summary judgment.

3 Your Honor, I would like to present the Court
4 the March 15, 2011 Order from Judge Child's Federal
5 District Court, District of South Carolina, Greenville
6 Division, Neda (phonetic) Stevens versus American Home
7 Servicing, Inc. There's only the West Law citation at
8 this point in time. It hasn't been sent to the Federal
9 record.

10 (Hands up document.)

11 MR. WLODARCZYK: It is not a memorandum opinion.
12 It's binding law in South Carolina.

13 Essentially the mortgagor in that case filed a
14 Federal action alleging due process rights as well as
15 breach of the good faith and fair dealing regarding
16 HMP.

17 THE COURT: She says she doesn't have a private
18 cause of action?

19 MR. WLODARCZYK: No private cause of action.
20 That's the case law in this state. Everything set
21 forth in there relates to the denial or failure to
22 convert. And based upon that we've asked that the
23 Court find that they can't proceed.

24 As to the unjust enrichment it's my understanding,
25 looking at the pleadings, that they received TARP funds

1 or HMP funds and, therefore, they are being enriched
2 unjustly. Again, private cause of action. To the
3 extent any equity would fall from a surplus, obviously
4 it would be returned to Mr. Trickey if that happens.

5 So based upon that, Your Honor, we ask for, at
6 least, judgment on the counterclaims and whether or not
7 we can proceed on the motion for summary judgment as to
8 the mortgage as there has been no issues filed counter
9 to that issue.

10 MS. ARNOLD: Your Honor, on behalf of Mr. Trickey,
11 we've submitted an affidavit that I presented to the
12 Court today.

13 We're not attempting to assert a case under our
14 cause of action or HMP as a private cause of action.
15 What we asserted, we've asserted is that breach of good
16 faith and fair dealing, unjust enrichment and negligent
17 misrepresentation.

18 I'm not familiar with the case that was just
19 submitted. I am familiar, and I'm sure the Court is,
20 out of the Seventh Circuit, the Wicket(phonetic) case
21 that says those are viable claims because they are not
22 asserting an attempted private cause of action under
23 HMP. But as you look at the affidavit that was
24 submitted on behalf of Citi, if you look at all the
25 dates referenced by Mrs. Nixon(phonetic), every date

1 relates to -- accept for in Paragraph 4 -- relates to
2 dates in 2011. All of the events that we are talking
3 about, Your Honor, are 2009 and 2010.

4 What has happened in this situation is
5 Mr. Trickey -- and we attached this to our affidavit --
6 was offered a Home Affordable Modification TPP. He
7 made those payments. He made numerous payments after
8 that time period. When you look at the language of
9 their TPP it says we shall -- if I'm in compliance with
10 this TPP and my representations in Section 1 continue
11 to be true in all material respects then the lender --
12 excuse me -- will versus shall -- provide me with a
13 Home Affordable Modification agreement.

14 He did what they wanted him to do. He met all the
15 representations. He made the three payments and then
16 some. And then all of a sudden he got notification we
17 are not giving you the permanent modification.

18 So our basis for our counterclaim relates to the
19 original loan documents, the loan documents as now
20 supplemented by the document, of course, provided by
21 Citi, prepared by Citi and submitted.

22 Your Honor, what we've also done, in regard to our
23 affidavit, if you will look at it, we attached notes
24 that came from Citi as their running log of phone
25 conversations. One of the most interest is -- it's

1 BT000403. It's --

2 THE COURT: Hold on. Let me see if I can find it.

3 MS. ARNOLD: BT000403.

4 THE COURT: I can't make sense of this.

5 MS. ARNOLD: Sorry, Your Honor. It's on the
6 bottom of their page. I'm referring to the bottom in
7 the Bate's Number on the right-hand corner.

8 THE COURT: Got it.

9 MS. ARNOLD: If you look about mid-section right
10 above this big black area that's redacted, one of the
11 comments they've got -- this is comments made by Citi's
12 representatives which we find, of course, interesting,
13 talking about being faxed and Mr. Trickey had advised
14 documents were being -- had been stolen from him;
15 requested the bank provide him with the documents.
16 They said, no, we can't give you your documents; can't
17 provide you with copies.

18 But more interesting is it says -- was actually
19 told from the beginning HMP -- that he couldn't use his
20 roommate's rent money. They paid him as an added
21 income, which is false.

22 So what Citi, the way we interpret this comment,
23 is their own representative has said in their notes
24 that -- by the way, when Mr. Brodie -- and there is a
25 history of him calling, history of him going through

1 this, what's happened with my forbearance? What
2 happened with my interim relief program? What happened
3 with my permanent modification? This is just one entry
4 that says, by the way, when he was being told they
5 wouldn't consider his roommate's income, that's a false
6 statement. Well, that goes to the heart and part of
7 our negligent misrepresentation claim that we have.

8 Also it goes to the heart of our claim for breach
9 of good faith and fair dealing. So we have this
10 affidavit that we've submitted in opposition to our
11 counterclaims.

12 We believe that the very language of the document
13 they created, that we brought this claim on, acts
14 against them and is an issue of fact and not subject to
15 summary judgment.

16 Thank you, Your Honor.

17 THE COURT: All right. I found in the file a
18 letter from Citimortgage saying that he had been denied
19 foreclosure intervention. I don't see a date on it.
20 Have you-all certified that?

21 MR. WLODARCZYK: There should be a certified
22 filing, Your Honor. I'll check my file. I believe we
23 did that prior to -- which resulted in the objection by
24 Ms. Arnold, was our certification that he was not
25 qualified.

1 THE COURT: Opposition to certification of
2 noncompliance. All right. I do see it now. Got it.
3 Certification was August of '11. Opposition was
4 October of '11. And this is some letter filed April 6
5 of '12 I see. Do you-all know anything about that?

6 MS. ARNOLD: No.

7 MR. WLODARCZYK: I don't think I filed anything.

8 MS. ARNOLD: No, Your Honor.

9 MR. WLODARCZYK: It's probably the letter that was
10 sent from Citi explaining the denial.

11 THE COURT: Right, the best I can tell. I'll read
12 it into the record.

13 Mr. Trickey, Hickory Knoll, Johns Island.
14 Mortgagor was served with notice of mortgagor's right
15 to foreclosure intervention. The mortgagor responded
16 indicating interest in participating in loss mit;
17 (Inaudible) made a good faith effort to obtain the
18 required documentation from mortgagor to participate in
19 the foreclosure intervention process. The mortgagor
20 failed to submit the following requested documents.

21 MR. WLODARCZYK: That's my firm's letter.

22 THE COURT: You write on Citimortgage letterhead?

23 MR. WLODARCZYK: Shouldn't be.

24 THE COURT: It was attached to a letter from --

25 MR. WLODARCZYK: I do remember, Your Honor. There

1 was an issue that you requested -- or you instructed,
2 because the denial came from me and I think Ms. Arnold
3 raised the reasons why loss foreclosure intervention
4 was denied, and you instructed that Citi actually
5 provide a written letter, so I had our language that we
6 use with regard to why everything was denied according
7 to the file, and it was placed on Citi letterhead and
8 then issued out.

9 THE COURT: Okay. All right.

10 MR. WLODARCZYK: I just have some brief response.

11 THE COURT: Go ahead.

12 MR. WLODARCZYK: Again, the deposition testimony
13 of Mr. Trickey, Mr. Trickey states in there that prior
14 to being -- applying for being considered for the HMP
15 program he was in default. I don't understand what
16 misrepresentation could be made that would alter the
17 fact that he was in default. There is nothing in the
18 terms of the note and mortgage, being a contract at
19 issue, in any case that requires them to modify their
20 loan to accept lesser amounts to accommodate
21 Mr. Trickey, to participate in fair dealing --
22 essentially did everything that they could to make this
23 a performing loan. It was not a performing loan, and,
24 therefore, can't file an action.

25 The argument Ms. Arnold is making is basically

1 bootstrapping. There is no duty under the mortgage or
2 note to do what she's saying, but because there was a
3 federal program that they elected to participate in in
4 creating some obligation between the federal government
5 and them, they denied the fact that he can get a
6 qualified modification. Now, there are some duties
7 with regard to that modification.

8 So simply put, Your Honor, regardless what the
9 Second Circuit has done South Carolina is
10 there(phonetic.)

11 THE COURT: I'm going to find that while the
12 issues are well termed and well phrased, as a credit to
13 Ms. Arnold, I find under the circumstances of this case
14 that both the lender and lender's counsel have properly
15 submitted notice of foreclosure intervention.

16 For whatever reason it appears to be outside the
17 purview of the Defendant, Mr. Trickey. He cannot
18 satisfy the criteria needed to reach a permanent loan
19 modification. I don't know why. That's an issue
20 between him and his employer. But based upon that, he
21 has not complied with my Order entered December 9, 2011
22 and while the lender considered him for loss mitigation
23 that his inability to comply with that is -- means to
24 this Court that there is no genuine issue of material
25 fact on the question of whether or not they have

1 properly considered him for either HMP or any other
2 loan modification program.

3 The fact he was in a trial modification does not
4 guarantee that he will get into a permanent
5 modification. It's always subject to whatever criteria
6 there are existing out there.

7 These orders, such as what's been provided in the
8 case of Stefan's versus American Home Mortgage are
9 starting to show up and it's unfortunate but that's --
10 there has been so much federal intervention, as you
11 expect there to be in the mortgage business, these
12 banks are paying big fines. Fines are in lieu of
13 individual's rights to pursue some of these causes of
14 action, so I'm going to find that summary judgment is
15 proper as to the Plaintiffs counterclaims, at least
16 those ones that we've just addressed today. Okay?

17 Ms. Arnold, you are free to take that up if you
18 like. I'm not probably going to grant the motion for
19 summary judgment for the Plaintiff, but I'll set
20 you-all up for the hearing in case we have -- we need
21 to set that up.

22 MS. ARNOLD: Your Honor, I'll just need an order.

23 MR. WLODARCZYK: I'll prepare it and circulate a
24 copy to both and we'll just get the hearing scheduled.

25 THE COURT: Right. Good luck to you-all.

1 MS. ARNOLD: Thank you.

2 (Hearing concluded.)

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STATE OF SOUTH CAROLINA)

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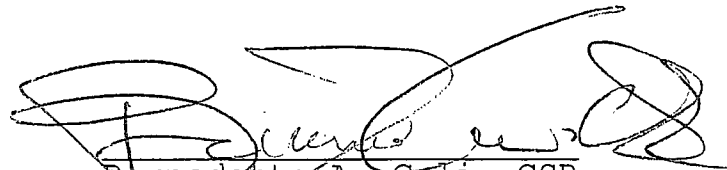
C E R T I F I C A T E

COUNTY OF CHARLESTON)

I, Bernadette A. Cali, Notary Public, do hereby certify that the within hearing was taken and transcribed by me; and that the foregoing pages are a true and accurate transcript of the within proceedings. I further certify that the persons were present as stated.

I further certify that I am not of counsel or kin to any of the parties to this action, nor am I interested in the result of the said action.

IN WITNESS WHEREOF, I have hereunto subscribed my name, this November 18, 2013.



Bernadette A. Cali, CSR
Notary Public
My Commission Expires
April 5, 2020

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
CITIMORTGAGE,

Plaintiff,

VS.

BRODIE TRICKEY,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.:2010-CP-10-5775

 COPY

Hearing before the
Honorable Mikell R. Scarborough, reported by Bernadette A.
Cali, CSR and Notary Public, at 11:00 a.m. on July 19,
2013 at 100 Broad Street, Charleston, South Carolina.

A P P E A R A N C E S

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Bernadette A. Cali, CSR
Notary Public

1 (Hearing commenced.)

2 THE COURT: Next is Citimortgage versus Trickey.
3 Okay. I granted summary judgment in, looks like,
4 January.

5 MR. KEYS: May, Your Honor.

6 THE COURT: May? Okay. We had the hearing in
7 January?

8 MR. WLODARCZYK: Yes, Your Honor.

9 THE COURT: All right. So we're still going
10 forward with the counterclaims? That's what you-all
11 objected to?

12 MR. KEYS: Yes, Your Honor.

13 THE COURT: Let me hear from you, Mr. Keys.

14 MR. KEYS: Certainly.

15 Your Honor, you granted summary judgment as to our
16 counterclaims. On the face of our Answer and
17 Counterclaim we asserted a counterclaim for breach of
18 contract accompanied by good faith and fair dealing;
19 negligent misrepresentation, and unjust enrichment.

20 THE COURT: Okay.

21 MR. KEYS: The order appears to grant summary
22 judgment based -- yes?

23 THE COURT: Go ahead. It's starting to ring a
24 bell. Go ahead.

25 MR. KEYS: Based upon there not being a private

1 right of action under HMP. Nowhere have we claimed
2 that we're seeking a private right of action under HMP
3 on our face. We asserted those three counterclaims, as
4 said.

5 Your Order appears to rely on a District -- a
6 Federal District Court case that we would assert is
7 misplaced and not appropriately analogous. I would be
8 happy to go further into that.

9 Essentially, we would contend there are issues of
10 fact as to all of those three counterclaims. I would
11 be happy to kind of summarize how those have been
12 presented to the Court in the affidavit in opposition
13 of summary judgment as well as the records of Plaintiff
14 that were attached to the affidavit in opposition.

15 THE COURT: All right. On a motion to reconsider,
16 you need to point out to me where I didn't cover
17 something or it was erroneous as a matter of law. So
18 that's your standard here.

19 MR. KEYS: We're looking at the findings -- the
20 Order is interesting. Just before we get to the
21 standards it says, two paragraphs above, says
22 Plaintiff's counsel argued borrower failed to comply
23 with the Court's Order providing proof of income, that
24 the borrower lacked verifiable income resulting from
25 the denial of the borrower's HMP application, that the

1 borrower cannot maintain a private cause of action for
2 any decision relating to him and, therefore, the
3 counterclaims should be dismissed with prejudice.

4 First of all, we would assert, as to the facts
5 relating to income, Plaintiff hasn't submitted any
6 evidence in opposition to us.

7 Our facts relate to issues that occurred in 2008
8 through 2010. All the evidence in their affidavit for
9 summary judgment relates to loss mitigation efforts
10 after the initiation of this case in 2011. Those are
11 not the facts we're contesting. We asserted the
12 document or that the Defendant, in fact, did provide
13 verifiable income. I would be happy to kind of give
14 you a brief synopsis of what the affidavit in
15 opposition of summary judgment, along with its
16 attachments, how it does factually --

17 THE COURT: So I want to make sure we're in the
18 right analysis. Is the analysis, then, under whether
19 or not they've complied with the Chief Justice's
20 Administrative Order of 2011?

21 MR. KEYS: No. The analysis is that -- we're
22 arguing they breached the contracts. We have the
23 original note and mortgage they are suing under. We
24 also have a trial payment agreement.

25 THE COURT: Okay.

1 MR. KEYS: We attached the trial payment agreement
2 to the affidavit. We are asserting that essentially
3 they have this pattern and practice where he started to
4 communicate with them in 2008. He says I need a
5 modification or extension. It gets denied a couple of
6 times. They say, how about a forbearance agreement?
7 He says, okay great. Hands in the forbearance
8 agreement; 1400, makes a payment. They immediately
9 tell him, I'm sorry.

10 And, Your Honor, this is all supported by the
11 affidavit with the attachments.

12 They say, I'm sorry, you can't do a forbearance
13 agreement. You're going to have to make a payment of
14 2785, which is more than the amount of the monthly
15 payment under the note. That is a qualifying payment,
16 they say, for an extension agreement. So he pays that.

17 Then we end up in talking about trial payment
18 modification; submits all the documents. Makes
19 payments up until May of 2010. Signs the agreement,
20 sends it in, sends in everything they want. The
21 agreement attached thereto says, if you do everything
22 under this and you make all the payments we will
23 provide you with a modification.

24 THE COURT: Okay.

25 MR. KEYS: So he does that, and he continues to

1 make payments up until May of 2010 wherein they tell
2 him, I'm sorry, we can't accept the payment anymore.
3 You've been denied.. We'll look at you for a
4 modification under us. Then they deny him under that.
5 They say it's too much forbearance.

6 Well, Your Honor, he essentially, and their
7 records back this up, is making payments either under a
8 forbearance agreement, payments more than the amount of
9 the note or payments under the trial payment plan,
10 every single month until the month they filed the lis
11 pendens, wherein they rejected him for -- they said, we
12 won't accept your trial payment any more.

13 So we're asserting there are questions of fact.
14 The only question of fact they asserted in opposition
15 to that in their affidavit is Paragraph 3. It's also
16 within the Order, wherein their affiant says that in
17 2010 they were considered for a HMP modification and a
18 supplemental modification but were declined.

19 Then there is numerous evidence supported, but
20 it's all too post-litigation loss mitigation which are
21 not what our counterclaims are about.

22 We would also assert numerous counterclaims as to
23 misrepresentation, unjust enrichment, which wasn't
24 really addressed so much in the Order other than just
25 kind of stating it. I would be happy to get more into

1 that with you as well if you would like or --

2 THE COURT: Yes, keep going.

3 MR. KEYS: Okay. So negligent
4 misrepresentation --

5 THE COURT: What you're representing to me is that
6 Mr. Trickey made -- I guess it's Mr., isn't it?

7 MR. KEYS: We're representing that there are --
8 yes, Mr. Trickey.

9 THE COURT: That he did whatever he was supposed
10 to do? Right? Under every document they put in front
11 of him?

12 MR. KEYS: There are questions of fact -- in the
13 Order appears to say that just because this stuff
14 relates to HMP and there is no private cause of action
15 under HMP, that our counterclaims are dismissed. But
16 we did not assert a counterclaim for a private cause of
17 action under HMP. We asserted counterclaims that are
18 at law here.

19 THE COURT: All right.

20 MR. KEYS: So if you were to find that this motion
21 is denied we would request that the Order state that
22 he's been denied a right of breach of contract for good
23 faith and fair dealing because he doesn't have that
24 right, because he doesn't have a right for negligent
25 misrepresentation or unjust enrichment.

1 THE COURT: All right. Mr. Mlynarczyk?

2 MR. WLODARCZYK: Your Honor, I wasn't here in the
3 previous hearing. Ms. Arnold was. And I submitted to
4 you, in addition to the affidavit, Mr. Trickey's
5 deposition which had opportunity to review. Had full
6 anticipation that if the Court affirms this Order we're
7 going to go up on to the Court of appeals..

8 I would like to go ahead and get the full
9 deposition, which has been redacted which was why it
10 wasn't actually made a part of the record in the last
11 hearing, go ahead and put that in the file, Your
12 Honor.

13 THE COURT: All right.

14 MR. WLODARCZYK: I have one copy for you as well.

15 THE COURT: All right. Refresh my memory as to
16 why I granted you summary judgment. He's got a pretty
17 good argument, looks like.

18 MR. WLODARCZYK: He's kind of leaving some of the
19 facts out.

20 THE COURT: That's always a possibility.

21 MR. WLODARCZYK: We never disputed the fact that
22 we offered Mr. Trickey opportunities, prior to this
23 foreclosure, to participate in the Federal Making Homes
24 Affordable Program. He was actually given a temporary
25 payment plan with the proposed payments. Mr. Trickey

1 was making those payments subject to providing
2 verification of his income.

3 As you may recall, Your Honor, this is where
4 Mr. Trickey has apparently failed to keep any W-2s. He
5 argues he was self-employed during the 2008-2009 period
6 but doesn't keep any profit and loss statements;
7 doesn't -- hasn't filed taxes since 2009, which that
8 means that was for the 2008 income. So he couldn't
9 provide any tax records to my client, couldn't supply a
10 K-1, and he alleges he was a subcontractor for a
11 company but had no pay stubs, had no proof of cashed
12 checks in an account; nothing.

13 So as was presented through the deposition and
14 arguments by why he was denied for permanent
15 modification was the fact that every time my client
16 requested verifiable income his response was, I've
17 already given this to you, I don't have any, you're
18 going to have to take what I've not provided you and
19 just assume that what I said is true. Of course, it
20 resulted in the termination of the contract.

21 THE COURT: So I'm assuming -- I don't know. Was
22 there language in there that said he had to provide
23 that? That was part of the ongoing --

24 MR. WLODARCZYK: Yes. Everything is attached to
25 the documents; the temporary payment agreement, that

1 he's pre-approved subject to complying with the
2 agreement.

3 And, again, even in his deposition he admits that
4 no foreclosure action was commenced until after he had
5 stopped making payments pursuant to being told that he
6 did not qualify for the permanent modification. So
7 it's not like we filed the action and he was making
8 payments during the course of this action and then we
9 decided that he's not eligible for the program.

10 And, again, the rest of the matters that went
11 forward in the affidavit was because Ms. Arnold
12 challenged the fact that we were failing to comply with
13 the Chief Justice's Order because we continued to
14 request information, he failed to produce it; Your
15 Honor issued an Order saying back in February of 2013
16 he was to provide us with -- no, 2012, I'm sorry. He
17 was supposed to provide us K-1, W-2, whatever he had
18 showing he had income. He did not comply with the
19 Court's Order, so by the time we did the motion, had
20 the hearing and then issued the Order, that's why the
21 affidavit material deals with the 2011 matters.

22 However, again, we took his deposition. That was
23 before the Court and addresses all these issues.

24 Legally speaking, Your Honor, there was no -- the
25 cases cited by Ms. Arnold in the motion to reconsider

1 assert that -- deal with when a lender encourages a
2 borrower to default in order to try to get a
3 modification. In other words, if you're not in default
4 yet we can't modify your loan.

5 In this case, evidence in the deposition, he
6 admitted that he was in default before the modification
7 process was solicited and begun, so there was no
8 material change of positions. There is no deficiency
9 judgment sought in this matter, therefore, there is no
10 personal judgment against him. I don't believe he can
11 establish the breach of contract claim.

12 Quantum meruit, Your Honor, unjust enrichment, the
13 uncontested evidence before the Court in the form of
14 the affidavit is he owes \$338,721 on this matter.
15 Hasn't paid property taxes since 2008. Hasn't paid
16 homeowner's insurance since 2008. Testified at his
17 deposition that he took the \$1200 he keeps making on
18 this loan, using it the past four years to pay off
19 various debts.

20 So in terms of bringing an equitable action we
21 believe that his sworn testimony indicates that he has
22 not been acting equitably and, therefore, he wouldn't
23 have a cause of action.

24 Moreover, we haven't received anything to suggest
25 that we have been made whole to have an unjust

1 enrichment.

2 Finally, Your Honor, the negative
3 misrepresentation. I don't see where there is a
4 genuine issue as to the fact that he made a change of
5 position based on the fact that we said if you comply
6 with everything we'll modify your loan. Again, he was
7 already in default at that point in time, subject to
8 the requirements of the Federal government's HMP and
9 making the solicitation, and considering for that
10 program, which there is no private cause of action, so
11 we can't treat those. We were entitled to foreclose at
12 that point in time.

13 For those reasons, Your Honor, we believe that you
14 correctly ruled and we would ask that the motion, Rule
15 59 be denied.

16 THE COURT: All right.

17 MR. KEYS: Your Honor?

18 THE COURT: Just one second. Keep your thought.

19 Hold on.

20 (pause)

21 THE COURT: All right. Go ahead, Mr. Keys.

22 MR. KEYS: Yes, Your Honor.

23 Again, I feel like Plaintiff is discussing
24 different facts. If you look at page 410 of the
25 exhibit attached to the affidavit in opposition to

1 summary judgment it says that on 2/25 the profit and
2 loss statements were received. In fact, if I go
3 further in these documents it also says that they told
4 him that they were insufficient because they were not
5 up to date, so he sent them another one.

6 Prior to this -- earlier it also says the 2008
7 taxes were received. There is a question of fact
8 whether or not he was doing what they told him to do.
9 And they have guidelines that they have to follow.

10 As he stated, as to unjust enrichment, an example
11 of a guideline and misrepresentation under those HMP
12 guidelines, which essentially just become industry
13 policy standards for this stuff, they cannot charge
14 phone fee payments or speed payments. Those are
15 throughout this while they're considering him for HMP.
16 They are considering him for HMP for eight months.
17 Every time he makes a payment they are charging \$20 to
18 him.

19 THE COURT: Okay.

20 MR. KEYS: That's unjust enrichment by example
21 right there. It's how they applied these things. He
22 is sending in payments every month. They are not
23 applying them to the funds and they are collecting
24 while they are charging late charges. These are
25 questions of unjust enrichment.

1 Negligent misrepresentation, they are telling him
2 that they don't have the documents. They are saying,
3 well, you're in a forbearance agreement. No, you're
4 not. And this is all supported by these documents.

5 They are saying that you cannot use your rental
6 income. But then they say, wait a minute, you could
7 have used the rental income to show income.

8 They are saying that you must make a qualifying
9 payment to qualify for any extension agreement which is
10 more than the amount of the monthly payment.

11 Again, the speed pay charges I was talking about.
12 That's misrepresentation saying that they are allowed
13 to charge these fees when they are specifically not
14 under the guidelines. It's questions of fact, Your
15 Honor.

16 We have alleged proper causes of action. Whether
17 or not he agrees they are proper, we are in dispute as
18 to the facts surrounding them.

19 As to the case cited, Stefan(phonetic) as well,
20 Your Honor. The Federal Court case that deals with
21 Twomley(phonetic), so totally different standard. It
22 was a motion to dismiss and also to the point -- the
23 facts in that case involve a pro se' defendant bringing
24 a breach of contract, with implied covenants of good
25 faith and fair dealing, against a servicer with a

1 servicing agreement between the owner of the mortgage
2 and the servicer. So she was the third party. She had
3 no privity to that contract. That's actually what they
4 say in the decision in Stefan. It said it was denied
5 because she had no privity of contract. It's very
6 different from our circumstance where we're talking
7 about the owner of the note and mortgage.

8 And as to issues of foreclosure, that's not what
9 we're here for today, Your Honor. We're not discussing
10 default. We're discussing whether our causes of action
11 are appropriate.

12 THE COURT: Right.

13 I'm looking at Paragraph G of this trial
14 modification agreement.

15 MR. KEYS: Yes, Your Honor?

16 THE COURT: You want to turn to that?

17 MR. KEYS: Certainly.

18 THE COURT: E, F and G look to be relevant.

19 MR. KEYS: Yes.

20 THE COURT: This is from '09 I think.

21 MR. KEYS: Yes, Your Honor.

22 THE COURT: 10/1/09. It talks about the lender
23 accepting payments. (Reading) If, prior to
24 modification effective date, lender does not provide me
25 a fully executed copy of this -- I've not made trial

1 payments required or lender determines my
2 representations are no longer true and correct, my loan
3 documents will not be modified.

4 I understand G. Said Plaintiff's not a
5 modification of loan documentation -- and the loan will
6 not be modified unless and until, one, meet all
7 conditions; two, I receive a fully executed copy;
8 three, the date -- effective date is passed.

9 MR. KEYS: If I may, I would point out the very
10 first paragraph to you, Your Honor.

11 THE COURT: Time is of the essence? Which one?

12 MR. KEYS: In the very first page, first paragraph
13 under the Trickey Citimortgage.

14 THE COURT: Right.

15 MR. KEYS: Says, if I am in compliance with trial
16 period plan and my representations in Section 1
17 continue to be true in all material respects then the
18 lender will provide me with a home modification
19 agreement. Will provide me with.

20 We're arguing, actually, did he comply with it?
21 Those are the questions of fact we're partially dealing
22 with here.

23 Moreover, this is not the only agreement we're
24 talking about, Your Honor. And, as I said, there are
25 extension agreements, there are forbearance agreements,

1 there are trial modification plans. These have all
2 been things that he was making payments under, the
3 mortgage and note. Those all go back to the original
4 agreement. They are terms that they're modifying and
5 talking about within the original agreement.

6 So whether or not they were acting fairly and
7 properly, whether they were communicating with him
8 properly, saying they received the documents they said,
9 or asking him -- for instance, as to the trial
10 modifications and, again, I would point to the
11 documents attached to the affidavit. They said, please
12 send in all the documents. So he sent them in
13 documents. They tell him we're missing documents.

14 Eventually it says, well, the Citimortgage name
15 and address were not on Line 5 of the 4506-T which is
16 essentially the, you have authority to go to the
17 Federal government and look at my taxes forms. He had
18 signed it, executed it, but our name and address is not
19 on Line 5, so that's not complete. He said, well,
20 okay. I'll give you authority to write that in there.
21 So we're good. Now they are saying your profit and
22 loss, a couple weeks later, is out of date. So he
23 said, you're good, we'll send a new one. He sends a
24 new one in. About that time that's where they tell
25 him, I'm sorry, we're not going to accept payments any

1 more and we reject you for, it appears, lack of
2 documents.

3 MR. WLODARCZYK: Your Honor?

4 MR. KEYS: It's whether there is a fair shake.

5 THE COURT: All right.

6 MR. WLODARCZYK: I would point out the same
7 agreement you're looking at. The second paragraph
8 under the first page -- I'm getting old. I can't see.
9 I couldn't read, Judge --

10 THE COURT: If I've not done so -- I'm providing
11 confirmation. Is that what you're reading?

12 MR. WLODARCZYK: Exactly, Your Honor. Where it
13 talks about verification of all income. Documents --
14 Your Honor, that was the reason why it was denied.
15 That's ultimately what those notes reflect, that it was
16 denied for failure to provide income.

17 Even assuming he provided profit and loss
18 statements, Your Honor, by his own testimony the last
19 time he filed taxes was in 2008. It doesn't matter if
20 he completed a 4506-T for 2009. There would be nothing
21 my client could get.

22 In fact, we had a motion to compel previously,
23 Your Honor, because we were trying to get his tax
24 records to find out what he had. They said you don't
25 need those. Then when we finally show up for the

1 motion to compel hearing, that's when we found out he
2 hadn't filed them in 2009 which was from 2008 income,
3 Your Honor.

4 So as a matter of law, assuming everything was
5 provided, I don't see how the Court or anyone else can
6 find that he had verifiable income when he has not
7 filed taxes and there is no indication that he provided
8 proof of income.

9 MR. KEYS: Again --

10 THE COURT: I think that's the key. I'm looking
11 at page 7 of my Order.

12 Even assuming there is no private cause of action
13 of HMP -- let's just throw that out -- I made a finding
14 that the uncontested evidence is the borrower had no
15 verifiable income at all times relevant.

16 He may have been making the payment.

17 MR. KEYS: Your Honor, I would submit that if you
18 look -- and I realize these are very hard to read off
19 the top of our head here. If you look in these
20 documents that were before you it shows that he did, in
21 fact, produce documents of income back in 2009. He --

22 THE COURT: Not income; verifiable income.

23 MR. KEYS: He produced bank statements, he
24 produced, you know, pay stubs. He produced 2008 taxes
25 which were the current taxes at that time. He also

1 produced profit and loss statements; more than one.
2 And these documents reflect that was the case.

3 He and I are arguing questions of fact which are
4 essentially hearsay without having -- and I'm saying I
5 would like more of an opportunity to flesh this out in
6 trial with witness testimony.

7 THE COURT: I understand that. And I'm looking
8 for the verifiable income that I ordered you-all to
9 compel back in 2011, I think it was. Was that --

10 MR. KEYS: The income you asked us to provide was
11 to recent income. We don't have -- it's a different
12 question of fact. It's a different factual
13 circumstance. I don't have the -- he's a contractor.
14 I don't have his 2011 taxes. But that's not our --
15 that's not the questions of fact to our counterclaim.
16 They deal with --

17 THE COURT: Okay. I'm going to deny the motion.
18 You-all can take it up.

19 MR. WLODARCZYK: Thank you, Your Honor.

20 MR. KEYS: May we submit a proposed order, too?

21 THE COURT: Sure.

22 MR. KEYS: Thank you. We'll send you a copy as
23 well.

24 (Discussion off the record.)

25 THE COURT: I'll take a look at it.

1 MR. WLODARCZYK: I think the Rule 59 requirement
2 has already been ruled upon. It's already been raised.
3 A simple Form Four would just reserve their argument
4 for appeal in their motion.

5 MR. KEYS: Your Honor, we request --

6 THE COURT: I'll do a Form Four, but I'll wait
7 until you get me an order, as long as you get me an
8 order within 15 days.

9 Thank you, Mr. Keys.

10 (Hearing concluded.)

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STATE OF SOUTH CAROLINA)
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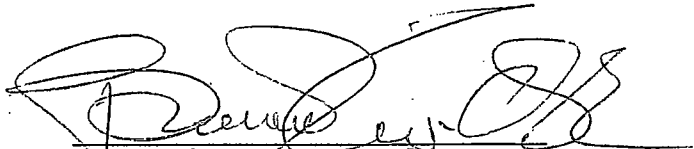
C E R T I F I C A T E

COUNTY OF CHARLESTON)

I, Bernadette A. Cali, Notary Public, do hereby certify that the within hearing was taken and transcribed by me; and that the foregoing pages are a true and accurate transcript of the within proceedings. I further certify that the persons were present as stated.

I further certify that I am not of counsel or kin to any of the parties to this action, nor am I interested in the result of the said action.

IN WITNESS WHEREOF, I have hereunto subscribed my name, this November 14, 2013.


Bernadette A. Cali, CSR
Notary Public
My Commission Expires
April 5, 2020

1 State of South Carolina)
2 County of Charleston)
3 CitiMortgage, Inc.,) 2010-CP-10-5775
4 Plaintiff,)
5 vs.) Deposition
6 Brodie M. Trickey aka) of
7 Brodie McCary Trickey)
8 and Barberry Woods) Brodie M. Trickey
9 Association,)
10 Defendants.)
11)
12)

13 Deposition of Brodie M. Trickey, taken before
14 Sandra J. Ayers, a notary public in and for the State of
15 South Carolina, commencing at the hour of 1:02 p.m.,
16 Friday, June 1, 2012, at the office of Mary Leigh
17 Arnold, PA, 749 Johnnie Dodds Boulevard, Suite B, Mount
18 Pleasant, South Carolina.

19
20
21 Reported by
22 Sandra J. Ayers
23
24
25

1 last three years and my bank statements for the
2 last twelve months.

3 Q Okay. All right. Let's go to the initial mortgage
4 in this matter. Did you and CitiMortgage enter
5 into an agreement which resulted in the creation of
6 a note and mortgage on this particular property?

7 A I'm not sure what you mean.

8 Q Okay. Well, did you make an application to borrow
9 money from CitiMortgage?

10 A Correct. Yes, I did.

11 Q Was the purpose of that -- my understanding -- to
12 refinance a preexisting mortgage?

13 A Yes.

14 Q Okay. Who was the preexisting mortgage with?

15 A I can't remember at this time.

16 Q Okay. And do you recall the terms of that
17 mortgage: the interest rates? kind of what your
18 monthly payments were?

19 A Not offhand. I don't want to guess.

20 Q Okay. When did you first get the mortgage that you
21 are refinancing with the previous company?

22 A The mortgage that Citi -- prior to Citi?

23 Q Prior to Citi.

24 A I think I -- that's probably two to three years
25 old.

00 296

1 Q Okay.

2 A It's been -- I've refi'ed multiple times.

3 Q All right. I have some documents here we're going

4 to look at. But what I have before me is a copy of

5 a note and mortgage, and they're dated

6 approximately 2007. Would you -- do you feel

7 confident, once you look at these, that that's

8 around the date that you got into the Citi

9 mortgage?

10 A Yeah.

11 Q Okay. And you said you've refinanced several

12 times. Do you know how many times you've

13 refinanced the original mortgage?

14 A I think I've been through two refinances.

15 Q Okay. When did you originally purchase the

16 property?

17 A I think it was '04 -- spring of '04.

18 Q And did you get a mortgage -- mortgage to purchase

19 the property at that point in time?

20 A Yes.

21 Q Okay. And then you refinanced it how many times

22 after that, not including Citi?

23 A I think two.

24 Q Two times. Okay. And what was the purpose of

25 those refinances?

00 297

1 A One was to put money back into the home.

2 Q Okay.

3 A Two was we were in a bad spot in business. Pulled
4 money out to pay business debts, and that was it.

5 Q Okay. And what was the purpose of refinancing your
6 loan with the -- the -- the Citi loan?

7 A That was to pay off debts to try to elevate my
8 credit score to refinance again immediately.

9 Q Okay. Did you have a -- an attorney represent you
10 in the closing of that loan?

11 A I did.

12 Q Do you remember who -- what -- what attorney that
13 was?

14 A I do not.

15 Q Okay. Is that --

16 A I do have his information still.

17 Q Is that a personal attorney that you've used in the
18 past?

19 A No, sir.

20 Q Okay. I think we'll just go through some documents
21 here. Take a look at that document. If you could
22 take your time and look through it and see if you
23 can identify what that document purports to be. Do
24 you recognize that document, sir?

25 A I do.

00 298

1 Q And what does that purport to be?

2 A This is just -- just my agreement with
3 CitiMortgage.

4 Q Okay. And just -- what I'm doing is just reading
5 off what's on this document. You let me know if --
6 if what I'm stating is correct. The document's
7 captioned a "Note"; is that correct?

8 A Oh, I'm sorry?

9 Q It's called a "Note."

10 A Yes.

11 Q The document's called a "Note"?

12 A Yes. Yes, yes, yes.

13 Q Okay. And that's your agreement as to what was
14 going to be borrowed and the terms of how it was
15 going to be paid back; is that correct?

16 A Yes.

17 Q I -- it looks like you borrowed, at the time of
18 this document, \$255,575?

19 A Correct.

20 Q And, from my understanding from your previous
21 testimony, some of that -- or some of that money
22 was to satisfy the mortgage that was currently
23 existing before you got this one.

24 A Correct.

25 Q And some additional money was going to pay off

00 299

1 various debts that you had.

2 A Correct.

3 Q Okay. The interest rate on this particular one --
4 note, in Paragraph 2, indicates it was 9.475
5 percent; is that correct?

6 A That's correct.

7 Q Was that a better interest rate than the --

8 A No.

9 Q -- loan that you had?

10 A Much higher.

11 Q Okay. What was the previous note terms?

12 A It was an ARM. I don't remember what the final
13 interest rate was, but I know this was much higher
14 than -- than I was paying when I started.

15 Q Okay. But your previous note was a five-year
16 adjustable mortgage, would that be --

17 A I believe that's what it was. It may have been a
18 three-year.

19 Q Okay. Do you know if it was interest only, or
20 interest and principal?

21 A It was interest only.

22 Q Interest only. And this was a 30-year loan; is
23 that correct?

24 A Yes.

25 Q At a fixed rate? 00 300

1 A Yes.

2 Q Okay. According to Paragraph 3, I guess your
3 monthly principal and interest payments were going
4 to be \$2,065.35?

5 A Yes.

6 Q Were you paying your taxes and housing insurance
7 with escrow, or were you paying that individually?

8 A Escrow.

9 Q Okay. Is that your initials at the bottom of the
10 first and second page?

11 A Yes.

12 Q And is that your signature on the third page?

13 A Yes.

14 Q Okay. And do you have any information that there's
15 any other terms of this note, aside from what's in
16 this agreement?

17 A No.

18 Q Okay.

19 MR. WLODARCZYK: (To the court reporter) And
20 we'd like to have that marked as Plaintiff's
21 A, if you wouldn't mind.

22 (Ms. Arnold enters the deposition at
23 1:14 p.m.)

24 Q If you could give her your copy. That's going to
25 be the original. 00 301

1 Plaintiff's Exhibit A, Copy of "Note."

2 Q Okay. And this document, if you could do the same
3 thing with -- just look at it and --

4 (Sotto voce discussion between
5 Ms. Arnold and Mr. Keys.)

6 MR. KEYS: We would like to note on the record
7 that these are copies and not original
8 documents.

9 (Ms. Arnold exits the deposition at
10 1:14 p.m.)

11 Q You ready, sir?

12 A I think so.

13 Q Okay. Do you recognize what this document is?

14 A Not entirely.

15 Q Okay. Does it purport to be a mortgage?

16 A Yes.

17 Q Okay. And are those your initials on the bottom of
18 each page and your signature on the page towards
19 the rear, I would say?

20 A They do.

21 Q Those are your signatures?

22 A Yes.

23 Q Okay. When you entered into a -- the -- the note -
24 - the \$255,000 note that we already discussed, was
25 your understanding that you were giving

1 CitiMortgage a -- an -- or a security interest in
2 the house that you were living in at the time?

3 A Yes.

4 Q Okay. And that was your understanding that if you
5 defaulted on the terms on the note or could not pay
6 that they would have the right, under the terms of
7 your agreement, to foreclose on the property that
8 you lived in?

9 A Yes.

10 Q Okay. Do you dispute any of the terms within this
11 mortgage? In other words, do you maintain that any
12 terms were added that weren't original to this
13 document, the ones that bear your signature?

14 A No.

15 Q Okay. And we will acknowledge that this is a copy;
16 is that correct? It doesn't bear your original
17 signature?

18 A Yes.

19 Q Okay.

20 MR. WLODARCZYK: (To the court reporter) And
21 if we'd get that marked as Plaintiff's B.

22 Plaintiff's Exhibit B, Copy of
23 "Mortgage."

24 Q Mr. Trickey, tell me a little bit about what
25 happened with regards to getting behind on this

1 hand corner, bears the same date: September 26,
2 2007?

3 A It does.

4 Q Okay. And that would be the approximate time that
5 you closed this particular loan?

6 A Yes.

7 Q All right. At the time that you closed this loan
8 in September 26 of 2007, you said it was your
9 intent to refinance at a later date; is that
10 correct?

11 A Yes.

12 Q Did you have any plans in place at that particular
13 time to refinance?

14 A I was dealing with a -- a -- a mortgage officer at
15 the time. And my plans were, as soon as my credit
16 got to where it needed to be, I would refinance.

17 Q Okay. So this wasn't going to be an immediate
18 refinance?

19 A I think -- yeah -- my plan was less than six
20 months.

21 Q Okay. And who was the mortgage -- was it a
22 mortgage broker?

23 A It was actually a friend of a friend that was a
24 mortgage broker.

25 Q Okay. Was the mortgage broker employed by

1 CitiMortgage, or did he --

2 A No.

3 Q -- did he have his own shop?

4 A Well --

5 Q Or affiliated with a company?

6 A Affiliated with a company.

7 Q And what company was that?

8 A I do not remember the company name.

9 Q What was his name?

10 A It was her. Her name was -- I can't even remember

11 her last name. Or maybe not her first name either.

12 Jenny was her first name. I can't remember her

13 last name.

14 Q Okay. Is she still a mortgage broker?

15 A I don't think so.

16 Q All right. At the time that you entered into this

17 agreement with CitiMortgage on September 26, 2007,

18 did you have any representations by CitiMortgage

19 that they would either refinance your loan or give

20 you a new loan at better terms?

21 A Not with CitiMortgage. No.

22 Q Okay. Do you recall when you were first offered --

23 based on your prior testimony -- the opportunity to

24 apply for a loan modification?

25 A I do.

1 Q And what would be your understanding to benefit
2 CitiMortgage's desire to modify the terms of this
3 agreement with you if your loan was current?

4 A Not sure.

5 Q Okay. What documents, if any, did you complete in
6 order to see if you could modify your loan?

7 A Everything they sent me.

8 Q Okay. Well, specifically, do you recall what that
9 was?

10 A I -- there were many, many documents. I'm not
11 sure.

12 MR. WLODARCZYK: A stapler? Or actually, I'll
13 just use this; this is fine. You have a
14 stapler? Do you have a stapler?

15 THE COURT REPORTER: Uh-huh. Maybe not
16 anymore.

17 MR. WLODARCZYK: Okay, thanks. We'll just --

18 MR. KEYS: I can go get one.

19 MR. WLODARCZYK: Okay.

20 (Mr. Keys exits and reenters the
21 deposition at 1:26 p.m.)

22 MR. WLODARCZYK: (To Mr. Keys) Thank you.

23 Q Mr. Trickey, if I could just have you look through
24 that document. I believe it's marked at the
25 bottom, BT 1, through 14, would be the last page.

1 Those are documents that were provided to your
2 attorney in discovery.

3 A Okay.

4 Q Just take a look at it and see if -- if you recall
5 that document.

6 A I do.

7 Q Okay. Was that part of the documentation that you
8 completed in order to get your loan modified?

9 A Definitely was part of it.

10 Q Okay. And you produced bank statements and some
11 other information at the time you submitted that,
12 as well?

13 A Yes.

14 Q All right. What was the date of that document? I
15 believe it's on the front page. And I apologize I
16 don't have a copy with me.

17 A Well, the date of my signature is 9/24/09.

18 Q Okay. Is there a handwritten statement on there,
19 basically asking you why you desired to have the
20 loan modified?

21 A There is.

22 Q Was that a statement written by you?

23 A It is.

24 Q Okay. And that's your handwriting?

25 A It is.

1 Q Can you read through that statement to yourself and
2 tell me if that is, in fact, what you wrote down
3 and represented to CitiMortgage?

4 A It's pretty accurate.

5 Q Okay. Rather than having you read it into the
6 record, we'll just have that marked as Plaintiff's
7 C.

8 Plaintiff's Exhibit C, Copy of "Home
9 Affordable Modification Trial Period
10 Plan."

11 MR. WLODARCZYK: (To Mr. Keys) And she's
12 going to mark that for him.

13 THE DEPONENT: Oh.

14 MR. WLODARCZYK: It's going to be the whole
15 document. I --

16 THE DEPONENT: Okay.

17 MR. WLODARCZYK: Let me see that for a second.

18 Q Now on page 2 of this document, it indicates, I
19 believe, what your proposed modification payment
20 plan would be under the new terms -- does -- if it
21 goes through; is that correct?

22 A Correct.

23 Q Okay. And my understanding -- you had no dispute
24 with those particular payments? The --

25 A No.

1 Q And as -- can you just tell me how much that is?

2 A \$1,226.33.

3 Q Okay. Now, the statement that you made in that
4 document was that because of the -- the economic
5 downturn -- the fact that you were in construction
6 business -- that you could no longer afford the
7 \$2,000 payments, approximately -- under the terms
8 of the note and mortgage; is that correct?

9 A Correct.

10 Q Okay. And it's my understanding, even as we sit
11 here today, that you maintain you could afford the
12 proposed payments in -- under the terms of that
13 modification agreement; is that correct?

14 A Correct.

15 Q Okay. Is that your position still today, that if
16 you got those specific terms, you could afford
17 those monthly payments?

18 A Absolutely.

19 Q Okay. I have here another document. If you could
20 identify that one. And do you recall that
21 document?

22 A I think so. I think this is -- put a -- they put a
23 payment on the back end of the loan --

24 Q Okay.

25 A -- is that correct?

1 Q And was that your signature on the second page?

2 A It is.

3 Q All right. Do you have anything to contest the
4 terms of what's in that document?

5 A I don't think so. No.

6 Q Okay. And what's the date of that document?

7 A 2/25/09.

8 Q So the start of 2009; is that correct?

9 A Correct.

10 Q And that document indicates that the -- the loan
11 was in default at that point in time?

12 A I'm -- I'm assuming, yeah --

13 Q Okay.

14 A -- if I was asking for an extension.

15 Q To restructure it so you could, hopefully, bring
16 the loan current?

17 A Yes.

18 Q And that was before you entered into any agreements
19 to modify the terms of the loan in the Exhibit C?

20 A Yes.

21 Q Okay. So going back to my prior question, now that
22 you've had the opportunity to look at some of these
23 documents. When you entered into discussions with
24 Citi about the loan modification process and
25 getting the lower payment, according to the signed

1 statement that you have, the loan was already in
2 default at some point in that -- before that --

3 A At some point, it definitely was.

4 Q Okay.

5 A I thought these brought my loan current.

6 Q Okay.

7 A At this time.

8 Q I understand. Let's just, if we can, get all the
9 exhibits together so we just have --

10 MR. KEYS: And if we can just have that noted
11 as a copy, as well.

12 MR. WLODARCZYK: Yeah. And that will be
13 Exhibit D.

14 Plaintiff's Exhibit D, Copy of "Extension
15 Agreement."

16 (Sotto voce discussion between Mr.
17 Wlodarczyk and the court reporter.)

18 Q Now, Mr. Trickey, as part of this loan modification
19 agreement, I believe you stated that you had to
20 produce documentation to CitiMortgage?

21 A Yes, sir.

22 Q Okay. And that consisted of bank statements,
23 income verification, things along those lines?

24 A Yes.

25 Q Okay. Now, is it your understanding, that if -- if

1 all of the required documentation was not produced,
2 that the loan -- loan modification could not be
3 made permanent?

4 A It was my understanding that when I was making the
5 trial payments that I had already been pre-
6 approved.

7 Q Okay. Pre-approved?

8 A Approved. You make -- it says in one of the
9 documents that if I make these three payments --

10 Q Uh-huh.

11 A -- then they'll move it into a -- something more
12 permanent.

13 Q Okay.

14 A And I made many more payments than three. And it
15 was never moved into a permanent state or switched
16 to a permanent modification.

17 Q How many payments did you make?

18 A I want to say in the neighborhood of eight --

19 Q Okay.

20 A -- nine.

21 Q When was the last payment that you made to
22 CitiMortgage?

23 A I don't know, offhand.

24 Q Approximately.

25 A I couldn't even tell you. A -- a year and a half

1 ago --

2 Q Okay.

3 A -- two years ago.

4 Q Before the foreclosure was filed? The lawsuit.

5 A I mean I wasn't in foreclosure when I stopped
6 making payments.

7 Q Right. Since this lawsuit was filed -- the
8 original summons and complaint which was served on
9 you -- have you made a payment --

10 A No.

11 Q -- since then?

12 A No.

13 Q Okay. Rather than have you go through and -- and
14 specifically discuss all the specific terms in the
15 loan application -- the loan modification
16 application that you submitted, if you can just
17 take the time to go through this and tell me if you
18 dispute any of the terms within this agreement.

19 Other words, do you believe that any paragraphs
20 were inserted that weren't originally there. And
21 it's -- and it's my understanding that these
22 documents were mailed to you to complete and return
23 to Citi; is that correct?

24 A Yeah.

25 Q Okay.

1 A Appears to be.

2 Q Okay.

3 A Appears the back one.

4 Q And that was in October of 2009, approximately,
5 when you completed that one? Or when your
6 signature was on it, I believe.

7 A Well, that was -- yeah. I don't see it. That was
8 9/10/09.

9 Q September 10th of 2009?

10 A (Nods head up and down.)

11 Q And do you recall having conversations over the
12 telephone with representatives of CitiMortgage in
13 October of 2010 -- or -- I'm sorry -- January of
14 2010, in which they were asking for additional
15 documentation regarding your loan modification?

16 A I've had a hundred conversations with people from
17 CitiMortgage, so --

18 Q Okay. Do you recall conversations with
19 CitiMortgage after submitting those documents in
20 which they were asking for additional information
21 to verify your income; specifically, profit and
22 loss statements from your business?

23 A I don't recall individual conversations of that
24 nature but --

25 Q Okay. Do you recall CitiMortgage requesting profit

1 and loss statements from your business to verify
2 the income -- your income?

3 A Not specifically.

4 Q Okay. Do you maintain profit and loss statements
5 from your business?

6 A Not typically. I'm working for somebody else. I
7 don't at this point in time.

8 Q Okay. Let me go back, then. It's my understanding
9 at the time that you were seeking to modify this
10 loan, you were self-employed through your own
11 construction business?

12 A I was working with somebody else as a
13 subcontractor. So however you want to phrase that.
14 I could be -- you could consider me self-employed.

15 Q Okay. What was the name of the business?

16 A The Fielding Group.

17 Q Okay. And you are a subcontractor of that
18 business?

19 A More or less. I wasn't under -- protected by his
20 insurance or anything like that. So I would assume
21 you would consider me a subcontractor.

22 Q Did your business have any specific legal entity
23 name? In other words, with --

24 A No.

25 Q Okay.

1 A There was not.

2 Q So it was just yourself doing business as?

3 A Uh-huh.

4 Q Is that a yes, sir?

5 A Yes.

6 Q Okay. What was your method of being paid according
7 to your relationship with the Fields (as spoken)
8 Group?

9 A By check.

10 Q By check? Okay.

11 And were there any income reporting documents
12 provided to you by the Fielding Group?

13 A I have one from 2009.

14 Q Okay.

15 A A 1099.

16 Q Okay.

17 A And that's the last document from the Fielding
18 Group.

19 Q Okay. Is that -- how long were you employed by the
20 Fielding Group?

21 A Well, it switched company names. The Fielding
22 Group, in particular -- same group of people,
23 different names -- Fielding Group, in particular, I
24 would say three years.

25 Q Okay. And how long had you been employed by that

1 same group of people?

2 A A total, I would say, in the neighborhood of five
3 years.

4 Q And did you always have the same relationship with
5 them in terms of how you were paid and the work you
6 performed?

7 A It wasn't exactly structured the same at the
8 beginning.

9 Q Okay. Did they always provide a 1099 to you with
10 regard to what you made for a year?

11 A In the beginning, they did not 1099 me. It was --
12 it was taxed.

13 Q Okay.

14 A Prior to me receiving the funds.

15 Q So you would get a W-2 at the end of some years?

16 A Yes.

17 Q Do you know when you switched from receiving a W-2
18 to a 1099?

19 A I do not know a date offhand.

20 Q Okay.

21 A I want to say when the first company collapsed.
22 And that was -- or -- or went out of business, I
23 should say -- and that was years ago.

24 Q And what was that name of that company?

25 A SeaTown Homes.

1 Q Okay. And was that a South Carolina limited
2 liability company or corporation?

3 A Yes.

4 Q Okay. And you mentioned the 1099 you received in
5 2009; is that the last formal form documentation of
6 income that you've received since 2009?

7 A Yes.

8 Q Okay. And it's my understanding that taxes have
9 not been filed -- self-employment taxes have not
10 been filed -- for the past -- since when?

11 A Since --

12 Q Or the last year?

13 A -- 2009.

14 Q 2009? Okay. And who do you currently work for?

15 A John Gricunas.

16 Q And does he have a business name?

17 A Gricunas Custom Builders.

18 Q Is that a doing business as, or is he formally a
19 formal entity? In other words, do you know if he's
20 an LLC, an LLP, or --

21 A I --

22 Q -- just does the name?

23 A I'm not sure.

24 Q Okay. And how do you receive income from your
25 current employer?

1 Q Okay.

2 A -- that were written to me.

3 Q Okay.

4 A So that's how it was verified.

5 Q Okay. But you -- you only had one 1099 from 2009.
6 What was the last year you filed taxes in?

7 A It was '09.

8 Q '09 was the last year you filed taxes. And you did
9 not have a profit and loss statement prepared?

10 A No. I'm not -- I prepared something with an
11 accountant. I'm not sure what we -- what it was
12 called. I -- I'm --

13 Q Okay. Is that your normal accountant, or is that
14 someone that you went out and got for the purpose
15 of the loan?

16 A Friend of mind for the purpose of this.

17 Q Okay. And what is his name?

18 A Joey Basha.

19 Q Can you spell his last name for me?

20 A I believe it's B-a-s-h-a.

21 Q Is he here in town?

22 A He is.

23 Q And what would be the -- does he have a business?

24 A He does.

25 Q What's the business name?

1 A I believe it's just that -- his name.

2 Q Joey Basha?

3 A Yes.

4 Q Is he a CPA?

5 A Yes.

6 Q Okay. Friend of yours?

7 A Friend of a friend.

8 Q Okay. Is that Mount Pleasant or Charleston or
9 Johns Island?

10 A That's West Ashley.

11 Q West Ashley. So would it be accurate to say then,
12 based on -- based on what I'm seeing -- that you
13 haven't made a mortgage payment or rental payment
14 since at least the inception of this lawsuit; that
15 you have been spending the money that would
16 normally have been going to those payments?

17 A I haven't been spending it.

18 Q Okay. Well, my previous question was that how much
19 cash would you have if you looked into all the
20 assets available. And you said probably less than
21 a thousand dollars.

22 A I thought you said my bank accounts. Less than a
23 thousand dollars.

24 Q Okay. Cash on hand. How much would you have?

25 A I'd -- on me? At the moment?

1 Q If -- if you had to come up with all the -- all the
2 cash that you could possibly come up, that -- that
3 you owned, that is yours -- at this point in time -
4 - from wherever you have it located, how much do
5 you believe you would have?

6 A Strictly cash? Several thousand dollars. Two
7 thousand dollars.

8 Q Okay. So your total liquid assets -- and by that I
9 mean what's in your checking account, savings
10 account, investment CDs, anything that you could
11 cash out, plus cash on hand would probably be
12 around two to three thousand dollars?

13 A I'd say that's accurate.

14 Q Okay. So if the proposed temporary payment plan
15 was about a thousand dollars a month, rounding
16 down, for -- for simplistic math purposes and you
17 indicated that the last payment was a -- a year to
18 a year and a half ago, where would the twelve to --
19 was it eighteen thousand dollars that would have
20 normally have been going to those payments -- what
21 happened to that money?

22 A I -- I have helped my fiancée with numerous things.

23 Q Okay.

24 A And I have reduced a lot of debt.

25 Q So going back to my question about income

1 entered into with regard to this note and the
2 mortgage on your property were somehow
3 misrepresented to you?

4 A The original mortgage.

5 Q The -- that's what I'm talking about. The original
6 note and mortgage. When you went back in 2007 and
7 got a loan from CitiMortgage to pay off the
8 preexisting mortgage and pay off some of your
9 debts, the terms of that, which are in documents A
10 and B, are there any misrepresentations in there,
11 to your knowledge?

12 A No.

13 Q Okay. So you contracted with Citi for what you
14 thought you were contracting, the 255,000, at the
15 approximate 9 percent, the payment terms, things
16 along those lines?

17 A Yes.

18 Q Okay. And as -- from what I understand, it's your
19 position that you provided all of the information
20 required to have your loan application -- loan
21 modification application converted into a permanent
22 modification?

23 A Yes.

24 Q Okay.

25 A On more than one occasion.

1 Q Okay. Well, how many -- what were the multiple
2 occasions?

3 A I know I've sent at least two full packets to
4 CitiMortgage. One when I was out of town; they
5 claimed they didn't have the first one. And I
6 actually put another one together when I was out of
7 town at work and sent two immediately following
8 each other.

9 Q Did you keep any copies of those packets that you
10 sent?

11 A I had everything. It's like I told Sammie when I
12 was in Asheville, I had a -- my briefcase stolen
13 with everything in it, including my laptop. All of
14 the original documents. But most of them appear to
15 be here.

16 Q Okay. And to your knowledge, what did you provide
17 Citi?

18 A Everything they asked me for.

19 Q Okay. What was that?

20 A Basically filling out all their paperwork. You
21 know, everything. They asked me about my bills, my
22 expenses, my -- what I was being paid, copies of
23 checks, bank accounts, everything they asked me
24 for.

25 Q Okay. And at that point in time, you were

1 receiving checks from the Fields (as spoken) Group?

2 A Yes.

3 Q Okay. But the only ultimate document -- year-end
4 document regarding income was a 1099 -- the 2009
5 1099?

6 A Yes. They did -- he -- the Fielding Group did
7 print out a 1099 for 2010, but I was not required
8 to pay the taxes on that.

9 Q Are they still in business?

10 A They are.

11 Q Okay.

12 A It's a -- it's a -- a -- a "he." It's just one
13 person now.

14 Q Was the 1099 an accurate representation of what
15 your total income was for that year?

16 A In '09?

17 Q Yes, sir.

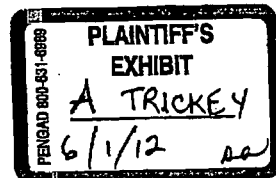
18 A For what the Fielding Group paid out?

19 Q For -- for what you made total in terms of
20 compensation? Because I recall it being 25,000,
21 maybe?

22 A Yeah. I don't -- I mean, I think my income was
23 probably more than that.

24 Q Okay.

25 A That's what I was 1099'd for.



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

Walters Kluwer Financial Services
VMP®-EN (02/07).01
Page 1 of 3

Form 3200 1/01

10/20/01



CitiMortgage 3.2.11.07 V2

P.03 1 243 552 2675

STEVE RUBINSTEIN, P.A.

SEP-26-2007 14:48

00 325

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.

1680

VMP 6-5N (12/27/01)

Page 2 of 3

Form 2905 1/01
Indicate

CM Mortgage 3.2.11.07 V2

P.24 1 843 532 2679

STEVE RUBINSTEIN P.A.

SEP-26-2007 14:41

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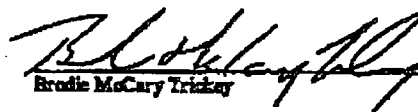
10. UNIFORM SECURED NOTE

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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VMP 6-N (2277)01

Page 2 of 2

Form 2200 1/01

CRIMortgage 3.2.11.07 V2

P.05 1 843 852 2675

STEVE RUBINSTEIN, P.A.

SEP-26-2007 14:41

00 327

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) 679-MERS.

1680

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

VMP-6A(SC) (0409).01

Page 1 of 15

Initials: *[Signature]*

VMP Mortgage Solutions, Inc.



CitiMortgage 3.2.11.07 V2



00 328

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

1650

SA(SC) (0402).01

Page 2 of 15

Initials

[Signature]

Form 3041 1/01

CitiMortgage 3.2.11.07 V2

00 329

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.

1680

GA(GC) 0405.01

Page 5 of 15

Initials

[Signature]

Form 3041 1/01

CitiMortgage 3.2.11.07 V2

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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.

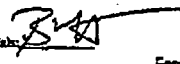
Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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 to 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.

1680

6A(SC) (04/01) 01

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initials

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CMtMortgage 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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6A(SC) (04/09) 01

Page 13 of 18

BND

Form 3041 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:

DMCahan

Brodie M. Trickey

(Seal)

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

S-

Brodie M. Trickey

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MP-5A(SC) (0405).01

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Form 3041 1/01
CitiMortgage 3.2.11.07 V2

00 341

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

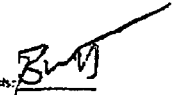
My Commission Expires: 7/24/13



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Initials: 

Form 3041 1/01
CluMortgage 3.2.11.07 V2

00 342 -

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 CiticMortgage, 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

Burberry 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.

1680

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: *BL*



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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: *Brgt*

Form 3150 1/01

CM Mortgage 3.2.11.07 V2

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

Brodie M. Trickey

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

Brodie M. Trickey

1680

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Form 3150 1/01

ChMortgage 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 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)

HELPING YOU STAY IN YOUR HOME.

You may be able to make your payments more affordable.
Act now to get the help you need!

Investor Loan #: 1680

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Step One of Two-Step Documentation Process)

Trial Period Plan Effective Date (Beginning of Trial Period): 10 | 1 | 09

Borrower ("I"): BRODIE MCCARY TRICKEY,

Lender ("Lender"): CitiMortgage, Inc.

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 9 | 26 | 07

Loan Number: 1680

Property Address ("Property"): 1759 HICKORY KNOLL,

City: JOHNS ISLAND

State: SC

Zip: 29455

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"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. My Representations. I certify, represent to Lender and agree:

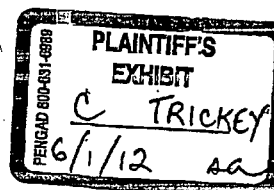
- I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- I live in the Property as my principal residence, and the Property has not been condemned;
- There has been no change in the ownership of the Property since I signed the Loan Documents;
- I am providing or already have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
- Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- If Lender requires me to obtain credit counseling, I will do so.

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Citi never sleeps



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BT 0001

2. **The Trial Period Plan.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$ 1226.33.

Trial Period Payment #	Trial Period Payment	Due Date On or Before		
1	\$ 1226.33	10	1	09
2	\$ 1226.33	11	1	09
3	\$ 1226.33	12	1	09
4	\$ NA	NA	NA	NA

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (I) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (II) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and
- G. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan. If under the Lender's procedures a title endorsement or subordination agreements are required to ensure that the modified mortgage loan retains its first lien position and is fully enforceable, I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received an acceptable title endorsement and/or subordination agreements from other lien holders, as Lender determines necessary.

- 3. The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Lender will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. If the Loan Documents provide that the note and mortgage may be assumed by a transferee of an interest in the property, the Modification Agreement will provide that, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.
- 4. Additional Agreements.** I agree to the following:
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Plan, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
 - B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
 - C. That this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account. If the Loan Documents do not currently have Escrow Account provisions, such Escrow Account provisions, including such provisions as determined necessary to conform the Loan Documents to industry standards, shall be added in the Modification Agreement.
 - D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
 - E. Intentionally blank.
 - F. That Lender will collect and record personal information such as my name, address, telephone number, social security number, credit score, income, payment history, and information about account balances and activity. I understand and consent to the disclosure of my personal information by Lender to the U.S. Department of Treasury, Fannie Mae and Freddie Mac in connection with the Home Affordable Modification program.

In Witness Whereof, the Lender and I have executed this Plan.

Lender

Bonnie Tuckey (Seal)
Borrower

By

9/24/09
Date

Date

Borrower (Seal)

Date

Page 3 of 3



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Please Contact a People's Bank Branch for more information (800) 827-6229 (Toll Free) or (800) 827-6229 (Toll Free)

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BT 0002

HELPING YOU STAY IN YOUR HOME.

You may be able to make your payments more affordable.
Act now to get the help you need!

Investor Loan #: ~~6882~~ 1680

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN

(Step One of Two-Step Documentation Process)

Trial Period Plan Effective Date (Beginning of Trial Period): 10 | 1 | 09

Borrower ("I"): BRODIE MCCARY TRICKEY,

Lender ("Lender"): CitiMortgage, Inc.

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 9 | 26 | 07

Loan Number: ~~6882~~ 1680

Property Address ("Property"): 1759 HICKORY KNOLL,

City: JOHNS ISLAND

State: SC

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1. My Representations. I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
- E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F. If Lender requires me to obtain credit counseling, I will do so.

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Citi never sleeps.



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The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE UNDER this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and
- G. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan. If under the Lender's procedures a title endorsement or subordination agreements are required to ensure that the modified mortgage loan retains its first lien position and is fully enforceable, I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received an acceptable title endorsement and/or subordination agreements from other lien holders, as Lender determines necessary.



3. **The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Lender will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. If the Loan Documents provide that the note and mortgage may be assumed by a transferee of an interest in the property, the Modification Agreement will provide that, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Plan, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
- C. That this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account. If the Loan Documents do not currently have Escrow Account provisions, such Escrow Account provisions, including such provisions as determined necessary to conform the Loan Documents to industry standards, shall be added in the Modification Agreement.
- D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
- E. Intentionally blank.
- F. That Lender will collect and record personal information such as my name, address, telephone number, social security number, credit score, income, payment history, and information about account balances and activity. I understand and consent to the disclosure of my personal information by Lender to the U.S. Department of Treasury, Fannie Mae and Freddie Mac in connection with the Home Affordable Modification program.

In Witness Whereof, the Lender and I have executed this Plan.

Lender

Burt T. Tandy (Seal)
Borrower

By

9/24/09
Date

Date

Borrower (Seal)

Date



INTERIM FORBEARANCE AGREEMENT

Effective Date: 10/1/2009

Borrower ("Borrower"): BRODIE MCCARY TRICKEY,

Lender ("Lender"): CitiMortgage, Inc.

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): 9/26/2007

Loan Number ("Loan"): 1680

Property Address : ("Property") 1759 HICKORY KNOLL JOHNS ISLAND SC 29455

The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Loan Documents. For purposes of this document, words signifying the singular shall include the plural and vice versa, as appropriate.

This Interim Forbearance Agreement is granted to Borrower during the review by Lender of Borrower's eligibility for a Trial Period Plan (the "Trial Plan") under the Federal Government's Home Affordable Modification Program. The Trial Plan is a preliminary step to entering into a modification agreement under such Program.

Lender agrees to suspend all collection activity, including any scheduled foreclosure sale of the Property, for seventy-five (75) days from the Effective Date or the execution of the Trial Plan, whichever date is sooner, subject to the following conditions:

- i) Borrower provides the documents and satisfies all other obligations in connection with processing a Trial Plan; and
- ii) Borrower makes the payments which are due pending completion of the processing of the Trial Plan.

During the term of this Interim Forbearance Agreement Lender agrees to hold the payments received pending execution of the Trial Plan in a non-interest bearing account until execution of Trial Plan, or, when unapplied payments held total an amount that is enough to pay Borrower's oldest delinquent monthly payment under my Loan Documents in full, apply the payment. If the Lender accepts and/or posts a payment prior to execution of the Trial Plan, it will be without prejudice to, and will not be deemed a waiver of the acceleration of the loan or foreclosure action and related activities, and shall not constitute a cure of Borrower's default under the Loan Documents, unless such payments are sufficient to completely cure Borrower's entire default under the Loan Documents.

This Interim Forbearance Agreement shall immediately terminate and be of no further force or effect on the earlier of seventy-five (75) days from the Effective Date or if and when Lender and Borrower execute a Trial Plan, which Trial Plan upon being effective shall in all respects replace this Interim Forbearance Agreement.

This Interim Forbearance Agreement may be terminated in accordance with notice given by Lender if Lender provides written notice that it has been determined that Borrower is not eligible for a Trial Plan or that processing of the Trial Plan is terminated for any reason whatsoever. In any such event, no further notice shall be required to effect termination of this Interim Forbearance Agreement.

If this Interim Forbearance Agreement is terminated, Lender may proceed with enforcement of any remedies or rights as may be provided under, and/or had been initiated under, the Loan Documents prior to this Interim Forbearance Agreement.

This Interim Forbearance Agreement is not a modification of the Loan Documents, but only an agreement to forbear by the Lender as provided herein. The terms and provisions of the Loan Documents remain in full force and effect; nothing in this Interim Forbearance Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents.

CitiMortgage, Inc.
Lender

Home Affordable Modification Program Hardship Affidavit

Borrower Name (first, middle, last): Bonnie McLary Truley Date of Birth: 01/21/1978
Co-Borrower Name (first, middle, last): _____ Date of Birth: _____
Property Street Address: 1759 Hickory Knoll Way, Johns Island SC
Property City, ST, ZIP: 29455
Servicer: Citi Mortgage
Loan Number: 2004671680

In order to qualify for Citi Mortgage's ("Servicer") offer to enter into an agreement to modify my loan under the federal government's Home Affordable Modification Program (the "Agreement"), I/we am/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."

Information for Government Monitoring Purposes

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER ☐ I do not wish to furnish this information		CO-BORROWER ☐ I do not wish to furnish this information	
Ethnicity: ☐ Hispanic or Latino ☒ Not Hispanic or Latino		Ethnicity: ☐ Hispanic or Latino ☐ Not Hispanic or Latino	
Race: ☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☒ White		Race: ☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ White	
Sex: ☐ Female ☒ Male		Sex: ☐ Female ☐ Male	
To be Completed by Interviewer		Name/Address of Interviewer's Employer	
☐ Face-to-face interview ☐ Mail ☐ Telephone ☐ Internet		Interviewer's Name (print or type) Interviewer's Signature Date Interviewer's Phone Number (include area code)	

Borrower/Co-Borrower Acknowledgement

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.
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 authorize and consent to Servicer disclosing to the U.S. Department of Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided by me/us or retained by Servicer in connection with the Home Affordable Modification Program.

Bertie Tinsley 9/10/09
Borrower Signature Date

Co-Borrower Signature Date

E-mail Address: BertTinsley@Comcast.com E-mail Address: _____

Cell Phone # 843-297-5006 Cell Phone # _____

Home Phone # Same Home Phone # _____

Work Phone # Same Work Phone # _____

Social Security # [REDACTED] Social Security # _____

Explanation: I have been a general contractor in Charleston
South Carolina for the past four years. For the past
two years, my income has been dramatically reduced. Until
recently, I was paid only when a property was closed.
As a result, I often did not receive checks for months
at a time. I had no other choice but to find
and alternative source of income. This income came
in the form of a personal loan, credit cards,
and refinancing my home to pull out available
equity. Already having a large amount of revolving
debt, my new mortgage rate was and still is very
high. I have also been fortunate enough to have
help from my girlfriend who is a Veterinarian
here in Charleston. My financial situation does
appear to be improving as I have started a
new building company with a partner. However,
I am to the point where I can no longer

make a large house payment while paying my
monthly expenses I have considered selling but fear
that I can not get back what I already owe.
All of my monetary resources have been depleted.
I must find a way reduce my mortgage payment
so that I can keep my other financial obligations
current. At this point this seems to be the only
way for me to make any financial progress.
Thank you for your time.

Sincerely,

Bondie Fortney

Form **4506-T**

(Rev. January 2008)

Department of the Treasury
Internal Revenue Service**Request for Transcript of Tax Return**

- ▶ Do not sign this form unless all applicable lines have been completed.
Read the instructions on page 2.
- ▶ Request may be rejected if the form is incomplete, illegible, or any required line was blank at the time of signature.

OMB No. 1545-1872

Tip: Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-828-1040 to order a transcript. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first. <u>Brodie M. Turkey</u>	1b First social security number on tax return or employer identification number (see instructions) <u>[REDACTED]</u>
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 <u>Brodie Turkey 1759 Hickory Knoll Way Johns Island SC 29455</u>	
4 Previous address shown on the last return filed if different from line 3	

- 5 If the transcript or tax information 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.

CitiMortgage, Inc
5280 Corporate Drive

Mail Stop 0008
Frederick, MD 21703

1-866-272-4749

Caution: DO NOT SIGN this form if a third party requires you to complete Form 4506-T, and lines 6 and 9 are blank.

- 6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ 1040
- a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days. ☐
- b Account Transcript, which 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. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. ☐
- c Record of Account, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days. ☒
- 7 Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Most requests will be processed within 10 business days. ☐
- 8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2006, filed in 2007, will not be available from the IRS until 2008. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days. ☐

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

- 9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

12 / 31 / 0712 / 31 / 08

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer.

Sign
Here

Signature (see instructions)

Date

Telephone number of taxpayer on
line 1a or 2a
(843) 297-3006

Title (if line 1a above is a corporation, partnership, estate, or trust)

Spouse's signature

Date

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

Cat. No. 37667N

Form 4506-T (Rev. 1-2008)

00 358

BT 0012

General Instructions

Purpose of form. Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 8.

Tip. Use Form 4506. Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

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

Note. You can also call 1-800-829-1040 to request a transcript or get more information.

Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York, Vermont	RAVS Team Stop 679 Andover, MA 05501 978-247-8255
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAVS Team P.O. Box 47-421 Stop 81 Doraville, GA 30362 770-455-2335
Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Iowa, Kansas, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAVS Team Stop 37106 Fresno, CA 93888 559-456-5876
Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia	RAVS Team Stop 6705-841 Kansas City, MO 64889 816-282-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAVS Team P.O. Box 8941 Mail Stop 6734 Ogden, UT 84409 801-620-6922
Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 8. Enter only one tax form number per request.

Signature and date. Form 4506-T 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 4506-T within 60 days of the date signed by the taxpayer or it will be rejected.

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

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 8.

All others. See Internal Revenue Code section 6103(a) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

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 or EIN. 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 nontax 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 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 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 4506-T simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SEW-CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where to file* on this page.

MAKING HOME AFFORDABLE



NOTICE TO BORROWERS

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

SIGTARP Hotline

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by:

Online Form: www.SIGTARP.gov
Phone: 877-SIG-2009 (toll-free)
Fax: 202-622-4559
Mail to: Hotline
Office of the Special Inspector General
For The Troubled Asset Relief Program
1500 Pennsylvania Ave., NW, Suite 1064
Washington, D.C. 20220

For all other inquiries related to your mortgage, please contact your Lender.

02/25/09

BRODIE MCCARY TRICKEY
1759 HICKORY KNOLL
JOHNS ISLAND SC 29455

EXTENSION AGREEMENT

RE: CitiMortgage, Inc.
Account Number: [REDACTED] 1680

Borrower(s) is delinquent in payment(s) to lender which includes unpaid interest accrued to-date, which will be deferred and collected at the time of payoff of this account. Interest will continue to accrue on the amount of past due principal at the rate provided for in the loan documents for this loan.

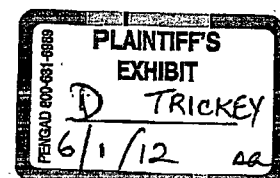
If this is a variable rate CitiMortgage, Inc. Freedom Loan account, Borrower(s) acknowledges that any interest rate or payment change notification in process may be rendered inaccurate by this Extension Agreement. Borrower(s) agrees to contact lender after receipt of any such notification with any questions in this regard.

APPLICABLE ONLY IF CREDIT INSURANCE WAS PURCHASED: Borrower(s) understands that this agreement does not extend any insurance coverage on the account; and that any such insurance will expire on the original expiration date(s) of coverage.

APPLICABLE ONLY IF LOAN IS ESCROWED FOR TAXES, INSURANCE OR BOTH: Borrower(s) understand that this extension will cause your account to undergo an escrow analysis and as a result of this escrow analysis, your monthly escrow payment may increase. You will be notified of any escrow changes once the analysis has been completed.

Borrower(s) reaffirms all terms contained in the Promissory Note or Loan Agreement and Mortgage or Deed of Trust applicable to the account number stated above, except as specifically provided herein. Said documents are herein incorporated by reference.

BORROWER UNDERSTANDS AND AGREES THAT THIS EXTENSION MAY BE REVERSED BY THE LENDER FOR ANY NON-COMPLIANCE BY BORROWER, INCLUDING, BUT NOT LIMITED TO, A PERSONAL CHECK RETURNED FOR NON-SUFFICIENT FUNDS USED FOR PAYMENT QUALIFICATION WITHIN THIS EXTENSION, AND/OR A PERSONAL CHECK RETURNED FOR NON-SUFFICIENT FUNDS ON PAYMENTS PRIOR TO THIS EXTENSION. BORROWER UNDERSTANDS AND AGREES THAT THIS EXTENSION IS SUBJECT TO THE FINAL APPROVAL OF LENDER. IN THE EVENT THIS EXTENSION AGREEMENT IS NOT APPROVED, BORROWER MAY NOT RECEIVE FURTHER NOTICE FROM LENDER.



Page Two

03/06/2009 12:49PM

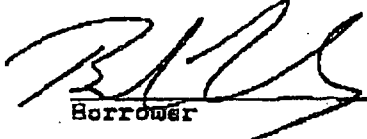
00 361

BT 0015

02/25/09
1680

Notwithstanding the foregoing, to the extent the personal liability of either or both of the borrowers (if more than one) has been discharged in bankruptcy with respect to any amount payable hereunder, nothing contained herein shall be construed to impose personal liability to repay any such obligation on the borrower(s) whose obligations have been so discharged.

By signing, I acknowledge receipt of a copy of this agreement.


Borrower

Co-Borrower

****NOTE****

IF YOU HAVE YOUR PAYMENT DIRECT DEBITED, EXTENSIONS OR DUE DATE CHANGES WILL NOT STOP PAYMENT DEBITING IF DONE 4 DAYS OR LESS BEFORE THE CURRENT DUE DATE. YOUR ACCOUNT WILL DIRECT DEBIT IF YOU ARE WITHIN THIS PERIOD REGARDLESS OF THIS EXTENSION AGREEMENT OR DUE DATE CHANGE TRANSACTION.

Once the extension agreement has been approved and processed, you will receive a confirmation letter outlining the details of the extension which will include the amount of unpaid interest deferred, the new maturity date of the loan and the next payment due date.

EXTENSION AGREEMENT PROCEDURES

- Please have all individuals on the Promissory Note document sign this extension agreement form.
- Sign and date this extension form and return via fax at (855) 711-5828 Attn: Aimee Johnson

NOTE: Your prompt return of this extension agreement form will ensure proper credit and application of the extension you requested

If you have any questions, please call me at (877) 202-6502 Ext. 55231

Sincerely,
Aimee Johnson
Client Relations Counselor
(877) 202-6502 55231

09022500001046

03/06/2009 12:49PM

00 362

BT 0016

☐ CORRECTED (if checked)

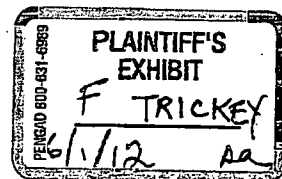
PAYER'S name, street address, city, state, ZIP code, and telephone no. The Fielding Group, LLC 2235 Shoreline Drive Johns Island, SC 29455 43-296-7438		1 Rents \$	OMB No. 1545-0115 2009 Form 1099-MISC	Miscellaneous Income
		2 Royalties \$	3 Other income \$	
PAYER'S federal identification number 1970	RECIPIENT'S identification number [REDACTED]	4 Federal income tax withheld \$	Copy B For Recipient	
RECIPIENT'S name Brodie M. Trickey Street address (including apt. no.) 1759 Hickory Knoll Way City, state, and ZIP code Johns Island SC 29455		5 Fishing boat proceeds \$	6 Medical and health care payments \$	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.
		7 Nonemployee compensation \$ 23850.00	8 Substitute payments in lieu of dividends or interest \$	
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐	10 Crop insurance proceeds \$	
		11	12	
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
Account number (see instructions)		15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$
		17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

00 363



☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. Four Corners Woodworking, LLC 192 Gordon ST Charleston SC 29403 843-324-9971		1 Rents \$	OMB No. 1545-0115 2011 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number [REDACTED] 052	RECIPIENT'S identification number [REDACTED]	5 Fishing boat proceeds \$	6 Medical and health care payments \$	Copy 2 To be filed with recipient's state income tax return, when required.	
RECIPIENT'S name Brodie Trickey Street address (including apt. no.) 1759 Hickory Knoll Way City, state, and ZIP code Johns Island SC 29455 Account number (see instructions)		7 Nonemployee compensation \$ 1120.00	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐	10 Crop insurance proceeds \$		
		11	12		
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



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Page 1 of 4
Statement Period
05-21-11 through 06-22-11
B 14 E I E P I 14 0017461

Account Number **0051 0220 3519**



23406 E01 SCM999 I 34 0

BRODIE M TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455-8302

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement
online and even turn off delivery of your paper statement.
Enroll at www.bankofamerica.com.

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call:

1.800.432.1000 Customer Service

1.800.598.6086 In Spanish

1.800.288.4208 TDD/VOICEMAIL Only

Or you may write to:

Bank of America, N.A.

P.O. Box 25118

Tampa, FL 33622-5118

Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number	0051 0220 3519
Beginning Balance on 05-21-11	\$ 6.20
Deposits and Other Additions	+ 1,650.00
ATM and Debit Card Subtractions	- 767.03
Service Charges and Other Fees	- 10.95
Other Subtractions	- 807.53
Ending Balance on 06-22-11	\$ 70.69

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

00 365

BRODIE M TRICKEY

Page 2 of 4
 Statement Period
 05-21-11 through 06-22-11
 B 14 E I E P I 14

Account Number: 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
05-23	200.00+	206.20	Online Banking transfer from Chk 5330 Conf# 2817429263; Parker, Elizabeth
05-23	166.49-	39.71	86301 Chesapeake Des:Payment ID:8305407141 Indn:Mclarry Trickey Co ID:6310676509 Ppd
05-23	12.34-	27.37	0000000083495 05/23 #000294550 Purchase The City Marina Charleston SC
05-25	210.00+	237.37	Online Banking transfer from Chk 5330 Conf# 2837688722; Parker, Elizabeth
05-25	100.00+	337.37	Overdraft Protection From 5329053769803349
05-25	234.02-	103.35	Verizon Wireless Des:Payments ID:051969339800001 Indn:0000000051969339800001 Co ID:1223344794 Ppd
05-25	11.96-	91.39	CheckCard 0524 Kangaroo Exp #3354 Charleston SC 24122541145740145930163
05-31	67.02-	24.37	Prog Direct Ins Des:Ins Prem ID:11435639 ,Brodi Indn:Brodie Mccary Trickey Co ID:9038800142 Ppd
06-01	13.01-	11.36	CheckCard 0531 Kangaroo Exp #3354 Charleston SC 24122541151740151260019
06-01	8.99-	2.37	CheckCard 0530 Subway 00111005 Johns Island SC 24164071151255115018426
06-02	700.00+	702.37	BkofAmerica ATM 06/02 #000008723 Deposit Bohicket Road Johns Island SC
06-03	50.00-	652.37	BkofAmerica ATM 06/03 #000003463 Withdrwl River Road Johns Island SC
06-03	40.00-	612.37	Banana R Cc Des:Br Epay ID:XXXXXXXXXX Indn: 6018590505968658 Co ID:9069872103 Web
06-06	100.00-	512.37	Citicards Pymt Des:Phone Pymt ID:2001 Indn:420451731182311 Co ID:1460358360 Ppd
06-06	38.00-	474.37	CheckCard 0604 The Stono Cafe Johns Island SC 24071051156158166161062
06-06	20.62-	453.75	Shell Service 06/04 #000011945 Purchase Shell Service Sta Johns Island SC
06-06	4.93-	448.82	The Home Depot 06/06 #000886808 Purchase The Home Depot 11 Charleston SC
06-07	59.98-	388.84	CheckCard 0605 The Fat Hen Johns Island SC 24207851157261300196793
06-07	50.00-	338.84	Exxonmobil POS 06/07 #000625036 Purchase Exxonmobil POS MT Pleas SC
06-07	5.05-	333.79	Exxonmobil POS 06/07 #000627945 Purchase Exxonmobil POS MT Pleas SC
06-08	82.75-	251.04	Trm ATM Corp 06/08 #000007501 Withdrwl 5255 Rivers Ave N Charleston SC
06-08	44.84-	206.20	Piggly Wiggly 06/08 #000280426 Purchase Piggly Wiggly 103 Johns Island SC
06-08	10.14-	196.06	Kangaroo Expre 06/08 #000353975 Purchase Kangaroo Express N Charleston SC
06-08	8.52-	187.54	Shell Service 06/08 #000537040 Purchase Shell Service Sta Mount Pleasan SC
06-08	2.00-	185.54	Trm ATM Corp 06/08 #000007501 Withdrwl 5255 Rivers Ave N Charleston SC Fee
06-09	28.23-	157.31	West Marine 00 06/09 #000437928 Purchase West Marine 00134 Charleston SC
06-09	12.46-	144.85	Kangaroo Expre 06/09 #000398318 Purchase Kangaroo Express Johns Island SC

BRODIE M TRICKEY

Page 3 of 4
 Statement Period
 05-21-11 through 06-22-11
 B 14 E I E PI 14 0017463

Account Number: 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
06-09	8.15-	136.70	CheckCard 0608 Quiznos Subs #12036Q90 N Charleston SC 24341291159249622010127
06-09	6.07-	130.63	Kangaroo Expre 06/09 #000119598 Purchase Kangaroo Express N Charleston SC
06-09	2.53-	128.10	Parks Auto Par 06/09 #000946653 Purchase Parks Auto Parts Charleston SC
06-10	34.71-	93.39	CheckCard 0609 Batteries Plus North Charlessc 24224431161102017375227
06-10	14.51-	78.88	Sunoco 0614780 06/10 #000681589 Purchase Sunoco 0614780501 Charleston SC
06-10	12.22-	66.66	0000000083509 06/10 #000216440 Purchase Kangaroo Exp #884 John's Island SC
06-10	6.77-	59.89	CheckCard 0609 Ferguson Ent #23 803-747-6301 SC 24435141160004000004304
06-13	200.00+	259.89	Counter Credit
06-13	200.00-	59.89	Capital One Des:Phone Pymt ID:116139860070697 Indn:2673997587Trickey Brod Co ID:9541719986 Ppd
06-13	58.30-	1.59	CheckCard 0609 The Pour House Charleston SC 24207851162324900059820
06-13	4.00-	2.41-	CheckCard 0612 Reds Icehouse MT Pleasant SC 24055231163286811808412
06-21	40.00+	37.59	Online Banking transfer from Chk 5330 Conf# 0670326634; Parker, Elizabeth
06-21	157.95-	120.36-	CheckCard 0621 Costa Del Mar Sunglasse 3862744000 FL 24210731172286298904189
06-22	200.00+	79.64	Counter Credit
06-22	8.95-	70.69	Monthly Maintenance Fee

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$105.00
Total NSF: Returned Item Fees	\$0.00	\$70.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	6.20	06-02	702.37	06-09	128.10
05-23	27.37	06-03	612.37	06-10	59.89
05-25	91.39	06-06	448.82	06-13	2.41-
05-31	24.37	06-07	333.79	06-21	120.36-
06-01	2.37	06-08	185.54	06-22	70.69

FIRST, start with your Account Register/Checkbook:

- NOW, with your Account Statement:**

- SUBTOTAL** _____ **\$** _____

- [illegible]

- Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Equal Housing Lender

Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



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Page 1 of 4
Statement Period
06-23-11 through 07-21-11
B 14 E I E P I 14

0017365

Account Number: 3519



22406 E01 SCM999 I1 0

BRODIE M TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455-8302

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement
online and even turn off delivery of your paper statement.
Enroll at www.bankofamerica.com.

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call:

1.800.432.1000 Customer Service

1.800.688.6086 En Español

1.800.288.4408 TDD/TTY Access Only

Or you may write to:



Bank of America, N.A.

P.O. Box 25118

Tampa, FL 33622-5118

New ATM Card and Debit Card Replacement Service Fees:

Effective September 12, 2011, we charge a \$5 Replacement ATM or Debit Card Fee each time you ask us to replace an ATM card or debit card. You'll usually receive the card in the mail within 5-7 days of your request. If you request rush delivery, we charge an additional \$20 Rush Replacement ATM or Debit Card Fee and you generally receive the card in 2 business days. We deduct these fees automatically from your account and they appear on your checking or savings statement. These fees also apply to replacement of debit tags and other access devices.

Effective July 21, 2011, if we place holds on checks deposited to your account, the minimum amount made available to you by the next business day increases from \$100 to \$200. Funds from check deposits are generally available to you no later than the first business day after the day we receive your deposit. However, in some cases we place a hold on funds that you deposit by check.

BRODIE M TRICKEY

Page 2 of 4
 Statement Period
 06-23-11 through 07-21-11
 B 14 E I E P I 14

Account Number: [REDACTED] 3519

Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number	[REDACTED]	3519
Beginning Balance on 06-23-11	\$	70.69
Deposits and Other Additions	+	1,170.00
Service Charges and Other Fees	-	47.00
Other Subtractions	-	1,091.09
Ending Balance on 07-21-11	\$	102.60

Help avoid Overdraft & NSF: Returned item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
06-23	100.00+	170.69	Deposit
06-23	166.49-	4.20	86301 Chesapeake Des:Payment ID:8305407141 Indn:Mclarry Trickey Co ID:6310676509 Ppd
06-24	220.00+	224.20	Deposit
06-24	207.60-	16.60	Verizon Wireless Des:Payments ID:051969339800001 Indn:0000000051969339800001 Co ID:1223344794 Ppd
06-28	67.00-	50.40-	Prog Direct Ins Des:Ins Prem ID:11435639 Brodi Indn:Brodie Mccary Trickey Co ID:9038800142 Ppd
06-29	35.00-	85.40-	Overdraft Item Fee For Activity Of 06-28 Electronic Transaction
07-05	200.00+	114.60	Deposit
07-05	100.00-	14.60	Online Banking transfer to Chk 8059 Conf# 1890874939; Trickey, Russell
07-11	100.00+	114.60	Online Banking transfer from Chk 5330 Conf# 3832160925; Parker, Elizabeth
07-11	100.00-	14.60	Capital One Des:Phone Pymt ID:119039860047422 Indn:2673997587Trickey Brod Co ID:9541719986 Ppd
07-15	550.00+	564.60	Counter Credit
07-18	400.00-	164.60	Online Banking transfer to Chk 8059 Conf# 1692960272; Trickey, Russell
07-18	50.00-	114.60	Online Banking transfer to Chk 8059 Conf# 5393046593; Trickey, Russell
07-21	12.00-	102.60	Monthly Maintenance Fee

BRODIE M TRICKEY

Page 3 of 4
 Statement Period
 06-23-11 through 07-21-11
 B 14 E I E PI 14 0017367
 Account Number: 3519

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$35.00	\$140.00
Total NSF: Returned Item Fees	\$0.00	\$70.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	70.69	06-28	50.40 -	07-15	564.60
06-23	4.20	06-29	85.40 -	07-18	114.60
06-24	16.60	07-05	14.60	07-21	102.60

FIRST, start with your Account Register/Checkbook:

- NOW, with your Account Statement:**

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers If you think your statement or receipt is wrong or if you need more info.

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

7. On 12/15/94, the FBI advised that the FBI is not aware of any other information regarding the suspected ATO.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. For other accounts, we investigate, and if we find we have made an error, we will correct it.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



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Page 1 of 5
Statement Period
07-22-11 through 08-23-11
B 14 E I E P I 14

0000196

Account Number: 0000196 3519



24406 E01 SCM999

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BRODIE M TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455-8302

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement
online and even turn off delivery of your paper statement.
Enroll at www.bankofamerica.com.

Customer Service Information

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For additional information or service, you may call:

1.800.432.1000 Customer Service

1.800.688.6086 In Spanish

1.800.288.1408 TDD/TTY Users Only

Or you may write to:

Bank of America, N.A.

P.O. Box 25118

Tampa, FL 33622-5118

Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number	0051 0220 3519
Beginning Balance on 07-22-11	\$ 102.60
Deposits and Other Additions	+ 1,510.00
Checks Posted	- 275.00
Service Charges and Other Fees	- 187.00
Other Subtractions	- 1,267.25
Ending Balance on 08-23-11	\$ 116.65

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

00 373

BRODIE M TRICKEY

Page 2 of 5
 Statement Period
 07-22-11 through 08-23-11
 B 14 E I E P I 14

Account Number: [REDACTED] 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
07-25	300.00+	402.60	Deposit
07-25	150.00+	552.60	Online Banking transfer from Chk 8059 Conf# 1662211638; Trickey, Russell
07-25	166.49-	386.11	86301 Chesapeake Des:Payment ID:8305407141 Indn:Mclarry Trickey Co ID:6310676509 Ppd
07-26	207.27-	178.84	Verizon Wireless Des:Payments ID:051969339800001 Indn:0000000051969339800001 Co ID:1223344794 Ppd
07-27	200.00-	21.16-	Chase Des:Epay ID:1159679386 Indn:Brodie, Trickey Co ID:5760039224 Tel
07-28	35.00-	56.16-	Overdraft Item Fee For Activity Of 07-27 Electronic Transaction
07-28	100.00-	156.16-	Banana R Cc Des:Br Epay ID:XXXXXXXXXX Indn: 6018590505968658 Co ID:9069872103 Web
07-28	67.00-	223.16-	Prog Direct Ins Des:Ins Prem ID:11435639 ,Brodi Indn:Brodie Mccary Trickey Co ID:9038800142 Ppd
07-29	35.00-	258.16-	Overdraft Item Fee For Activity Of 07-28 Electronic Transaction
07-29	35.00-	293.16-	Overdraft Item Fee For Activity Of 07-28 Electronic Transaction
08-01	300.00+	6.84	Deposit
08-02	200.00+	206.84	Counter Credit
08-03	60.00+	266.84	Online Banking transfer from Chk 5330 Conf# 0638257294; Parker, Elizabeth
08-04	260.00-	6.84	Citicards Pymt Des:Phone Pymt ID:10000 Indn:420502632011061 Co ID:1460358360 Ppd
08-08	275.00-	268.16-	Check 2097
08-09	35.00-	303.16-	Overdraft Item Fee For Activity Of 08-08 Check #0000002097
08-15	35.00-	338.16-	Extended Overdrawn Balance Charge
08-17	500.00+	161.84	BkofAmerica ATM 08/17 #000005918 Deposit Northwoods N Charleston SC
08-19	100.00-	61.84	Chase Des:Epay ID:1173132057 Indn:Brodie, Trickey Co ID:5760039224 Tel
08-23	166.49-	104.65-	86301 Chesapeake Des:Payment ID:8305407141 Indn:Mclarry Trickey Co ID:6310676509 Ppd
08-23	12.00-	116.65-	Monthly Maintenance Fee

§There were not enough funds available in your account to cover all the electronic transactions received on 08-23. The transaction(s) indicated here have been paid. Any service charge(s) will be reflected on your next statement.

Checks Posted in Numerical Order

Check #	Posting Date	Amount(\$)
2097	08-08	275.00

Total Checks Posted \$275.00

00 374

BRODIE M TRICKEY

Page 3 of 5
 Statement Period
 07-22-11 through 08-23-11
 B 14 E I E P I 14 0000198
 Account Number: 3519

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$175.00	\$315.00
Total NSF: Returned Item Fees	\$0.00	\$70.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	102.60	08-01	6.84	08-15	338.16-
07-25	386.11	08-02	206.84	08-17	161.84
07-26	178.84	08-03	266.84	08-19	61.84
07-27	21.16-	08-04	6.84	08-23	116.65-
07-28	223.16-	08-08	268.16-		
07-29	293.16-	08-09	303.16-		

FIRST, start with your Account Register/Checkbook:

- NOW, with your Account Statement:**

- SUBTOTAL**

- [illegible]

- Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

00 376

Check Image

0000200

Account Number: 3519

BROOKER M. TRUCKEY 2000 S. UNIVERSITY BLVD NORFOLK, VA 23502		2007
8/4/11		2007
Pay to the Order of	Bo Hay Eater	\$ 275.00
Two Hundred Seventy Five Dollars		
Bank of America		
For		
0000000200 00510200519 2097		

Ref. No.: 813006992630962 Amount: 275.00

END OF CHECK IMAGE

00 377

Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



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Page 1 of 4
Statement Period
08-24-11 through 09-22-11
B 14 E I E P I 14

0016968

Account Number: 000000 3519



23406 E01 SCM999 I 23 0

BRODIE M TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455-8302

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement
online and even turn off delivery of your paper statement.
Enroll at www.bankofamerica.com.

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call:

1.800.432.1000 Customer Service

1.800.688.6036 In Spanish

1.800.288.4408 TDD/TTY (Hearing Only)

Or you may write to:

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Tampa, FL 33622-5118

Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number	0051 0220 3519
Beginning Balance on 08-24-11	\$ 116.65-
Deposits and Other Additions	+ 1,360.00
Checks Posted	- 397.00
Service Charges and Other Fees	- 47.00
Other Subtractions	- 796.60
Ending Balance on 09-22-11	\$ 2.75

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

00 378

BRODIE M TRICKEY

Page 2 of 4
 Statement Period
 08-24-11 through 09-22-11
 B 14 E I E P I 14

Account Number: 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
08-24	650.00+	533.35	Online Banking transfer from Chk 5330
08-24	350.00+	883.35	Conf# 6122398453; Parker, Elizabeth
08-24	35.00-	848.35	Online Banking transfer from Chk 5330
08-24	479.60-	368.75	Conf# 3822386555; Parker, Elizabeth
08-30	250.00-	118.75	Overdraft Item Fee For Activity Of 08-23
08-30	67.00-	51.75	Electronic Transaction
09-06	360.00+	411.75	Verizon Wireless Des:Payments ID:051969339800001
09-06	397.00-	14.75	Indn:0000000051969339800001 Co ID:1223344794 Ppd
09-22	12.00-	2.75	Online Banking transfer to Chk 5330
			Conf# 4967240175; parker, Julian
			Prog Direct Ins Des:Ins Prem ID:11435639 ,Brodi
			Indn:Brodie Mccary Trickey Co ID:9038800142 Ppd
			BkofAmerica ATM 09/05 #000005185 Deposit
			Bohicket Road Johns Island SC
			Check 6223
			Monthly Maintenance Fee

Checks Posted in Numerical Order

Check #	Posting Date	Amount(\$)
6223	09-06	397.00

Total Checks Posted \$397.00

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$35.00	\$350.00
Total NSF: Returned Item Fees	\$0.00	\$70.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	116.65 -	08-30	51.75		
08-24	368.75	09-06	14.75	09-22	2.75

00 379

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here _____ \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) _____ \$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here _____ \$ _____
2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America, N.A. Member FDIC and



Equal Housing Lender

Check Image

Account Number: 3519

SPENCER G. THORPEY 5750 HICKORY AVE. JACKSON BEACH, NC 28455		DATE: 08/02/2011
PAY TO THE ORDER OF: PMA Card Services N.A.		\$ 397.00
THREE HUNDRED NINETY SEVEN AND 00/100		
BANK OF AMERICA, NA SHEPHERD, VA 8007081000000000		By PMA Card Services, N.A. or authorized
MICR: 5329 0537 6980 3349		Signature for SPENCER G. THORPEY
⑆054000020⑆ 005102203519⑆ 221 /0000039700⑆		

Ref. No.: 813003330930371 Amount: 397.00

END OF CHECK IMAGE

00 381

Bank of America

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Tampa, FL 33622-5118



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Page 1 of 4
Statement Period
09-23-11 through 10-21-11
B 14 E I E P I 14

0016980

Account Number: 3519



22406 E01 SCM999 I 4 0

BRODIE M TRICKEY
1759 HICKORY KNL
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Our Online Banking service allows you to check balances, track account activity and more.
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Customer Service Information

www.bankofamerica.com

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1.800.432.1000 Customer Service
1.800.688.6086 For Deposit
1.800.288.4408 TDD/Text Only

Or you may write to:

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number	0051 0220 3519
Beginning Balance on 09-23-11	\$ 2.75
Deposits and Other Additions	+ 1,290.28
ATM and Debit Card Subtractions	- 30.00
Service Charges and Other Fees	- 187.00
Other Subtractions	- 1,083.05
Ending Balance on 10-21-11	\$ 7.02-

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

00 382

BRODIE M TRICKEY

Page 2 of 4
 Statement Period
 09-23-11 through 10-21-11
 B 14 E I E P I 14

Account Number: 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
09-23	166.49-	163.74-	86301 Chesapeake Des:Payment ID:8305407141
09-26	35.00-	198.74-	Indn:Mclarry Trickey Co ID:6310676509 Ppd Overdraft Item Fee For Activity Of 09-23 Electronic Transaction
09-26	65.28-	264.02-	Verizon Wireless Des:Payments ID:051969339800001 Indn:0000000051969339800001 Co ID:1223344794 Ppd
09-27	65.28+	198.74-	Return Of Posted Check / Item (Received On 09-26) Electronic Transaction
09-27	300.00+	101.26	BkofAmerica ATM 09/27 #000005876 Deposit Northwoods N Charleston SC
09-27	35.00-	66.26	NSF: Returned Item Fee For Activity Of 09-26 Electronic Transaction
09-28	67.00-	0.74-	Prog Direct Ins Des:Ins Prem ID:11435639 Brodi
09-29	35.00-	35.74-	Indn:Brodie Mccary Trickey Co ID:9038800142 Ppd Overdraft Item Fee For Activity Of 09-28 Electronic Transaction
09-30	65.28-	101.02-	Verizon Wireless Des:Rdp Paymen ID:051969339800001 Indn:0000000051969339800001 Co ID:1223344794 Ppd
10-03	300.00+	198.98	BkofAmerica ATM 10/03 #000008795 Deposit Northwoods N Charleston SC
10-03	35.00-	163.98	Overdraft Item Fee For Activity Of 09-30 Electronic Transaction
10-05	130.00-	33.98	Online Banking payment to Crd 3349 Confirmation# 5183262705
10-06	30.00-	3.98	BkofAmerica ATM 10/06 #000009914 Withdrwl Northwoods N Charleston SC
10-07	150.00-	146.02-	SC Student Loan Des:Tel Pmts ID:Ysmbv Indn:Trickey, Brodie M Co ID:9000031769 Tel
10-11	200.00+	53.98	BkofAmerica ATM 10/10 #000003221 Deposit Northwoods N Charleston SC
10-11	35.00-	18.98	Overdraft Item Fee For Activity Of 10-07 Electronic Transaction
10-14	260.00+	278.98	BkofAmerica ATM 10/14 #000005955 Deposit Folly Road Charleston SC
10-14	240.00-	38.98	Online Banking payment to Crd 5695 Confirmation# 6362608736
10-19	165.00+	203.98	BkofAmerica ATM 10/19 #000008769 Deposit Northwoods N Charleston SC
10-19	75.00-	128.98	Banana R Cc Des:Br Epay ID:XXXXXXXXXX Indn: 6018590505968658 Co ID:9069872103 Web
10-20	124.00-	4.98	Chase Des:Epap ID:1207782637 Indn:Brodie, Trickey Co ID:5760039224 Web
10-21	12.00-	7.02-	Monthly Maintenance Fee

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$140.00	\$490.00
Total NSF: Returned Item Fees	\$35.00	\$105.00

00 383

BRODIE M TRICKEY

Page 3 of 4
 Statement Period
 09-23-11 through 10-21-11
 B 14 E I E PI 14

0016982

Account Number: XXXXXXXXXX 3519**Daily Balance Summary**

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
Beginning	2.75	09-30	101.02 -	10-14	38.98
09-23	163.74 -	10-03	163.98	10-19	128.98
09-26	264.02 -	10-05	33.98	10-20	4.98
09-27	66.26	10-06	3.98	10-21	7.02 -
09-28	0.74 -	10-07	146.02 -		
09-29	35.74 -	10-11	18.98		

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4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

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2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

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- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Equal Housing Lender

00 385

Bank of America

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Tampa, FL 33622-5118



H

Page 1 of 4
Statement Period
10-22-11 through 11-21-11
B 14 E I E P I 14

0017823

Account Number: 6533233519



22406 E01 SCM999 I 4 0

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1-800-688-6086 For Spanish

1-800-288-4406 TDD/TTY Users Only

Or you may write to:

Bank of America, N.A.

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Tampa, FL 33622-5118

This holiday season, you can make 3 times the difference in the fight against hunger. For every \$1 you give through the Bank of America Gift for Opportunity Fund, we'll give \$2, up to \$500,000. Together, we'll donate thousands of meals to people in need through Feeding America's Give a Meal campaign. To give, visit www.bankofamerica.com/give.

00 386

Bank of America

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Page 1 of 4
Statement Period
10-22-11 through 11-21-11
B 14 E I E P I 14 0017823

Account Number: ~~XXXXXXXXXXXX~~ 3519



22406 E01 SCM999 I 4 0

BRODIE M TRICKEY
1759 HICKORY KNL
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00 386

BRODIE M TRICKEY

Page 2 of 4
 Statement Period
 10-22-11 through 11-21-11
 B 14 E I E P I 14

Account Number: 3519

Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number	0051 0220 3519
Beginning Balance on 10-22-11	\$ 7.02-
Deposits and Other Additions	+ 1,015.00
ATM and Debit Card Subtractions	- 240.00
Service Charges and Other Fees	- 12.00
Other Subtractions	- 766.62
Ending Balance on 11-21-11	\$ 10.64-

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
10-24	172.30-	179.32 -	86301 Chesapeake Des:Payment ID:8305407141 Indn:Mclarry Trickey Co ID:6310676509 Ppd
10-25	200.00+	20.68	BkofAmerica ATM 10/24 #000002610 Deposit Folly Road Charleston SC
10-26	102.00+	122.68	Online Banking transfer from Chk 5330 Conf# 4967063537; Parker, Elizabeth
10-26	3.00+	125.68	Online Banking transfer from Chk 5330 Conf# 0467468711; Parker, Elizabeth
10-26	123.34-	2.34	Verizon Wireless Des:Payments ID:051969339800001 Indn:0000000051969339800001 Co ID:1223344794 Ppd
10-28	70.00+	72.34	Online Banking transfer from Chk 0816 Conf# 3785614744; Byrne, John
10-28	66.98-	5.36	Prog Direct Ins Des:Ins Prem ID:11435639 ,Brodi Indn:Brodie Mccary Trickey Co ID:9038800142 Ppd
10-31	100.00+	105.36	BkofAmerica ATM 10/29 #000004921 Deposit Anna Knapp MT Pleasant SC
10-31	100.00-	5.36	Citicards Pymt Des:Phone Pymt ID:1029 Indn:420578724101303 Co ID:1460358360 Ppd
11-07	300.00+	305.36	BkofAmerica ATM 11/06 #000009808 Deposit Folly Road Charleston SC
11-07	100.00-	205.36	Phone pymt to Bkofam Crd 5695 Confirmation# 0671477794
11-07	125.00-	80.36	Bank Of America - Credit Card Bill Payment Capital One Des:Phone Pymt ID:131139759006171
11-08	79.00-	1.36	Indn:2673997587Trickey Brod Co ID:9541719975 Tel
11-21	240.00+	241.36	Online Banking transfer from Chk 5330 Conf# 4272015532; Parker, Elizabeth
11-21	240.00-	1.36	BkofAmerica ATM 11/19 #000005066 Withdrwl Bohicket Road Johns Island SC
11-21	12.00-	10.64 -	Monthly Maintenance Fee

00 387

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here _____ \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
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NOW, with your Account Statement:

1. List your Statement Ending Balance here _____ \$ _____
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SUBTOTAL _____ \$ _____

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Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

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- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Page 1 of 5
Statement Period
11-22-11 through 12-21-11
B 14 E I E P I 14

0018187

Account Number: 3519



22406 E01 SCM999 I 4 0

BRODIE M TRICKEY
1759 HICKORY KNL
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Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement
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For additional information or service, you may call:

1-800-432-1000 Customer Service

1-800-688-6036 Business

1-800-288-4408 Priority Users Only

Or you may write to:

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Tampa, FL 33622-5118

Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number	0051 0220 3519
Beginning Balance on 11-22-11	\$ 10.64
Deposits and Other Additions	+ 1,343.34
Checks Posted	- 158.67
ATM and Debit Card Subtractions	- 180.00
Service Charges and Other Fees	- 222.00
Other Subtractions	- 717.33
Ending Balance on 12-21-11	\$ 54.70

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

00 390

BRODIE M TRICKEY

Page 2 of 5
 Statement Period
 11-22-11 through 12-21-11
 B 14 E I E P I 14

Account Number: [REDACTED] 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
11-23	172.30-	182.94-	86301 Chesapeake Des:Payment ID:8305407141
11-25	35.00-	217.94-	Indn:Mclarry Trickey Co ID:6310676509 Ppd Overdraft Item Fee For Activity Of 11-23
11-25	123.34-	341.28-	Electronic Transaction Verizon Wireless Des:Payments ID:051969339800001
11-28	123.34+	217.94-	Indn:0000000051969339800001 Co ID:1223344794 Ppd Return Of Posted Check / Item (Received On 11-25)
11-28	500.00+	282.06	Electronic Transaction BkofAmerica ATM 11/26 #000002426 Deposit
11-28	35.00-	247.06	Folly Road Charleston SC NSF: Returned Item Fee For Activity Of 11-25
11-28	100.00-	147.06	Electronic Transaction Online Banking transfer to Chk 5330
11-29	67.35-	79.71	Conf# 4234301804; parker, liz Prog Direct Ins Des:Ins Prem ID:11435639 Brodi
12-01	123.34-	43.63-	Indn:Brodie Mccary Trickey Co ID:9409348104 Ppd Verizon Wireless Des:Rdp Paymen ID:051969339800001
12-02	35.00-	78.63-	Indn:0000000051969339800001 Co ID:1223344794 Ppd Overdraft Item Fee For Activity Of 12-01
12-02	100.00-	178.63-	Electronic Transaction Citicards Pymt Des:Phone Pymt ID:1071
12-05	380.00+	201.37	Indn:420606473452355 Co ID:1460358360 Ppd BkofAmerica ATM 12/05 #000008701 Deposit
12-05	35.00-	166.37	Northwoods N Charleston SC Overdraft Item Fee For Activity Of 12-02
12-06	40.00+	206.37	Electronic Transaction Online Banking transfer from Chk 8059
12-08	180.00-	26.37	Conf# 0518585023; Trickey, Russell BkofAmerica ATM 12/08 #000002820 Withdrwl
12-13	158.67-	132.30-	River Road Johns Island SC Check 223932
12-14	35.00-	167.30-	Overdraft Item Fee For Activity Of 12-13 Check #0000223932
12-15	31.00-	198.30-	Bk Of Am Crd ACH Des:Paybyphone ID:01506722 Indn:5401267453005695000000 Co ID:3001190310 Ppd
12-16	35.00-	233.30-	Overdraft Item Fee For Activity Of 12-15 Electronic Transaction
12-19	300.00+	66.70	BkofAmerica ATM 12/17 #000002205 Deposit Bohicket Road Johns Island SC
12-21	12.00-	54.70	Monthly Maintenance Fee

Checks Posted in Numerical Order

Check #	Posting Date	Amount(\$)
223932	12-13	158.67

Total Checks Posted \$158.67

00 391

BRODIE M TRICKEY

Page 3 of 5
 Statement Period
 11-22-11 through 12-21-11
 B 14 E I E PI 14

0018189

Account Number: [REDACTED] 3519

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$175.00	\$665.00
Total NSF: Returned Item Fees	\$35.00	\$140.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	10.64 -	12-02	178.63 -	12-15	198.30 -
11-23	182.94 -	12-05	166.37	12-16	233.30 -
11-25	341.28 -	12-06	206.37	12-19	66.70
11-28	147.06	12-08	26.37	12-21	54.70
11-29	79.71	12-13	132.30 -		
12-01	43.63 -	12-14	167.30 -		

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here _____ \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) _____ \$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

1. List your Statement Ending Balance here _____ \$ _____

2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

[illegible]

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Check Image

0018191

Account Number: 3519

BROOKS BANK 175 BUCKLEY STREET BOSTON, MA 02111		Robert A. Brooks, Branch Manager ONE OF BROOKS BANK BOSTON, MA 02111	22852 Date: October 11, 2011
Pay to the Order of	Dedicated Cable Communications	\$	158.67
**One Hundred Fifty Eight and 67/100		DOLLARS	
THOUSAND NO HUNDREDS		100	
Original # 44882221		Validly Authenticated By Your Depositor	
⑆ 22852 ⑆ 4014000020000510220111⑆		⑆ 0000015867⑆	

Ref. No.: 813008792040597 Amount: 158.67

END OF CHECK IMAGE

00 394

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Page 1 of 4
Statement Period
12-22-11 through 01-23-12
B 14 E I E P I 14

0018258

Account Number: 000000 3519



24406 E01 SCM999

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1.800.688.6086 In Spanish

1.800.258.4408 DDOLLY User Only

Or you may write to:

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Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number	0051 0220 3519
Beginning Balance on 12-22-11	\$ 54.70
Deposits and Other Additions	+ 1,945.00
ATM and Debit Card Subtractions	- 931.96
Service Charges and Other Fees	- 191.00
Other Subtractions	- 855.27
Ending Balance on 01-23-12	\$ 21.47

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

00 395

BRODIE M TRICKEY

Page 2 of 4
 Statement Period
 12-22-11 through 01-23-12
 B 14 E I E PI 14

Account Number: 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
12-22	22.95-	31.75	Kangaroo E 12/22 #000116672 Withdrwl 5255 Rivers Avenu North Charles SC
12-22	2.00-	29.75	Kangaroo E 12/22 #000116672 Withdrwl 5255 Rivers Avenu North Charles SC Fee
12-27	245.00+	274.75	BkofAmerica ATM 12/27 #000008746 Deposit Northwoods N Charleston SC
12-27	172.30-	102.45	86301 Chesapeake Des:Payment ID:8305407141 Indn:Mclarry Trickey Co ID:6310676509 Ppd
12-27	123.34-	20.89-	Verizon Wireless Des:Payments ID:051969339800001 Indn:0000000051969339800001 Co ID:1223344794 Ppd
12-27	23.50-	44.39-	Financial Cons 12/26 #000002627 Withdrwl 36 Dusty Road Newberry SC
12-27	2.00-	46.39-	Financial Cons 12/26 #000002627 Withdrwl 36 Dusty Road Newberry SC Fee
12-28	35.00-	81.39-	Overdraft Item Fee For Activity Of 12-27 Electronic Transaction
12-28	67.33-	148.72-	Prog Direct Ins Des:Ins Prem ID:11435639 ,Brodi Indn:Brodie Mccary Trickey Co ID:9409348104 Ppd
12-29	35.00-	183.72-	Overdraft Item Fee For Activity Of 12-28 Electronic Transaction
01-03	300.00+	116.28	Online Banking transfer from Chk 5330 Conf# 0650582551; Parker, Elizabeth
01-06	780.00+	896.28	Counter Credit
01-06	80.00-	816.28	BkofAmerica ATM 01/06 #000006389 Withdrwl River Road Johns Island SC
01-06	10.00-	806.28	BkofAmerica ATM 01/06 #000006517 Withdrwl River Road Johns Island SC
01-09	675.00-	131.28	CheckCard 0106 Chillywater 252-933-9653 NC 24492152006849840433344
01-09	65.26-	66.02	Piggly Wiggly 01/07 #000299151 Purchase Piggly Wiggly 103 Johns Island SC
01-09	29.75-	36.27	00000000083150 01/07 #000554084 Purchase Kangaroo Exp #775 Johns Island SC
01-09	25.50-	10.77	Food Lion #149 01/07 #000396439 Purchase Food Lion #1499 Charleston SC
01-10	150.00-	139.23-	SC Student Loan Des:Tel Pmts ID:78Pry Indn:Trickey, Brodie M Co ID:9000031769 Tel
01-10	20.00-	159.23-	Citicards Pymt Des:Phone Pymt ID:1001 Indn:420640939810585 Co ID:1460358360 Ppd
01-11	300.00+	140.77	BkofAmerica ATM 01/11 #000008084 Deposit Bohicket Road Johns Island SC
01-11	35.00-	105.77	Overdraft Item Fee For Activity Of 01-10 Electronic Transaction
01-11	35.00-	70.77	Overdraft Item Fee For Activity Of 01-10 Electronic Transaction
01-11	150.00-	79.23-	Capital One Des:Online Pmt ID:201139919186594 Indn:2673997587Trickey Brod Co ID:9279744991 Web
01-12	35.00-	114.23-	Overdraft Item Fee For Activity Of 01-11 Electronic Transaction
01-17	120.00+	5.77	BkofAmerica ATM 01/16 #000004714 Deposit Harbor View Road James Island SC
01-20	200.00+	205.77	Online Banking transfer from Chk 9353 Conf# 1709713889; Trickey, Kathleen

BRODIE M TRICKEY

Page 3 of 4
 Statement Period
 12-22-11 through 01-23-12
 B 14 E I E PI 14 0018260
 Account Number: 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
01-23	172.30-	33.47	86301 Chesapeake Des:Payment ID:8305407141
01-23	12.00-	21.47	Indn:Mclarry Trickey Co ID:6310676509 Ppd Monthly Maintenance Fee

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$175.00	\$840.00
Total NSF: Returned Item Fees	\$0.00	\$140.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	54.70	01-03	116.28	01-12	114.23 -
12-22	29.75	01-06	806.28	01-17	5.77
12-27	46.39 -	01-09	10.77	01-20	205.77
12-28	148.72 -	01-10	159.23 -	01-23	21.47
12-29	183.72 -	01-11	79.23 -		

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here _____ \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) _____ \$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here _____ \$ _____
2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Page 1 of 4
Statement Period
01-24-12 through 02-21-12
B 14 E I E P I 14 0017760

Account Number: 3519



22406 E01 SCM999 I 2 0

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Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number	0051 0220 3519
Beginning Balance on 01-24-12	\$ 21.47
Deposits and Other Additions	+ 2,030.00
ATM and Debit Card Subtractions	- 739.90
Service Charges and Other Fees	- 117.00
Other Subtractions	- 1,024.18
Ending Balance on 02-21-12	\$ 170.39

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

00 399

BRODIE M TRICKEY

Page 2 of 4
 Statement Period
 01-24-12 through 02-21-12
 B 14 E I E P I 14

Account Number: 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
01-25	130.85-	109.38-	Verizon Wireless Des:Payments ID:051969339800001
01-26	35.00-	144.38-	Indn:0000000051969339800001 Co ID:1223344794 Ppd
01-30	500.00+	355.62	Overdraft Item Fee For Activity Of 01-25
01-30	200.00-	155.62	Electronic Transaction
01-30	67.33-	88.29	BkofAmerica ATM 01/29 #000002933 Deposit
01-31	25.14-	63.15	Bohicket Road Johns Island SC
02-01	75.00-	11.85-	Chase Des:Epay ID:1267097144
02-02	35.00-	46.85-	Indn:Brodie, Trickey Co ID:5760039224 Tel
02-08	35.00-	81.85-	Prog Direct Ins Des:Ins Prem ID:11435639 Brodi
02-09	110.00+	28.15	Indn:Brodie Mccary Trickey Co ID:9409348104 Ppd
02-10	800.00+	828.15	Kangaroo Exp # 01/31 #000880050 Purchase
02-10	5.40-	822.75	Kangaroo Exp #884 John's Island SC
02-13	200.00-	622.75	Banana R Cc Des:Br Epay ID:XXXXXXXXXX
02-13	150.00-	472.75	Indn: 6018590505968658 Co ID:9069872103 Web
02-13	101.00-	371.75	Overdraft Item Fee For Activity Of 02-01
02-13	47.82-	323.93	Electronic Transaction
02-13	19.89-	304.04	Extended Overdrawn Balance Charge
02-13	7.60-	296.44	BkofAmerica ATM 02/09 #000007538 Deposit
02-14	61.67-	234.77	Northwoods N Charleston SC
02-14	32.48-	202.29	BkofAmerica ATM 02/10 #000006088 Deposit
02-14	30.00-	172.29	Bohicket Road Johns Island SC
02-14	25.11-	147.18	Kangaroo Exp # 02/10 #000735933 Purchase
02-14	4.91-	142.27	5255 Rivers Ave Charleston SC
02-15	254.00-	111.73-	Bank Of America - Credit Card Bill Payment
02-17	120.00+	8.27	Capital One Des:Online Pmt ID:204239919022883
02-17	24.90-	16.63-	Indn:2673997587Trickey Brod Co ID:9279744991 Web
02-21	500.00+	483.37	Bank Of America - Credit Card Bill Payment
02-21	151.67-	331.70	Piggly Wiggly 02/13 #000295821 Purchase
			3575 Maybank High Johns Island SC
			CheckCard 0210 Kangaroo Express 3355
			North Charlessc 24299102042005102028761
			Kangaroo Expre 02/13 #000744059 Purchase
			Kangaroo Express N Charleston SC
			Earth Fare 02/14 #000447483 Purchase
			74 Folly Rd Charleston SC
			The Home Depot 02/14 #000818454 Purchase
			The Home Depot 11 Charleston SC
			BkofAmerica ATM 02/14 #000001421 Withdrwl
			Harbor View Road James Island SC
			Exxonmobil POS 02/14 #000565478 Purchase
			1311 Folley Rd Charlest SC
			Kangaroo Expre 02/14 #000789910 Purchase
			Kangaroo Express N Charleston SC
			CheckCard 0213 David Yurman By NM
			877-9081177 TX 24418002045045027901705
			Online Banking transfer from Sav 3213
			Conf# 1453054521; Parker, Elizabeth
			CheckCard 0215 Shell Oil 57542559505
			Charleston SC 24316052047548771008664
			BkofAmerica ATM 02/18 #000008193 Deposit
			Bohicket Road Johns Island SC
			CheckCard 0219 39 Rue DE Jean
			Charleston SC 24755422051120510843524

BRODIE M TRICKEY

Page 3 of 4
 Statement Period
 01-24-12 through 02-21-12
 B 14 E I E PI 14

0017762

Account Number: 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
02-21	100.00-	231.70	Chase Des:Epay ID:1279296688
02-21	37.25-	194.45	Indn:Brodie, Trickey Co ID:5760039224 Tel
02-21	12.06-	182.39	Shell Service 02/19 #000658867 Purchase
02-21	12.00-	170.39	Shell Service Sta Charleston SC
			CheckCard 0220 L2G*charleston Co Tre
			843-958-4360 SC 24692162051000264430058
			Monthly Maintenance Fee

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$105.00	\$105.00
Total NSF: Returned Item Fees	\$0.00	\$0.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	21.47	02-01	11.85 -	02-13	296.44
01-25	109.38 -	02-02	46.85 -	02-14	142.27
26	144.38 -	02-08	81.85 -	02-15	111.73 -
30	88.29	02-09	28.15	02-17	16.63 -
31	63.15	02-10	822.75	02-21	170.39

00 401

FIRST, start with your Account Register/Checkbook:

- NOW, with your Account Statement:**

- SUBTOTAL**

00 402

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Page 1 of 4
Statement Period
02-22-12 through 03-22-12
B 14 E I E PI 14

0019282

Account Number: 3519



23406 E01 SCM999 I1 3 0

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1-800-288-4408 Mobile/Text Line

Or you may write to:
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Tampa, FL 33622-5118

Effective July 1, 2012, the qualifications for the Platinum Privileges program are changing.

To qualify for the Platinum Privileges® program you must have an active Bank of America checking account. The balance qualifications, including combined balances, are not changing. Information regarding this program and account qualifications can be found in the Personal Schedule of Fees at www.bankofamerica.com/feesataglance.

00 403

BRODIE M TRICKEY

Page 2 of 4
 Statement Period
 02-22-12 through 03-22-12
 B 14 E I E P I 14

Account Number: 3519

Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number		3519
Beginning Balance on 02-22-12	\$	170.39
Deposits and Other Additions	+	1,315.00
ATM and Debit Card Subtractions	-	463.94
Service Charges and Other Fees	-	84.00
Other Subtractions	-	944.50
Ending Balance on 03-22-12	\$	7.05

Help avoid Overdraft & NSF: Returned Item fees. Use Alerts to get messages by email or text to inform you when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
02-22	37.96-	132.43	CheckCard 0221 Nbw*joesnewbalanceoutl 866-590-4965 MO 24692162052000675682114
02-22	15.76-	116.67	CheckCard 0220 Shell Oil 57542559505 Charleston SC 24316052052548746047427
02-23	175.00+	291.67	BkofAmerica ATM 02/23 #000009330 Deposit Bohicket Road Johns Island SC
02-23	172.30-	119.37	86301 Chesapeake Des:Payment ID:8305407141 Indn:Mclarry Trickey Co ID:6310676509 Ppd
02-24	121.87-	2.50 -	Verizon Wireless Des:Payments ID:051969339800001 Indn:0000000051969339800001 Co ID:1223344794 Ppd
02-24	20.01-	22.51 -	CheckCard 0222 Kangaroo Express 885 Johns Island SC 24299102054005779686235
02-27	100.00+	77.49	BkofAmerica ATM 02/26 #000001016 Deposit Bohicket Road Johns Island SC
02-27	35.00-	42.49	Overdraft Item Fee For Activity Of 02-24 Electronic Transaction
02-28	67.33-	24.84 -	Prog Direct Ins Des:Ins Prem ID:11435639 Brodi Indn:Brodie Mccary Trickey Co ID:9409348104 Ppd
02-29	35.00-	59.84 -	Overdraft Item Fee For Activity Of 02-28 Electronic Transaction
03-05	500.00+	440.16	BkofAmerica ATM 03/05 #000005682 Deposit Anna Knapp MT Pleasant SC
03-05	250.00-	190.16	Online Banking payment to Crd 3349 Confirmation# 0596709778
03-06	83.00-	107.16	CheckCard 0305 South Carolina Sports M North Charlessc 24755422065170656547698
03-07	48.00-	59.16	CheckCard 0305 Frnt Gate/Baseline Tkt 512-3890315 TX 24254772066468618790148
03-08	50.00-	9.16	CheckCard 0306 Roper St Francis Health 843-4025200 SC 24073142067900016703764

BRODIE M TRICKEY

Page 3 of 4
 Statement Period
 02-22-12 through 03-22-12
 B 14 E I E P I 14

0019284

Account Number: [REDACTED] 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
03-12	540.00+	549.16	BkofAmerica ATM 03/11 #000004614 Deposit
03-12	301.00-	248.16	Bohicket Road Johns Island SC
03-13	203.00-	45.16	Capital One Des:Phone Pymt ID:207039759000902
03-13	2.00-	43.16	Indn:2673997587Trickey Brod Co ID:9541719975 Tel
03-15	32.00-	11.16	Bank And Trust 03/13 #000008461 Withdrwl
03-15	6.21-	4.95	315 Folly Road Charleston SC
03-22	12.00-	7.05-	Bank Of America - Credit Card Bill Payment
			315 Folly Road Charleston SC Fee
			Kangaroo Expre 03/15 #000694031 Purchase
			503 Main Rd Johns Island SC
			Monthly Maintenance Fee

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$70.00	\$175.00
Total NSF: Returned Item Fees	\$0.00	\$0.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	170.39	02-28	24.84-	03-08	9.16
02-22	116.67	02-29	59.84-	03-12	248.16
02-23	119.37	03-05	190.16	03-13	43.16
02-24	22.51-	03-06	107.16	03-15	4.95
02-27	42.49	03-07	59.16	03-22	7.05-

00 405

FIRST, start with your Account Register/Checkbook:

- NOW, with your Account Statement:**

- SUBTOTAL** _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

[illegible]

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal _____
- This Balance should match your new Account Register Balance _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers if you think your statement or receipt is wrong or if you

Electronic Transfers: In case of errors or questions about your electronic transfers (if you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. For other accounts, we investigate, and if we find we have made an error, we will correct it.

Reporting Other Problems: You must examine your statement for other problems. If you find any other problems, please report them to the IRS. For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America, N.A. Member FDIC and

**Equal Housing Lender**

00 406

Account Number: [REDACTED] 3519



21406 B01 SCM999 I1 0

Our Online Banking service allows you to check balances, track account activity and more. With Online Banking you can also view up to 18 months of this statement online and even turn off delivery of your paper statement. Enroll at www.bankofamerica.com.

www.bankofamerica.com

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BRODIE M TRICKEY

Account Number	0051 0220 3519
Beginning Balance on 03-23-12	\$ 7.05-
Deposits and Other Additions	+ 2,022.00
ATM and Debit Card Subtractions	- 588.37
Service Charges and Other Fees	- 119.00
Other Subtractions	- 1,169.17
Ending Balance on 04-20-12	\$ 138.41

00 407

BRODIE M TRICKEY

Page 2 of 4
 Statement Period
 03-23-12 through 04-20-12
 B 14 E I E P I 14

Account Number: 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
03-23	200.00+	192.95	BkofAmerica ATM 03/23 #000007218 Deposit
03-23	172.30-	20.65	Northwoods N Charleston SC
03-26	847.00+	867.65	86301 Chesapeake Des:Payment ID:8305407141
03-26	268.54-	599.11	Indn:Mclarry Trickey Co ID:6310676509 Ppd
03-26	80.00-	519.11	BkofAmerica ATM 03/24 #000007724 Deposit
03-26	5.98-	513.13	Bohicket Road Johns Island SC
03-27	19.89-	493.24	Verizon Wireless Des:Payments ID:051969339800001
03-28	67.33-	425.91	Indn:0000000051969339800001 Co ID:1223344794 Ppd
03-30	100.00-	325.91	BkofAmerica ATM 03/24 #000007725 Withdrwl
03-30	26.96-	298.95	Bohicket Road Johns Island SC
03-30	4.17-	294.78	Scotchman #165 03/25 #000452740 Purchase
03-30	62.95-	231.83	1907 Maybank Hwy Charleston SC
04-02	20.17-	211.66	CheckCard 0325 Ji Pizza
04-02	20.06-	191.60	Johns Island SC 24071052086987132300567
04-02	17.23-	174.37	Prog Direct Ins Des:Ins Prem ID:11435639 Brodi
04-02	9.91-	164.46	Indn:Brodie Mccary Trickey Co ID:9409348104 Ppd
04-02	2.00-	162.46	SC Student Loan Des:Tel Pmts ID:D27Y11
04-03	140.00-	22.46	Indn:Trickey, Brodie M Co ID:9000031769 Tel
04-03	4.25-	18.21	Food Lion #149 03/30 #000611514 Purchase
04-05	200.00-	181.79-	2770 Maybank Hwy Charleston SC
04-05	7.99-	189.78-	Kangaroo Expre 03/30 #000329185 Purchase
04-06	35.00-	224.78-	503 Main Rd Johns Island SC
04-09	400.00+	175.22	Suntrust Bank 04/02 #000083684 Withdrwl
04-09	34.87-	140.35	@mathis Ferry MT Pleasant SC
04-11	246.00-	105.65-	CheckCard 0330 Kangaroo Exp #3354
04-12	35.00-	140.65-	Charleston SC 24122542090740090700473
			Kangaroo Exp # 04/02 #000539191 Purchase
			2802 Maybank Hwy John's Island SC
			Lowe's #661 04/02 #000815992 Purchase
			770 Daniel Ellis Charleston SC
			Piggly Wiggly 03/31 #000794405 Purchase
			3575 Maybank High Johns Island SC
			Suntrust Bank 04/02 #000083684 Withdrwl
			@mathis Ferry MT Pleasant SC Fee
			BkofAmerica ATM 04/03 #000008762 Withdrwl
			River Road Johns Island SC
			Shell Service 04/03 #000377271 Purchase
			Shell Mount Pleasant SC
			Bk Of Am Crd ACH Des:Paybyphone ID:01547065
			Indn:5329053769803349000000 Co ID:3001190310 Ppd
			Scotchman #165 04/05 #000292340 Purchase
			1907 Maybank Hwy Charleston SC
			Overdraft Item Fee For Activity Of 04-05
			Electronic Transaction
			BkofAmerica ATM 04/09 #000002754 Deposit
			Bohicket Road Johns Island SC
			Kangaroo Expre 04/09 #000681041 Purchase
			5302 Rivers A N Charleston SC
			Capital One Des:Phone Pymt ID:210139759000757
			Indn:2673997587Trickey Brod Co ID:9541719975 Tel
			Overdraft Item Fee For Activity Of 04-11
			Electronic Transaction

00 408

BRODIE M TRICKEY

Page 3 of 4
 Statement Period
 03-23-12 through 04-20-12
 B 14 E I E P I 14

0018269

Account Number: [REDACTED] 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
04-16	115.00-	255.65 -	Chase Des:Epay ID:1313797531
04-17	115.00+	140.65 -	Indn:Brodie, Trickey Co ID:5760039224 Tel
04-17	460.00+	319.35	Return Of Posted Check / Item (Received On 04-16)
04-17	35.00-	284.35	Electronic Transaction
04-18	86.18-	198.17	BkofAmerica ATM 04/17 #000008924 Deposit
04-19	31.00-	167.17	Northwoods N Charleston SC
04-20	12.00-	138.41	NSF: Returned Item Fee For Activity Of 04-16
			Electronic Transaction
			CheckCard 0417 Trident Regional Med
			866-492-9085 TN 24210732108014000266961
			Kangaroo Exp # 04/19 #000078937 Purchase
			5255 Rivers Ave Charleston SC
			Kangaroo Expre 04/20 #000812638 Purchase
			5302 Rivers A N Charleston SC
			Kangaroo Expre 04/20 #000642335 Purchase
			503 Main Rd Johns Island SC
			Monthly Maintenance Fee

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$70.00	\$245.00
Total NSF: Returned Item Fees	\$35.00	\$35.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	7.05 -	04-02	162.46	04-12	140.65 -
03-23	20.65	04-03	18.21	04-16	255.65 -
03-26	513.13	04-05	189.78 -	04-17	284.35
03-27	493.24	04-06	224.78 -	04-18	198.17
03-28	425.91	04-09	140.35	04-19	167.17
03-30	294.78	04-11	105.65 -	04-20	138.41

FIRST, start with your Account Register/Checkbook:

- NOW, with your Account Statement:**

- SUBTOTAL**

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____

5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal _____ \$ _____

This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers if you think your statement or receipt is wrong or if you need more information, please contact your bank.

Electronic transfers: In case of errors or questions about your electronic transfers (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or problem.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



00 410

Bank of America



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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Page 1 of 4
Statement Period
04-21-12 through 05-22-12
B 14 E I E P I 14

0018753

Account Number: 3519



23406 E01 SCM999 I 4 0

BRODIE M TRICKEY
1759 HICKORY KNL
JOHNS ISLAND, SC 29455-8302

Our Online Banking service allows you to check balances, track account activity and more.
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online and even turn off delivery of your paper statement.
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Customer Service Information

www.bankofamerica.com

For additional information or service, you may call:

1.800.332.1000 Customer Service

1.800.556.2000 For Spanish

1.800.242.2100 TDD/Relay Texas Relay

Or you may write to:

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

MyAccess Checking

BRODIE M TRICKEY

Your Account at a Glance

Account Number	0051 0220 3519
Beginning Balance on 04-21-12	\$ 138.41
Deposits and Other Additions	+ 1,920.00
ATM and Debit Card Subtractions	- 591.58
Service Charges and Other Fees	- 82.00
Other Subtractions	- 823.06
Ending Balance on 05-22-12	\$ 561.77

00 412

BRODIE M TRICKEY

Page 2 of 4
 Statement Period
 04-21-12 through 05-22-12
 B 14 E I E P I 14

Account Number: [REDACTED] 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
04-23	920.00+	1,058.41	BkofAmerica ATM 04/23 #000005466 Deposit
04-23	172.30-	886.11	Anna Knapp MT Pleasant SC 86301 Chesapeake Des:Payment ID:8305407141
04-23	20.34-	865.77	Indn:Mclarry Trickey Co ID:6310676509 Ppd
04-23	19.59-	846.18	Shell Service 04/22 #000535225 Purchase Shell Johns Island SC
04-23	13.16-	833.02	Hess 40208 04/21 #000410948 Purchase 2790 Maybank High Johns Island SC
04-23	8.01-	825.01	Shell Service 04/22 #000611739 Purchase Shell Johns Island SC
04-24	62.05-	762.96	Kangaroo Exp # 04/22 #000607554 Purchase 5255 Rivers Ave Charleston SC
04-24	20.00-	742.96	Cvs 00529 04/24 #000222082 Purchase 00529- Johns Island SC
04-24	18.51-	724.45	Kangaroo Exp # 04/24 #000622537 Purchase 106 Main Rd Johns Island SC
04-24	4.33-	720.12	Shell Service 04/24 #000856421 Purchase Shell Johns Island SC
04-25	223.43-	496.69	Kangaroo Exp # 04/24 #000788913 Purchase 5255 Rivers Ave Charleston SC
04-25	31.20-	465.49	Verizon Wireless Des:Payments ID:051969339800001 Indn:0000000051969339800001 Co ID:1223344794 Ppd
04-25	20.64-	444.85	Piggly Wiggly 04/25 #000470951 Purchase 3575 Maybank High Johns Island SC
04-25	6.43-	438.42	Shell Service 04/25 #000735334 Purchase Shell Charleston SC
04-25	5.40-	433.02	Cvs 00529 04/25 #000232305 Purchase 00529- Johns Island SC
04-25	4.56-	428.46	Kangaroo Exp # 04/25 #000729924 Purchase 5255 Rivers Ave Charleston SC
04-25	2.52-	425.94	Kangaroo Expre 04/25 #000359916 Purchase 503 Main Rd Johns Island SC
04-26	24.02-	401.92	Shell Service 04/25 #000752032 Purchase Shell Charleston SC
04-26	11.51-	390.41	Kangaroo Exp # 04/25 #000820553 Purchase 906 Folly Rd. James Island SC
04-26	6.40-	384.01	Kangaroo Expre 04/26 #000824483 Purchase 904 Saint And Charleston SC
04-26	1.93-	382.08	Kangaroo Exp # 04/26 #000079038 Purchase 5255 Rivers Ave Charleston SC
04-27	42.25-	339.83	Ez Shop #24 04/26 #000339899 Purchase 8440 St. Paul Roa Summerton SC
04-27	33.00-	306.83	Shell Service 04/27 #000117775 Purchase Shell Maxville FL
04-27	5.05-	301.78	CheckCard 0425 Jennifer Kirkland Charleston SC 24223692117980032623652
04-30	67.33-	234.45	Kangaroo Exp # 04/26 #000900342 Purchase 2802 Maybank Hwy John's Island SC
05-01	37.51-	196.94	Prog Direct Ins Des:Ins Prem ID:11435639 ,Brodi Indn:Brodie Mccary Trickey Co ID:9409348104 Ppd
			Shell Service 05/01 #000791232 Purchase Shell Johns Island SC

BRODIE M TRICKEY

Page 3 of 4
 Statement Period
 04-21-12 through 05-22-12
 B 14 E I E PI 14

0018755

Account Number: 3519

MyAccess Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
05-02	62.30-	134.64	CheckCard 0430 Arturo's Italian Restau
05-02	29.71-	104.93	Marco Island FL 24210732122207988700256
05-02	20.01-	84.92	Kangaroo Exp # 05/02 #000658711 Purchase
05-03	26.52-	58.40	5255 Rivers Ave Charleston SC
05-03	6.19-	52.21	Kangaroo Expre 05/02 #000507548 Purchase
05-04	17.17-	35.04	503 Main Rd Johns Island SC
05-04	5.51-	29.53	CheckCard 0501 Ji Pizza
05-07	260.00-	230.47-	Johns Island SC 24071052123987195828111
05-07	20.12-	250.59-	Kangaroo Expre 05/03 #000322154 Purchase
05-07	5.64-	256.23-	503 Main Rd Johns Island SC
05-08	35.00-	291.23-	Exxonmobil POS 05/04 #000540421 Purchase
14	35.00-	326.23-	1311 Folley Rd Charlest SC
21	1,000.00+	673.77	Kangaroo Exp # 05/04 #000794521 Purchase
05-22	100.00-	573.77	5255 Rivers Ave Charleston SC
05-22	12.00-	561.77	Bank Of America - Credit Card Bill Payment
			Shell Service 05/05 #000877579 Purchase
			Shell Charleston SC
			CheckCard 0505 Muddy Waters Coffee Bar
			Charleston SC 24559302127400004380221
			Overdraft Item Fee For Activity Of 05-07
			Electronic Transaction
			Extended Overdrawn Balance Charge
			BkofAmerica ATM 05/21 #000003901 Deposit
			Folly Road Charleston SC
			Bank Of America - Credit Card Bill Payment
			Monthly Maintenance Fee

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$70.00	\$315.00
Total NSF: Returned Item Fees	\$0.00	\$35.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	138.41	04-30	234.45	05-08	291.23 -
04-23	825.01	05-01	196.94	05-14	326.23 -
04-24	720.12	05-02	84.92	05-21	673.77
04-25	425.94	05-03	52.21	05-22	561.77
04-26	382.08	05-04	29.53		
04-27	301.78	05-07	256.23 -		

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here _____ \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) _____ \$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here _____ \$ _____
2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America, N.A. Member FDIC and



Equal Housing Lender

00 415

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

PAGE: 1
05/08/2012

TELEPHONE:800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY RNL
JOHNS ISLAND SC 29455

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TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 04/09/12 7.72
1 CREDITS 225.00
1 DEBITS 150.00
THIS STATEMENT 05/08/12 82.72

----- DEPOSITS -----
REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT
05/03 225.00

----- CHECKS -----
CHECK #..DATE.....AMOUNT CHECK #..DATE.....AMOUNT CHECK #..DATE.....AMOUNT
2980 05/07 150.00

----- ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES -----

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	\$.00	\$.00
* TOTAL RETURNED ITEM FEES:	\$.00	\$.00

----- DAILY BALANCE -----
DATE.....BALANCE DATE.....BALANCE DATE.....BALANCE
0 232.72 05/07 82.72

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704 PAGE: 1
04/09/2012

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455

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TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 03/08/12 18.72
3 CREDITS 540.00
3 DEBITS 551.00
THIS STATEMENT 04/09/12 7.72

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	03/13	200.00		03/30	200.00		04/04	140.00

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
136	04/03	200.00	138	03/15	201.00	2979	04/05	150.00

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	\$.00	\$.00
TOTAL RETURNED ITEM FEES:	\$.00	\$.00

D.	BALANCE	DATE	BALANCE	DATE	BALANCE
03/13	218.72	03/30	217.72	04/04	157.72
03/15	17.72	04/03	17.72	04/05	7.72

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704

PAGE: 1
03/08/2012

TELEPHONE:800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY RNL
JOHNS ISLAND SC 29455

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TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 02/08/12 18.72
1 CREDITS 150.00
1 DEBITS 150.00
THIS STATEMENT 03/08/12 18.72

REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT
03/02 150.00

CHECK #.....DATE.....AMOUNT CHECK #.....DATE.....AMOUNT CHECK #.....DATE.....AMOUNT
2978 03/06 150.00

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	\$.00	\$.00
* TOTAL RETURNED ITEM FEES:	\$.00	\$.00

DAILY BALANCE
DATE.....BALANCE DATE.....BALANCE
03/06 18.72

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704 PAGE: 1
02/08/2012

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455

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DO YOU LIKE TO TRAVEL? DO YOU LIKE TO SAVE MONEY? JOIN OUR STAR CLUB
TODAY AND START ENJOYING A MONEY-SAVING PACKAGE OF BONUSES AND REWARDS!
VISIT OUR WEBSITE OR STOP BY A LOCAL BRANCH TO LEARN MORE.

TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 01/09/12 9.60
3 CREDITS 600.00
4 DEBITS 590.88
THIS STATEMENT 02/08/12 18.72

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	01/17	290.00		02/02	160.00		02/07	150.00

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
133	01/20	157.00	2977	02/07	150.00			
168	01/19	130.00	260750	02/08	153.88			

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	\$.00	\$.00
TOTAL RETURNED ITEM FEES:	\$.00	\$.00

*** CONTINUED ***

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704 PAGE: 2
02/08/2012

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY

TOTALLY FREE ACCOUNT 6704

DATE.....BALANCE		DATE.....BALANCE		DATE.....BALANCE	
01/17	299.60	01/20	12.60	02/07	172.60
01/19	169.60	02/02	172.60	02/08	18.72

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

PAGE: 1
01/09/2012

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC. 29455

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TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 12/08/11 15.52-
4 CREDITS 450.00
4 DEBITS 424.88
THIS STATEMENT 01/09/12 9.60

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	12/12	200.00		01/03	160.00			
	12/14	40.00		01/06	50.00			

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
132*	01/06	51.88	166*	12/15	189.00	2976	01/05	150.00

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

DESCRIPTION	DATE	AMOUNT
NSF RETURNED ITEM(S) FEE	12/12	34.00

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE	PREVIOUS YEAR TOTAL
TOTAL OVERDRAFT FEES:	\$0.00	\$0.00	\$170.00
TOTAL RETURNED ITEM FEES:	\$34.00	\$0.00	\$34.00

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/12	150.48	12/14	190.48	12/15	1.48

CONTINUED

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704 PAGE: 2
01/09/2012

TELEPHONE:800-277-2175

BRODIE MCCARY TRICKEY

TOTALLY FREE ACCOUNT 6704

----- DAILY BALANCE -----			
DATE.....	BALANCE	DATE.....	BALANCE
01/03	161.48	01/05	11.48
		01/06	9.60

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT: 6704
PAGE: 1
12/08/2011

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455

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BEGINNING FEBRUARY 1, 2012, A FEW OF THE FEES RELATED TO YOUR ACCOUNTS
ARE CHANGING. FOR YOUR CONVENIENCE, WE'VE ENCLOSED A BROCHURE
HIGHLIGHTING THOSE CHANGES.

TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 11/08/11 191.52-
2 CREDITS 360.00
2 DEBITS 184.00
THIS STATEMENT 12/08/11 15.52-

DEPOSITS
REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT
12/05 200.00 12/08 160.00

CHECKS
CHECK #..DATE.....AMOUNT CHECK #..DATE.....AMOUNT CHECK #..DATE.....AMOUNT
2975 12/06 150.00

OTHER DEBITS
DESCRIPTION DATE AMOUNT
NSF PAID ITEM(S) FEE 12/07 34.00

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	34.00	170.00
TOTAL RETURNED ITEM FEES:	.00	.00

*** CONTINUED ***

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704 PAGE: 2
12/08/2011

TELEPHONE:800-277-2175

BRODIE MCCARY TRICKEY

TOTALLY FREE ACCOUNT 6704

DATE.....BALANCE		DATE.....BALANCE		DATE.....BALANCE	
12/05	8.48	12/07	175.52~		
12/06	141.52~	12/08	15.52~		

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704 PAGE: 1
11/08/2011

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455

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TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 10/11/11 265.92
3 CREDITS 500.00
12 DEBITS 957.44
THIS STATEMENT 11/08/11 191.52-

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	10/12	200.00		11/02	260.00		11/03	40.00

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
163	10/12	200.00	193	11/02	220.00			
192	10/14	200.00	2974	11/04	150.00			

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

DESCRIPTION	DATE	AMOUNT
XX7360 PIN STANDALONE 10/12 11:42 KANGAROO EXPRE 5302	10/12	8.62
RIVERS A N CHARLESTON SCUS		
XX7360 PIN STANDALONE 10/11 17:35 KANGAROO EXPRE 5302	10/12	18.88
RIVERS A N CHARLESTON SCUS		
XX7360 PIN STANDALONE 10/13 17:48 KANGAROO EXP #3354 5255	10/14	19.88
RIVERS AVE CHARLESTON		
XX7360 VISACHK PURCHAS 10/14 04:18 LIL CRICKET 873 LIL	10/17	10.25
CRICKET 873 CHARLESTON SC		
XX7360 VISACHK PURCHAS 10/20 05:02 APL*APPLE ITUNES STORE	10/20	27.81
*APPLE ITUNES S 866		
N. ID ITEM(S) FEE	10/21	34.00
NSF PAID ITEM(S) FEE	11/03	34.00
NSF PAID ITEM(S) FEE	11/07	34.00

*** CONTINUED ***

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00065 01
ACCOUNT:

6704 11/08/2011

PAGE: 2

TELEPHONE:800-277-2175

BRODIE MCCARY TRICKEY

TOTALLY FREE ACCOUNT 6704

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	102.00	136.00
* TOTAL RETURNED ITEM FEES:	.00	.00

DATE.....BALANCE		DATE.....BALANCE		DATE.....BALANCE	
10/12	238.42	10/20	19.52-	11/03	7.52-
10/14	18.54	10/21	53.52-	11/04	157.52-
10/17	8.29	11/02	13.52-	11/07	191.52-

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

PAGE: 1
10/11/2011

TELEPHONE:800-277-2175

BRODIE MCCARY FRICKY
1759 HICKORY KNL
JOHNS ISLAND SC 29455

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THE ANNUAL PRIVACY NOTICE IS ENCLOSED. PRIVACY PRACTICES HAVE NOT
CHANGED.
ON SEPTEMBER 21ST, WE LAUNCHED OUR NEWLY ENHANCED ONLINE BANKING. WITH
AN IMPROVED LOOK, NEW BUDGETING TOOLS, AND ADDITIONAL PAYMENT OPTIONS
LIKE ZASHPAY, MANAGING YOUR MONEY HAS NEVER BEEN EASIER. VISIT US AT
WWW.SCBTONLINE.COM AND TRY IT TODAY!

TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 09/09/11 50.85-
3 CREDITS 800.00
20 DEBITS 483.23
THIS STATEMENT 10/11/11 265.92

DEPOSITS - - - - -
REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT
09/27 300.00 10/03 300.00 10/07 200.00

OTHER DEBITS - - - - -
DESCRIPTION DATE AMOUNT
XX7360 PIN STANDALONE 09/28 12:13 KANGAROO EXP #3354 5255 09/28 4.04
RIVERS AVE CHARLESTON
XX7360 PIN STANDALONE 09/28 07:49 KANGAROO EXP #884 2802 09/28 30.13
MAYBANK HWY JOHN'S ISLA
XX7360 PIN STANDALONE 09/28 17:40 KANGAROO EXP #3354 5255 09/29 3.14
RIVERS AVE CHARLESTON
XX7360 PIN STANDALONE 09/29 12:00 EXXONMOBIL MALL DRIVE EX C09/29 7.08
RILEY ST SCUS
X1 PIN STANDALONE 09/29 14:11 KANGAROO EXPRE 1968 09/29 22.62
PING NORTH CHARLESSCUS
CITL PAYMENT PAYMENT 200554253008011 10/04 203.40
XX7360 PIN STANDALONE 10/04 22:13 SHELL Service Station 10/05 4.45
SHELL CHARLESTON SCUS
XX7360 PIN STANDALONE 10/05 12:47 KANGAROO EXPRE 5302 10/05 9.17
RIVERS A N CHARLESTON SCUS
* * * C O N T I N U E D * * *

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT: 6704
PAGE: 2
10/11/2011

TELEPHONE:800-277-2175

BRODIE MCCARY TRICKEY

TOTALLY FREE ACCOUNT 6704

DESCRIPTION	OTHER DEBITS	DATE	AMOUNT
XX7360 PIN STANDALONE 10/04 17:24 RANGAROO EXP #3354 5255		10/05	9.60
RIVERS AVE CHARLESTON			
XX7360 PIN STANDALONE 10/05 07:48 RANGAROO EXPRE 503 MAIN		10/05	11.12
RD JOHNS ISLAND SCUS			
XX7360 PIN STANDALONE 10/05 17:35 RANGAROO EXP #3354 5255		10/06	7.05
RIVERS AVE CHARLESTON			
XX7360 PIN STANDALONE 10/06 07:44 RANGAROO EXP #884 2802		10/06	8.18
MAYBANK HWY JOHN'S ISLA			
XX7360 PIN STANDALONE 10/05 19:54 PIGGLY WIGGLY 3575		10/06	8.47
MAYBANK HIGHW JOHNS ISLAND			
XX7360 PIN STANDALONE 10/06 07:40 RANGAROO EXP #884 2802		10/06	15.09
MAYBANK HWY JOHN'S ISLA			
XX7360 PIN STANDALONE 10/11 12:06 RANGAROO EXPRE 5302		10/11	9.17
RIVERS A N CHARLESTON SCUS			
XX7360 PIN STANDALONE 10/11 07:05 RANGAROO EXP #884 2802		10/11	11.32
MAYBANK HWY JOHN'S ISLA			
XX7360 PIN STANDALONE 10/10 19:38 FOOD LION #1499 2770		10/11	12.47
MAYBANK HWY CHARLESTON SC			
XX7360 PIN STANDALONE 10/10 16:41 RANGAROO EXPRE 5302		10/11	15.06
RIVERS A N CHARLESTON SCUS			
XX7360 PIN STANDALONE 10/10 19:10 RANGAROO EXP #3354 5255		10/11	15.23
RIVERS AVE CHARLESTON			
XX7360 PIN STANDALONE 10/09 13:52 PIGGLY WIGGLY 3575		10/11	76.44
MAYBANK HIGHW JOHNS ISLAND			

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	34.00
TOTAL RETURNED ITEM FEES:	.00	.00

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/27	249.15	09/28	214.98	09/29	182.14

C O N T I N U E D

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704 10/11/2011

PAGE: 3

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY

TOTALLY FREE ACCOUNT 6704

DATE.....BALANCE		DATE.....BALANCE		DATE.....BALANCE	
10/03	482.14	10/05	244.40	10/07	405.61
10/04	278.74	10/06	205.61	10/11	265.92

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704

PAGE: 1
09/09/2011

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455

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TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 08/08/11 .21
1 CREDITS 200.00
5 DEBITS 251.06
THIS STATEMENT 09/09/11 50.85-

REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT
08/19 200.00

CHECK #..DATE.....AMOUNT CHECK #..DATE.....AMOUNT CHECK #..DATE.....AMOUNT
101 08/29 150.00

DESCRIPTION
XX7360 PIN STANDALONE 08/22 12:49 KANGAROO BXERE 5302 08/22 20.20
RIVERS A N CHARLESTON SCUS
XX7360 VISACHK PURCHAS 08/23 14:37 SHELL OIL 57543241707 08/24 20.14
SHELL OIL 57543241 MOUN
XX7360 VISACHK PURCHAS 08/28 20:31 JUANITA GREENBERG'S 08/31 26.72
JUANITA GREENBERG' CHARLE
NSF PAID ITEM(S) FEE 08/31 34.00

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR	TOTAL
	THIS PERIOD	YEAR TO DATE
* TOTAL OVERDRAFT FEES:	34.00	34.00
* TOTAL RETURNED ITEM FEES:	.00	.00

* * * C O N T I N U E D * * *

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704
PAGE: 2
09/09/2011

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY

TOTALLY FREE ACCOUNT 6704

DATE.....BALANCE		DATE.....BALANCE		DATE.....BALANCE	
08/19	200.21	08/24	159.87	08/31	50.85-
08/22	180.01	08/29	9.87		

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

PAGE: 1
08/08/2011

6704

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455

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BEGINNING JULY 21ST, WHEN WE HOLD FUNDS YOU DEPOSIT BY CHECK, THE
FIRST \$200 OF THE DEPOSIT WILL BE AVAILABLE TO YOU ON THE NEXT BUSINESS
DAY WITH LIMITED EXCEPTIONS. CALL US IF YOU HAVE ANY QUESTIONS
AT 1-800-277-2175.

TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 07/11/11 .21
CREDITS .00
DEBITS .00
THIS STATEMENT 08/08/11 .21

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704

PAGE: 1
07/11/2011

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455

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TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 06/08/11 .21
CREDITS .00
DEBITS .00
THIS STATEMENT 07/11/11 .21

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

- END OF STATEMENT -

SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

001 00085 01
ACCOUNT:

6704 PAGE: 1
06/08/2011

TELEPHONE: 800-277-2175

BRODIE MCCARY TRICKEY
1759 HICKORY KNL
JOHNS ISLAND SC 29455

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TOTALLY FREE ACCOUNT 6704

LAST STATEMENT 05/09/11 13.82
CREDITS .00
2 DEBITS 13.61
THIS STATEMENT 06/08/11 .21

----- OTHER DEBITS -----

DESCRIPTION	DATE	AMOUNT
XX7360 PIN STANDALONE 05/11 07:30 SHELL Service Station	05/11	7.58
SHELL MOUNT PLEASANSUB		
XX7360 VISACHK PURCHAS 05/12 00:14 KANGAROO EXPRESS 885	05/16	6.03
KANGAROO EXPRESS 8 JOHNS		

----- ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES -----

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* TOTAL OVERDRAFT FEES:	.00	.00
* TOTAL RETURNED ITEM FEES:	.00	.00

----- DAILY BALANCE -----

DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
05	6.24	05/16	.21		

- END OF STATEMENT -

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiMortgage, Inc.

☐ Plaintiff

v.

Brodie M. Trickey, Et Al

☐ Defendant.

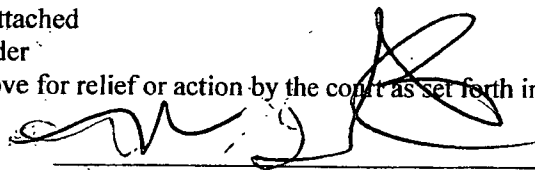
IN THE

CASE NO.

2010-CP-10-5775

MOTION AND ORDER INFORMATION

FORM AND COVER SHEET

Plaintiff's Attorney: Damon C. Wlodarczyk, 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 Date submitted <u>September 3, 2010</u>	

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

Collected by: _____

Date Filed: _____

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
CitiMortgage, Inc.,)
)
Plaintiff,)
)
vs.)
)
Brodie M. Trickey a/k/a Brodie McCary)
Trickey and Barberry Woods Property)
Owners Association,)
)
Defendant(s).)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2010-CP-10-5775

**NOTICE OF MOTION AND
MOTION FOR RECONSIDERATION**

TO; THE HONORABLE MIKELL R. SCARBOROUGH AND DAMON
WLODARCZYK, ATTORNEY FOR THE PLAINTIFF

PLEASE TAKE NOTICE that the Defendant, Brodie M. Trickey (hereinafter

"Defendant"), by and through his undersigned attorney will move before the Honorable Mikell R. Scarborough, Master in Equity for Charleston County, at Chambers, Charleston County Courthouse, Charleston, South Carolina, at such place and time as the court may appoint to reconsider that certain Order filed on May 8, 2013 (hereinafter "the Order") and received on May 16, 2013. Defendant makes the motion pursuant to all applicable Rules of Civil Procedures including but not limited to Rules , 52, 56, 59, 60, and 71 SCRPC. The basis for said motion is as follows:

1. This Court erred in concluding that the Defendant had alleged a private cause of action under HMP.
2. This Court erred in ruling that Defendant's cause of action for Breach of Contract and of the Implied Covenant of Good Faith and Fair Dealing was precluded because no private cause of action exists under HMP.

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CLERK OF COURT
BY

3. This Court erred in ruling that Defendant's cause of action for Unjust Enrichment was precluded because no private cause of action exists under HMP.

4. This Court erred in ruling that Defendant's cause of action for Negligent Misrepresentation was precluded because no private cause of action exists under HMP.

5. This Court erred in ruling that no genuine issue of material fact exists as to whether Defendant had and provided verifiable income in order to modify his loan prior initiation of this action, based on the grounds that Defendant did not provide to Plaintiff tax records for the years subsequent to the initiation of this action.

6. In the Order, the Court cites to the case of Stevens v. American Home Mortgage Servicing, Inc. 2011 WL 901179 (D.S.C March 15, 2011) (Defendant is of the opinion and belief that a clerical error may have occurred in the citation of the case and that the Plaintiff's name should be cited as Steffens v. American Home Mortgage Servicing, Inc., C. A. No. 6:10-cv-01788-JMC (D.S.C. March 15, 2011). In Steffens, the plaintiff brought an action *pro se* against the mortgage servicer, as opposed to the owner of the plaintiff's loan, asserting causes of action for 1) violation of due process, , and 2) breach of the implied covenant of good faith and fair dealing under the Servicer Participation Agreement between AHMSI and Fannie Mae. C. A. No. 6:10-cv-01788-JMC. Thereafter, the magistrate judge in his report and recommendation stated that the due process action should be dismissed because the plaintiff "has shown no deprivation of a protected liberty or property interest. . ." and that the implied covenant of good faith and fair dealing action should be dismissed because the plaintiff "does not have contract with AHMSI, has not alleged that she is a third-party beneficiary to contracts with others, and has failed to bring a claim for breach of contract." Id. Following the report, the plaintiff filed an objection

raising issue only with the due process claim, and therefore in its subsequent ruling the Court addressed only the plaintiff's due process claim. Id.

7. The Courts reliance on the Steffens, is misplaced. In this case, unlike in Steffens, Defendant alleged a counterclaim for breach of contract, alleging Plaintiff breached the implied covenant of good faith and fair dealing found in the terms of the agreement under the Note and Mortgage. Defendant alleges a breach of the very same contract Plaintiff is seeking to enforce in this action. "There exists in every contract an implied covenant of good faith and fair dealing." Adams v. G.J. Creel and Sons, Inc., 465 S.E.2d 84, 85 (1995) (Citation Omitted); Rotec Services, Inc. v. Encompass Servicing, Inc., 359 S.C. 467, 597 S.E.2d 881 (Ct. App. 2004) (holding that for purposes of determining whether a contract was breached the implied covenant of good faith and fair dealing is just another term of the contract at issue); See also, Young v. Wells Fargo, Op. No. 12-1405 (1st Cir. May 21, 2013); Wigod v. Wells Fargo Bank, N.A., 673 F.3d 547 (7th Cir. 2012); Koontz v. Wells Fargo, N.A., CA No. 2:10-cv-00864 (S.D. WV March 31, 2011) (holding a Bank must act in a commercially reasonable manner when accepting partial payment, communicating with, and representing to a mortgagor the status and options for a permanent modification of their loan.); Acuna v. Chase Home Finance, LLC, No. 3:10-CV-905 (E.D. VA May 16, 2011) (denying a motion to dismiss where it was alleged the bank induced the mortgagor to default in order to receive a modification, false assurances about a modification, false assurance about not foreclosing, and that the Bank failed to follow HAMP guidelines); Bosque v. Wells Fargo Bank, N.A., 762 F. Supp 2d. 342 (D. Mass January 26, 2011) (denying a motion to dismiss because the complaint contained a number of allegations concerning acts and omissions on the part of the Bank which undermined the mortgagors ability to perform under TPP and perform as required.); Benjamin v. BAC Home Loans Servicing, LP, No. CV 211-101

(S.D. Georgia March 29, 2012) (holding that if Plaintiff is able to establish a binding contract, allegations that the Bank failed to respond to Plaintiff's request for information on their loan modification and that the Bank failed to comply with the loan modification, amount to a plausible claim for breach of the contract's implied covenant of good faith and fair dealing).

8. In this case Defendant alleged in his Counterclaim for Breach of Contract and Beach of the covenant of Good Faith and Fair Dealing that he had entered into an agreement with the Plaintiff as evidence by the contract upon which Plaintiff brought this action; that the contract contained an implied covenant of good faith and fair dealing which required Plaintiff to act in a reasonable manner; that Plaintiff breached the implied terms of the contract, including but not limited to, by "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 [his] home/property, [and] acting in its own self interest . . ."

9. Defendant further submitted testimony in the form of an affidavit which stated:

"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)"

10. Under the summary judgment standard, the Court must give every benefit of doubt to the non-moving party. Watters v. Terminix Services Inc., 376 S.C. 632, 658 S.E. 2d. 110 (Ct. App. 2008). "[I] cases applying the preponderance of the evidence burden of proof, the nonmoving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." Team IA, Inc. v. Lucas, 395 S.C. 237, 244, 717 S.E. 2d 103 (Ct. App. 2011). Undoubtedly, the Defendant has met this burden. Defendant plead allegations and submitted evidence that Plaintiff breached the implied covenant of good faith and fair dealing subsumed within the agreements of the Note and Mortgage. A question of fact exists and it was an error of this Court to grant summary judgment on Defendant's breach of contract counterclaim based upon the misplaced grounds "that borrower cannot maintain a private cause of action against the Plaintiff for failing to modify the terms of his mortgage loan under HMP."

11. The Court further erred in holding "[t]hat even if the borrower could maintain a private cause of action for the Plaintiff's HMP decision, Plaintiff is entitled to judgment as a matter of law because the borrower has no verifiable income upon which a loan modification

Therefore, Defendant is of the opinion and belief that issues of fact exist as to the allegations of all three of his counterclaims, and would request that the Court reconsider its Order Granting Plaintiffs motion for Summary Judgment as to Defendant's Counterclaims.

RESPECTFULLY SUBMITTED,

MARY LEIGH ARNOLD, PA



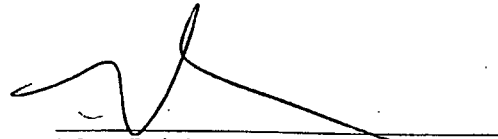
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is employed with Mary Leigh Arnold, P.A. and that on this 21 day of May, 2013 she has served the Motion for Reconsideration in the within action by placing said copy in the United States, postage prepaid to the opposing counsels as listed below:

Damon C. Wlodarczyk, Esq.
RILEY POPE & LANEY, LLC
2838 Devine Street
P.O. Box 11412(29211)
Columbia, South Carolina 29205
Attorney for Plaintiff

The Honorable Mikell Scarborough
100 Broad Street, suite 266
Charleston, S.C. 29401



Mary Leigh Arnold, P.A.
749 Johnnie Dodds Blvd, Suite B
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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.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all materials
proposed to be included by any of the parties and not any other materials.

MARY LEIGH ARNOLD, P.A.

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Attorney for Appellant/Respondent

July 24, 2014