

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

Appeal from the Circuit Court of Lexington County, South Carolina

Albert J. Dooley, Judge/ Special Referee

Case No. 2010-cp-32-00669
Appellate Case No. 2014-000820

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION.....Respondent

V.

Demetric Hayes.....Appellant

RECORD ON APPEAL

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Gaston, SC 29053
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Pro Se, Appellant

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COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
FILED CASE NO. 2010-CP-32-00669

CHASE HOME FINANCE LLC S/B/M TO
CHASE MANHATTAN MORTGAGE
CORPORATION,

2010 JUL 30 P 12:14

MASTER'S ORDER AND

JUDGMENT OF FORECLOSURE
AND SALE
BETH A. CLARK
CLERK OF COURT
LEXINGTON SC

Plaintiff,

v.

NO DEFICIENCY REQUESTED

DEMETRIC HAYES,

Defendant

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled action was referred to the undersigned Master in Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the action. Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Supreme Court or Court of Appeals.

Pursuant to the said reference, a hearing was held on July 29, 2010, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on February 16, 2010.
2. The Summons and Complaint were filed on February 16, 2010.
3. Service was made upon the Defendants named in this Order as is shown by the proofs of service filed herein.
4. The Defendant DEMETRIC HAYES is in default as shown by Affidavit filed herein.

EXHIBIT

B&H # 281355

5. According to an Affidavit filed herein, no Defendant is in the military service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, and any amendments thereto.
6. The Defendant DEMETRIC HAYES did not file or serve an answer in this action.
7. All Defendants were notified of the time, date and place of hearing in this matter.
8. For value received, DEMETRIC HAYES made, executed and delivered a note, dated 05/27/2004, promising thereby to pay to the order of CHASE MANHATTAN MORTGAGE CORPORATION the sum of \$118,470.00, with interest at the rate of 6% per annum. Other terms and conditions are stated in the note, which is of record herein.
9. To better secure the payment of the note described above, said DEMETRIC HAYES, made, executed and delivered to CHASE MANHATTAN MORTGAGE CORPORATION a mortgage, in writing, dated 05/27/2004, covering real property in Lexington County, which is the same as that described in the Complaint. The mortgage was recorded on 05/28/2004, and is of record in the Office of the ROD for Lexington County in Book 9298 at Page 295, and was subsequently re-recorded in the Office of the Register of Deeds for Lexington County on 06/08/2004, in Mortgage Book 9324 at Page 237.
10. This mortgage constitutes a valid first purchase-money mortgage lien on the subject property.
11. The Plaintiff is the owner and holder of the Note and the Mortgage.
12. The mortgage loan (the "Loan") that is the subject of this action and is originated and secured by the Note and the Mortgage is not owned, securitized, or guaranteed by the Federal National Mortgage Association ("FNMA" or "Fannie Mae").
13. The Loan is not owned, securitized, or guaranteed by the Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac").

14. The servicer (the "Servicer") of the Loan has executed a Commitment to Purchase Financial Instrument and Servicer Participation Agreement for the Home Affordable Modification Program under the Emergency Economic Stabilization Act of 2008 (a "HAMP Participation Agreement"), and, therefore, the Servicer is participating in the Home Affordable Modification Program (the "HAMP").

15. Because the Servicer executed a HAMP Participation Agreement and is participating in the HAMP, the Loan is subject to consideration for modification pursuant to the HAMP.

16. Although the Servicer executed a HAMP Participation Agreement and is participating in the HAMP, the Loan is owned, securitized, or guaranteed by the United States Department of Veterans Affairs and is, therefore, not subject to modification pursuant to the HAMP.

17. The titleholder of record of the subject property as of the filing of the Lis Pendens in this action was DEMETRIC HAYES, who is the original mortgagor.

18. Payment due on the note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the note and mortgage in the hands of its attorney of record herein for collection.

19. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorneys; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$1,375.00 is a reasonable attorney's fee for the Plaintiff's attorneys for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final

adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

20. The amount due and owing on the note and mortgage, with interest at the rate provided in the note, and other costs and expenses of collection, including attorney's fees, secured by the note and mortgage, is as follows:

- (a) Principal due as of 07/29/2010 \$109,197.28
- (b) Interest from 09/01/2009 through 07/29/2010 at 6% per annum \$5,980.46
- (c) Real Estate Tax Advancements \$321.30
- (d) Hazard Insurance Advancements \$363.64
- (e) Late Charges \$313.67
- (f) Property Inspections \$186.00
- (g) Costs of collection prior to hearing \$719.61
- (h) Foreclosure Attorney's Fees \$1,375.00

Total Debt secured by note and mortgage, including interest to date shown \$118,456.96. Interest for the period from the date shown in (b) above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein, and interest after the date of judgment at the rate of 6% per annum, pursuant to the terms of the note and mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Total Debt secured by the mortgage through the date to which such interest is computed.

21. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRPC.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. That the Plaintiff should have judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its note and mortgage the sum of \$118,456.96, representing the Total Debt due to the Plaintiff as set out in Paragraph 20, supra, together with interest thereon at the rate provided in the note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt" as set forth in Paragraph 20, supra, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 6% per annum.
4. That the Plaintiff is entitled to an order from this Court determining that the Plaintiff has fully complied with the requirements of the TRO and the Administrative Order and that the loan that is the subject of this action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Defendant liable for the aforesaid Total Debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Total Debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the Lexington County Judicial Center, in the City of Lexington, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master in Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance

with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Total Debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6% per annum.

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

D. Purchaser to pay for the deed and the cost of recording the deed.

3. That, if the Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the Total Debt in full, the Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Total Debt.

4. That a personal or deficiency Judgment being WAIVED, the bidding will not remain open for thirty (30) days (pursuant to S.C. Code Ann. § 15-39-760(1976)), and bidding will be final on the date of sale, but compliance with the bid may be made immediately.

5. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity may re-advertise the premises for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

6. That in the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms

and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

7. That the undersigned Master in Equity shall apply the proceeds of the sale as follows:

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

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiff's attorneys, of the amount of the Total Debt and interest (including attorney's fees) or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

8. That it is further ORDERED ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant in possession herein, the Sheriff of Lexington County is hereby directed to eject and remove from the premises the occupant of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

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

10. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the Defendant, who was the title-holder of the mortgaged property at the time of the filing of the Lis Pendens, and the grantee of the subject mortgage; and that the Register of Deeds is hereby authorized to

omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

11. That it is further ORDERED ADJUDGED AND DECREED that the undersigned Master in Equity shall retain Jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCF.
12. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds to release of record the lien being foreclosed, which lien is described in Paragraph 9 of the Findings of Fact hereinabove.
13. That it is further ORDERED, ADJUDGED AND DECREED that the Plaintiff has fully complied with the requirements of the TRO and the Administrative Order and that the loan that is the subject of this action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program.
14. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot 75 Heather Hill, Phase II-B (formerly Heatherwood, Phase IIB) on a plat prepared for McLeod Development, LLC by AccuPoint Surveying, P.A., dated March 3, 2003 and recorded in the ROD Office for Lexington County in Plat Book 8221 at Page 134; said plat being incorporated herein by reference and made a part of this description and said lot having such boundaries and measurements as shown thereon, all being a little more or less.

This being the same property conveyed to Demetric Hayes by deed from Mark Homebuilders, Inc., dated 05/27/2004 and recorded 05/28/2004 in deed book 9298 Page 293 in the Office of the Register of Deeds for the county of Lexington South Carolina.

CURRENT ADDRESS OF PROPERTY: 232 Edinfield Court, Gaston, SC 29053

TMS: 009024-01-091

AND IT IS SO ORDERED.

3/
James O. Spence

Master in Equity for Lexington County

Date: 7-29, 2010
Lexington, South Carolina

BETH A. CARRIG
CLERK OF COURT
LEXINGTON SC

2010 JUL 30 PM 14

FILED

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-0669

COPY

J.P. Morgan Chase

Demetric Hayes

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: I hereby recuse myself from hearing or determining any matter in the above-entitled action due to the fact that I have a conflict. (201)

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order. TMS # -		

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

Circuit Court Judge

3068

Judge Code

May 23, 2013

Date

10
Exhibit Y

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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

7
 8
 9
 10

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ORIGINAL

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STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
CASE NO. 2010-CP-32-00669

CHASE HOME FINANCE LLC S/B/M TO
CHASE MANHATTAN MORTGAGE
CORPORATION,

701 MAY 16 A 11:00
MOTION AND ORDER TO
SUBSTITUTE PLAINTIFF

Plaintiff,

v.

DEMETRIC HAYES,

Defendant.

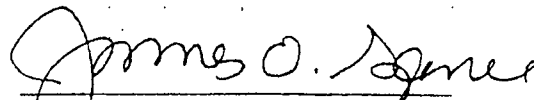
WHEREAS, CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION brought the above styled action to foreclose a mortgage lien of property more fully described in the Complaint and Lis Pendens, and

WHEREAS, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION is the current true owner and holder of the Note and Mortgage which are the subject of this foreclosure action, said Mortgage being recorded on 5/28/2004, in the Office of the Register of Deeds for Lexington County in Book 9298 at Page 295.

THEREFORE, pursuant to Rule 17(a) of the South Carolina Rule of Civil Procedure and for good cause indicated,

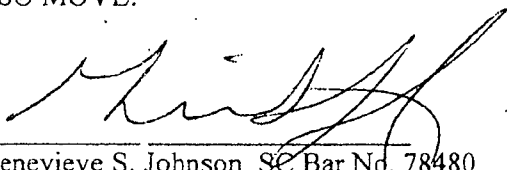
IT IS HEREBY ORDERED that JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION shall be and is hereby substituted *ab initio* as Plaintiff and as the real party in interest and that CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION shall be dismissed without prejudice.

AND IT IS SO ORDERED.


The Honorable James O. Spence
Master in Equity for Lexington County

May 7, 2012
Lexington, South Carolina

I SO MOVE:


Genevieve S. Johnson, SC Bar No. 78480
Butler and Hosch, P.A.
Westpark Center II
107 Westpark Boulevard, Suite 130
Columbia, SC 29210
Telephone: (803) 798-2112
Fax: (803) 798-2175
Attorneys for Plaintiff

FILED
MAY 15 4 06 PM
2012

FILED

AM

ORIGINAL

STATE OF SOUTH CAROLINA ~~FILED~~ ~~APR 25~~ ~~PM 2:47~~ IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

BETH A. CARRIGG
CLERK OF COURT

JPMorgan Chase Bank, National Association, et al. Case No. 2010-CP-32-00669
Successor by Merger to Chase Home Finance,
LLC s/b/m to Chase Manhattan Mortgage
Corporation,

Plaintiff,

vs.

Demetric Hayes,

Defendant.

**ORDER DENYING DEFENDANT'S RULE 60(b)(3) MOTION TO VACATE
JUDGMENT FOR FAILURE TO EXECUTE SERVICE ON DEFENDANT
AND**

SUPPLEMENTAL ORDER POST-JUDGMENT

Pursuant to Rule 53, SCRPC, this matter was referred to me with authority to enter final judgment in this case. A hearing was held before me on March 13, 2014, on Defendant's Rule 60(b)(3) Motion to Vacate Judgment for Failure to Execute Service on Defendant ("Defendant's Motion") and on Plaintiff's request for an order updating the amount that has come due on the debt since the Master's Order of Judgment and Foreclosure and Sale filed on July 30, 2010 ("Master's Order"). Plaintiff appeared through its counsel, James Y. Becker, Esq. and Defendant appeared *pro se*. For the reasons set forth below, Defendant's Motion is denied and Plaintiff's request for a supplemental order updating the amount of the debt is granted.

I. DEFENDANT'S MOTION TO VACATE THE MASTER'S ORDER IS DENIED.

In his Motion, Defendant argues that he was not properly served with the summons and complaint in this foreclosure action, and that the Master's Order should be vacated under Rule 60(b)(3), SCRPC. However, the evidence before the Court shows that the Master's Order was filed after a hearing before the Honorable James O. Spence on July 29, 2010, during which

Plaintiff's attorney presented testimony that Defendant was properly served with the summons and complaint, and that Defendant was in default for failing to file any responsive pleading. Plaintiff filed an Affidavit of Service from the Lexington County Sheriff's Department on March 24, 2010, affirming that Defendant was served by substitute service when the Sheriff left a copy of the Summons and Complaint with Defendant's fiancé, Karla Marshall, at the address for the property that is the subject of this action and Defendant's current address. Defendant was given notice of the final foreclosure hearing, as evidenced by the Notice of Final Hearing filed on July 21, 2010. Defendant has admitted that he was present at the hearing on July 30, 2010.

Additionally, after the entry of the Master's Order, Judge Spence held two additional hearings at which Defendant had the opportunity to present argument concerning the service of the summons and complaint and the validity and finality of the Master's Order. Judge Spence ruled at each hearing that Defendant had been properly served by the Lexington County Sheriff's Department and that Defendant had waived his right to challenge the foreclosure action by failing to appear prior to the entry of the Master's Order in 2010.

In his Motion, Defendant again seeks to challenge the validity of the Master's Order, this time based on Rule 60(b)(3), which provides in relevant part:

(b) On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: . . . (3) fraud, misrepresentation, or other misconduct of an adverse party. . . . The motion shall be made within a reasonable time and for reasons (1), (2), and (3) not more than one year after the judgment, order, or proceeding was entered or taken.

First, Defendant's Motion under Rule 60(b) is clearly time-barred. Rule 60(b), SCRPC, requires that a motion for relief from a final judgment must be made within a reasonable time but not later than one year after the entry of judgment. *Se. Hous. Found. v. Smith*, 380 S.C. 621, 670 S.E.2d 680 (Ct. App. 2008). Defendant's Motion was not filed until September 10, 2013—

more than three years after the Master's Order was entered on July 30, 2010, so his motion is time-barred.

Second, Defendant has not offered any evidence of any extrinsic fraud or misconduct by Plaintiff. South Carolina courts have long held that to obtain equitable relief from a judgment under Rule 60(b)(3), SCRPC, the alleged fraud or misconduct must be extrinsic. *Raby Constr. LLP v. Orr*, 358 S.C. 10, 19, 594 S.E.2d 478, 482-483 (2004). "Extrinsic fraud is fraud that induces a person not to present a case or deprives a person of the opportunity to be heard." *Chewning v. Ford Motor Co.*, 354 S.C. 72, 81, 579 S.E.2d 605, 610 (2003). In his Motion, Defendant asserts two facts that he claims warrant vacating the Master's Order: Plaintiff's alleged failure to serve Defendant with the Summons and Complaint, and Plaintiff's alleged failure to prove that it is the current holder of the Note and Mortgage. Defendant, however, has not produced any evidence to support the truth of his allegations, and even if either allegation was true, there is no evidence that either action by Plaintiff has prevented Defendant from participating in the foreclosure. Instead, Defendant has participated in every hearing held in this case and has repeated the same arguments at every turn, all in an effort to delay the inevitable sale of the property. There is no dispute that Defendant had proper notice of all hearings in this case and that he was present at every hearing. Consequently, even if Defendant's motion was timely brought, which it was not, there is no evidence that Plaintiff has engaged in any fraud or misconduct that has prevented Defendant from participating in this action.

Third, the Court finds that Defendant failed to present any new evidence at the March 13 2013, hearing to support his claims that he was not served or that Plaintiff does not have standing to pursue this case. The Court has already ruled on both issues and held that Defendant was properly served and that Plaintiff is the real party in interest and has standing to sue, so

Defendant's claims are barred by the doctrine of res judicata. Further, Defendant's argument that Plaintiff should be barred from proceeding in the foreclosure because there is no assignment of record into Plaintiff is without merit. Plaintiff is the successor by merger to Chase Home Finance LLC, which is the successor by merger to Chase Manhattan Mortgage. Thus, the Note and Mortgage have never been sold or transferred to a new entity, and no assignment of Mortgage or transfer of the Note is required to give Plaintiff standing.

Based on the foregoing, Defendant's Motion is denied.

2. Plaintiff's request for a supplemental order on the amount of the debt is granted.

At the March 13, 2014, hearing, Plaintiff submitted an Affidavit of Indebtedness from Stephanie N. Dinkins for the purpose of updating the amount due on the subject mortgage loan since the Master's Order was entered on July 30, 2010. Defendant did not present any evidence to oppose the Affidavit of the information contained therein. Defendant also admitted on the record that he in default under the terms of the subject mortgage loan by failing to make payments when due.

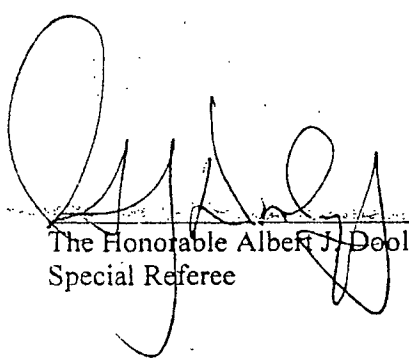
Therefore, upon motion of Plaintiff's counsel and for good cause shown, IT IS HEREBY ORDERED that the previous judgment debt in the Master's Order is amended to reflect that the amount due on the subject note and mortgage, with interest rate provided in the note, and other costs and expenses of collection, is, as of February 20, 2014:

Principal Balance	\$ 109,197.28
Interest Due through 1/31/2014	28,937.47
Pre-Acceleration Late Charges	313.67
Escrow	
Escrow Advances for 2014	0.000

Escrow Advances for 2013	1,926.88
Escrow Advances for 2012	0.00
Escrow Advances for previous years	838.45
Hazard Insurance Advances	3,421.00
PMI Advances	0.00
Credits	(605.11)
Total Escrow	5,581.22
Broker's Price Opinion	503.00
Property Preservation	0.00
Previous Bankruptcy Fees/Costs	750.00
Previous Attorney's Fees/Costs	0.00
Property Inspections	294.00
Suspense	0.00
Subtotal before fees:	145,576.64
Foreclosure Attorneys' Fees (from Master's Order filed July 30, 2010)	1375.00
Costs of collection prior to hearing (from Master's Order filed July 30, 2010)	719.61
Additional Foreclosure Attorneys' Fees	8,649.20
Additional Costs of Collection since July 20, 2010 hearing	1,933.31
TOTAL DEBT SECURED BY NOTE AND MORTGAGE:	\$158,253.76

The Court further finds that based on the Attorney Certification served by Plaintiff, it appears that the foreclosure intervention process under the Administrative Order is complete because Defendant has refused to participate, and the subject property may be set for sale. The subject property shall be sold under the terms of the original Master's Order, at the sale scheduled for May 5, 2014.

AND IT IS SO ORDERED.



The Honorable Albert J. Dooley
Special Referee

MARCH 25, 2014

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2010CP3200669

JPMorgan Chase Bank
National Association

Demetric Hayes

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other:

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Circuit Court Judge

Judge Code

3/26/2014

Date

For Clerk of Court Office Use Only

This judgment was entered on: **27th of March 2014**, and a copy mailed first class or placed in the appropriate attorney's box on **27th of March 2014**, to attorneys of record or to parties (when appearing pro se) as follows:

Mary McFarland Caskey
PO Box 11889 Columbia, SC 29211

ATTORNEY(S) FOR THE PLAINTIFF(S)

Demetric Hayes 232 Edinfield Ct Gaston, SC 29053

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg/inh

Court Reporter

Beth A. Carrigg - Clerk of Court

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

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

STATE OF SOUTH CAROLINA

FILED

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

2014 APR 14 A 9:37

JPMorgan Chase Bank, National Association, BETH A. CLARK, Case No: 2010-CP-32-00669
Successor by Merger to Chase Home Finance, CLERK OF COURT
LLC s/b/m to Chase Manhattan Mortgage LEXINGTON, SC

Plaintiff,
vs.

Demetric Hayes,

Defendant.

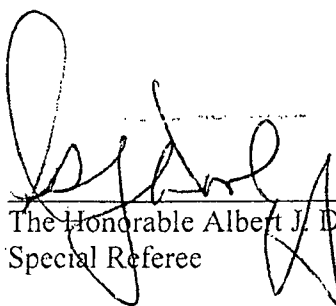
ORIGINAL

**ORDER DENYING DEFENDANT'S MOTION FOR REMOVAL OF
SPECIAL REFEREE DUE TO CONFLICT OF INTEREST**

Pursuant to Rule 53, SCRPC, this matter was referred to me with authority to enter final judgment in this case. I am in receipt of Defendant's Motion for Removal of Special Referee Due to Conflict of Interest ("Motion"), in which Defendant requests that I be removed as Special Referee from hearing further proceedings in this matter. However, Defendant's Motion is untimely and without merit, and is therefore DENIED.

AND IT IS SO ORDERED.

April 11, 2014


The Honorable Albert J. Dooley
Special Referee

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2010CP3200669

JPMorgan Chase Bank
National Association

Demetric Hayes

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

4/23/2014

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on **24th of April 2014**, to attorneys of record or to parties (when appearing pro se) as follows:

Mary McFarland Caskey
PO Box 11889 Columbia, SC 29211

ATTORNEY(S) FOR THE PLAINTIFF(S)

Demetric Hayes 232 Edinfield Ct Gaston, SC 29053

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg/mh

Court Reporter

Beth A. Carrigg - Clerk of Court

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

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

STATE OF SOUTH CAROLINA

FILED

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

2014 APR 14 A 9:38

Case No. 2010-CP-32-00669

JPMorgan Chase Bank, National Association,
Successor by Merger to Chase Home Finance, CARRIGG
LLC s/b/m to Chase Manhattan Mortgage LENDING
Corporation, LEXINGTON SC

Plaintiff,

vs.

Demetric Hayes,

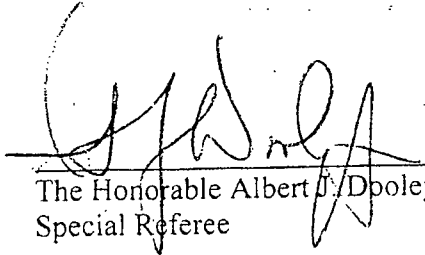
Defendant.

ORIGINAL

**ORDER DENYING DEFENDANT'S MOTION FOR RECONSIDERATION AND
VACATING OF ORDER BASED ON NEWLY DISCOVERED EVIDENCE**

Pursuant to Rule 53, SCRPC, this matter was referred to me with authority to enter final judgment in this case. I am in receipt of Defendant's Motion for Reconsideration and Vacating of Order Based on Newly Discovered Evidence ("Motion"), filed on April 4, 2014, in which Defendant requests that the Court reconsider its Order Denying Defendant's Rule 60(b)(3) Motion to Vacate Judgment for Failure to Execute Service on Defendant and Supplemental Order Post-Judgment. Because I find that Defendant's Motion is without merit, it is DENIED.

AND IT IS SO ORDERED.


The Honorable Albert J. Dooley
Special Referee

April 11, 2014

WJH

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2010CP3200669

JPMorgan Chase Bank
National Association

Demetric Hayes

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

4/23/2014

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on **24th of April 2014**, to attorneys of record or to parties (when appearing pro se) as follows:

Mary McFarland Caskey
PO Box 11889 Columbia, SC 29211

ATTORNEY(S) FOR THE PLAINTIFF(S)

Demetric Hayes 232 Edinfield Ct Gaston, SC 29053

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg/mh

Court Reporter

Beth A. Carrigg - Clerk of Court

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

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

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

FILED

2013 JUL 25 P 2:25

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION

ETHA A. CARRIGG
CLERK OF COURT
1705 STATE

Plaintiff,

MH

v.

CASE NUMBER: 2010-CP-32-00669

DEMETRIC HAYES

Defendant.

SCANNED

OPPOSITION TO MOTION FOR ORDER CONFIRMING REFERENCE
AND APPOINTING SPECIAL REFEREE

Defendant, DEMETRIC HAYES, pro se, files this, opposition to Motion for Order Confirming Reference and appointing Albert J. Dooley, Jr. as special referee in the above-captioned foreclosure action. Defendant has filed a lawsuit in federal court against the plaintiff as the plaintiff has violated certain federal laws in seeking a foreclosure against the defendant. Defendant has alleged Wrongful Foreclosure, Fraud, Failure to Give Proper Notice to the Department of the Veteran's Administration and Intentional Infliction of Emotional Distress against the plaintiff and plaintiff's original counsel. Notwithstanding, the Order of Reference filed June 16, 2010, plaintiff's and plaintiff's counsel violation of federal law makes this a matter to be handled by the federal courts and defendant sees no reason for the appointment of a special referee. The only action that should be taken by this Court at this time is to vacate the judgment rendered in favor of the plaintiff.

The fact that the Honorable James O. Spence by order dated May 28, 2013 recused himself calls into question the whole process by which the foreclosure action has taken place.

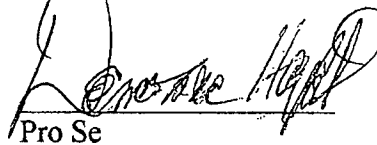
WHEREFORE, Defendant Demetric Hayes, respectfully requests this Honorable Court to deny Plaintiff's Motion for Order Confirming Reference and Appointing Special Referee, vacate the judgment in favor of the plaintiff, and dismiss the original action filed by the plaintiff.

FILED

2013 JUL 25 P 2:25

SETHA LARRIGS
CLERK OF COURT

Respectfully Submitted,
DEMETRIC HAYES



Pro Se

Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION

Plaintiff,

v.

CASE NUMBER: 2010-CP-32-00669

DEMETRIC HAYES

Defendant.

2013 JUL 25 2:25
CLERK OF COURT
JUL 25 2013

FILED

CERTIFICATE OF SERVICE

I hereby certify that on this 25 day of July, 2013, a copy of the foregoing Opposition to Motion for Order Confirming Reference and Appointing Special Referee was mailed, postage prepaid, to the following:

James Y Becker, Esquire
Mary M. Caskey, Esquire
Haynsworth Sinkley Boyd, P.A.
1201 Main Street, Suite 2200
Post Office Drawer 11889 (29211-1889)
Columbia, South Carolina 29201
Telephone: 803- 779-3080


Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

STATE OF SOUTH CAROLINA

IN THE COURT COMMON PLEAS

FILED

ORIGINAL

COUNTY OF LEXINGTON

2013 SEP 10 5 41 PM FOR THE ELEVENTH JUDICIAL CIRCUIT

PETHA CARRIGL
CLERK OF COURT

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION

Plaintiff,

v.

DEMETRIC HAYES

Defendant.

RULE 60(b) (3) MOTION TO VACATE JUDGMENT FOR FAILURE TO PROPERLY
EXECUTE SERVICE ON DEFENDANT

Defendant, DEMETRIC HAYES, *pro se*, (hereinafter "Hayes" or "defendant") files this, his Rule 60(b) (3) Motion to Vacate Judgment on the grounds that he never was properly served and that a default judgment was granted. In support thereof, defendant states the following:

FACTUAL BACKGROUND

1. In May 2004, Hayes took a mortgage (hereinafter "mortgage") with Chase Manhattan Mortgage Corporation.
2. This mortgage was guaranteed through the Veterans Administration.
3. Between 2004 and 2010, said mortgage was allegedly transferred or sold to Chase Home Finance LLC (hereinafter "Chase Home Finance").

SCANNED

MH

- FILED
2013 SEP 10 4:13
JESSICA L. CARRICO
CLERK OF COURT
4. Hayes was never notified that his mortgage was transferred to Chase Home Finance LLC.
 5. In 2010, Chase Home Finance LLC sent a letter to Hayes regarding the mortgage.
 6. Hayes sent a written request requesting proof that his mortgage had been transferred or sold from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC.
 7. In addition, Hayes requested that any concerns with the loan be addressed to the Veteran's Administration pursuant to federal statutes governing Veteran's Administration loans.
 8. Neither Chase Manhattan Mortgage Corporation nor Chase Home Finance LLC addressed Hayes loan with the Veteran's Administration pursuant to the federal statutes governing Veteran's Administration loans.
 9. Notwithstanding the failure to follow through with the Veteran's Administration, Chase Home Finance filed a Summons and Complaint and allegedly a *Lis Pendens* on February 16, 2010 in order to foreclose on the property.
 10. Although in the Complaint, Chase Home Finance alleges it was the holder on a note and the mortgage on said property, there was no paperwork filed with the Complaint demonstrating that the mortgage had been sold or transferred from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC.
 11. Hayes was never served with the Summons, Complaint or *Lis Pendens*.
 12. Despite Hayes never being served, plaintiff filed for a Judgment in Default by Chase Home Finance.

13. Chase Home Finance filed an affidavit by Lexington County Deputy Sheriff Terry

Hite in which he alleges he served a "Karla Marshall, Fiancé" a copy of the

Complaint as the residence.

14. There is no "Karla Marshall". There is a friend of the Hayes whose name is Carla

Marshall who was not present at the residence on March 16, 2010 as alleged in the affidavit of service.

15. Carla Marshall has subsequently filed an affidavit stating she was never served with the Complaint against Hayes.

16. Based on the Motion for Default Judgment and the affidavit alleging service, an order of reference was entered June 16, 2010 and a hearing was ordered for July 29, 2010.

17. On July 29, 2010, the Court of Common Pleas granted judgment in favor of the Chase Home Finance with the order entered July 30 2010 and ordered a hearing on damages.

18. Hayes first heard of the Summons and Complaint at the July 29, 2010 hearing.

19. Upon hearing that a judgment has been entered against him, Hayes requested proof that the mortgage had been transferred or sold from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC and proof of representation by the law firm on the mortgage.

20. Chase Home Finance has failed to provide any documentation requested by the defendant.

21. Between entry of default judgment in favor of Chase Home Finance and a hearing on damage, JPMorgan Chase Bank has entered an appearance as a substitute plaintiff in place of Chase Home Finance.

22. Hayes has requested documentation supporting the entry of JPMorgan Chase Bank in place of Chase Home Finance. To date, Hayes has not received a response to his requests for discovery in state court.
23. The Court of Common Pleas has requested documentation from JPMorgan Chase Bank in order to determine how much damage to award to Chase Home Finance in the state claim.
24. To date, JPMorgan Chase has failed to produce documentation of how it is the owner of the note and/or mortgage.
25. Despite the failure to JPMorgan Chase to produce any of the necessary documentation, a default judgment was granted and the plaintiff has sought to go forward with the foreclosure.
26. The whole process of the granting of a default judgment was based on fraud, misrepresentation and misconduct by the plaintiff, as Hayes' rights were violated.
26. The fact that the Honorable James O. Spence by order dated May 28, 2013 recused himself calls into question the whole process by which the foreclosure action has taken place.

WHEREFORE, Defendant Demetric Hayes, respectfully requests this Honorable Court pursuant to Rule 60(b) (3), to vacate the judgment in favor of the plaintiff, and dismiss the original action filed by the plaintiff.

Respectfully Submitted,
DEMETRIC HAYES

Pro Se

Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

FILED

2013 SEP 10 P 4:13

BETH A. CARRIGL
CLERK OF COURT
LEXINGTON, SC

STATE OF SOUTH CAROLINA

IN THE COURT COMMON PLEAS

FILED

ORIGINAL

COUNTY OF LEXINGTON

2013 SEP 10 10 46 AM

FOR THE ELEVENTH JUDICIAL CIRCUIT

BETH J. CARLSON
CLERK OF COURT
LEXINGTON, SC

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION

Plaintiff,

v.

CASE NUMBER: 2010-CP-32-00669

DEMETRIC HAYES

Defendant.

CERTIFICATE OF SERVICE

I hereby certify that on this 10 day of September, 2013, a copy of the foregoing Rule
60(b) (3) Motion to Vacate Judgment was mailed, US certified mail, to the following:

James Y Becker, Esquire
Mary M. Caskey, Esquire
Haynsworth Sinkley Boyd, P.A.
1201 Main Street, Suite 2200
Post Office Drawer 11889 (29211-1889
Columbia, South Carolina 29201
Telephone: 803- 779-3080



Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
FILED
FOR THE ELEVENTH JUDICIAL CIRCUIT

2014 MAR 13 A 9:32

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

NK

Plaintiff,

v.

CASE NUMBER: 2010-CP-32-00669

DEMETRIC HAYES

Defendant.

**MEMORANDUM IN SUPPORT OF DEFENDANT'S MOTION TO VACATE DEFAULT
JUDGMENT AND TO GRANT DEFENDANT'S MOTION TO DISMISS**

COMES NOW, the Defendant, Demetric Hayes (hereinafter "Hayes" or "Defendant"),
pro se, and submits this, his Memorandum in Support of His Motion to Vacate Default Judgment
and grant Defendant's Motion to Dismiss and in support thereof he states the following:

INTRODUCTION & FACTUAL BACKGROUND

In May 2004, Hayes took a mortgage (hereinafter "mortgage") with Chase Manhattan
Mortgage Corporation. This mortgage was guaranteed through the Veterans Administration.
Between 2004 and 2010, said mortgage was allegedly transferred or sold to Chase Home Finance
LLC (hereinafter "Chase Home Finance"). Hayes was never notified that his mortgage was
transferred or sold to Chase Home Finance LLC. It was never disclosed at closing that Hayes
mortgage would be transferred or sold.

In 2010, Chase Home Finance LLC sent a letter to Hayes regarding the mortgage. Hayes sent a qualified written request requesting proof that his mortgage had been transferred or sold from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC. Hayes never received a response back from Chase Home Finance, LLC. In addition, Hayes requested that any concerns with the loan be addressed to the Veteran's Administration pursuant to federal statutes governing Veteran's Administration loans. Neither Chase Manhattan Mortgage Corporation nor Chase Home Finance LLC addressed Hayes loan with the Veteran's Administration pursuant to the federal statutes governing Veteran's Administration loans.

Notwithstanding the failure to follow through with the Veteran's Administration, Chase Home Finance filed a Summons and Complaint and allegedly a Lis Pendens on February 16, 2010 in order to foreclose on the property. Although in the Complaint, Chase Home Finance alleged it was the holder on a note and the mortgage on said property, there was no paperwork filed with the Complaint demonstrating that the mortgage had been sold or transferred from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC.

Hayes was never served with the Summons, Complaint or Lis Pendens. There is an affidavit of non-service submitted by Mr. Robert P. Jones dated 28 February 2010 that he attempted to serve documents but was unable to do so. Despite Hayes never being served, a Motion for Judgment in Default was filed by Chase Home Finance. Chase Home Finance filed an affidavit by Lexington County Deputy Sheriff Terry Hite in which he alleges he served a "Karla Marshall, Fiancée" a copy of the Complaint at the residence. There is no "Karla Marshall". There is a friend of the Hayes whose name is Carla Marshall who was not present at the residence on March 16, 2010 as alleged in the affidavit of service.

Based on the Motion for Default Judgment and the affidavit alleging service, an order of reference was entered June 16, 2010 and a hearing was ordered for July 29, 2010. On July 29, 2010, Hayes was deprived of his constitutional and civil rights and was told by Judge James O. Spence that he could not represent himself and had to be represented by a licensed South Carolina attorney. The Court of Common Pleas granted judgment in favor of the Chase Home Finance with the order entered July 30 2010 and ordered a hearing on damages. Hayes first knowledge of the Summons and Complaint was when he received the first notice of final hearing.

Upon hearing that a judgment has been entered against him, Hayes requested proof that the mortgage had been transferred or sold from Chase Manhattan Mortgage Corporation to Chase Home Finance LLC and proof of representation by the law firm on the mortgage. Chase Home Finance has failed to provide any documentation requested by the defendant. Between entry of default judgment in favor of Chase Home Finance and a hearing on damage, JPMorgan Chase Bank has entered an appearance as a substitute plaintiff (2012) in place of Chase Home Finance. Hayes has requested documentation supporting the entry of JPMorgan Chase Bank being the real party of interest in place of Chase Home Finance. To date, Hayes has not received a response to his requests for discovery in state court. JP Morgan Chase Bank N.A. was not a party of interest when the lawsuit was filed.

The Court of Common Pleas has requested documentation from JPMorgan Chase Bank in order to determine how much damages to award to Chase Home Finance in the state claim. To date, JPMorgan Chase has failed to produce any documentation of how it is the owner of the note and/or mortgage.

ARGUMENT

The Default Judgment in this case should be vacated on the first premise that the Defendant was never served. The alleged service was to a "Karla Marshall", a person who, to the Defendant's knowledge, does not exist. Carla Marshall, who is a friend of the Defendant has previously provided an affidavit that she was not present at the Defendant's home at the time of the alleged service and that she has never accepted service of the Motion for Foreclosure.

It is clear that all the Default Motions and the Motion to Substitute a party was done without the Defendant's presence or knowledge. It was due to the lack of the presence of the Defendant that JPMorgan Chase was able to substitute itself for Chase Home Finance LLC without having to provide any documentation that it was a successor in interest.

On the basis of lack of service, the Default Judgment should be vacated.

In addition to the lack of service, the Court should vacate the Default Judgment and grant Defendant's Motion to Dismiss on Plaintiff lack of standing and its failure to provide any evidence, other than that of counsel, which is hearsay that it is the owner of the Note and the Mortgage. It is respectfully requested that the Court take judicial notice of a case of the Ninth Judicial Circuit of Common Pleas of Charleston, South Carolina where the Court dismissed a foreclosure action filed by Deutsche Bank National Trust Company, as the claimed trustee of an IndyMac securitization, hold that Deutsche Bank National Trust Company failed to show that it was the owner of the original Note and Mortgage at the time the Complaint was filed.

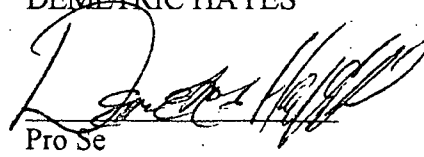
That Court took note of the United States Supreme Court's decision, *Carpenter v. Longan*, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872) which the Court found "clearly supports the notion that the Plaintiff must own the Note and the Mortgage to foreclose on the property." In the Deutsche Bank case, the Court found that the Plaintiff failed to show it owned the Mortgage at the time of the Complaint was filed.

In this case, we have a Note and a Mortgage owed by "Chase Manhattan Mortgage Corporation". At no point in either the Note or the Mortgage do we see "Chase Home Finance LLC". Furthermore, despite the requests of the Defendants, no one has produced any evidence or documentation that "Chase Home Finance LLC" was doing business in South Carolina as "Chase Manhattan Mortgage Corporation". According to the South Carolina Secretary of State office, JP Morgan Chase Bank N.A. doesn't have a registered agent to do business in South Carolina.

In addition, we have no evidence or documentation that the Plaintiff, JP Morgan Chase became the successor in interest to "Chase Home Finance LLC S/B/M Chase Manhattan Mortgage Corporation. All the "evidence" provided a Motion and Order drafted by counsel and submitted to the Court without the Defendant knowing about it and being able to challenge the assertion. Defendant has requested documentation and proof of the succession in interest, and to this day, Plaintiff has failed to provide any documentation of its position vis-à-vis Chase Home Finance LLC or Chase Manhattan Mortgage Corporation.

Defendant on more than one occasion has requested documentation of Plaintiff's claim to be a successor in interest. To date Plaintiff has failed to provide any evidence. Without such documentation, Plaintiff is not the holder of the Note and/or Mortgage and therefore Plaintiff is without standing to bring a foreclosure action against the defendant and thus, this case should be dismissed.

Respectfully Submitted,
DEMETRIC HAYES



Pro Se

Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Plaintiff

ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

FILED

2014 MAR 13 A 9:32

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Plaintiff,

v.

CASE NUMBER: 2010-CP-32-00669

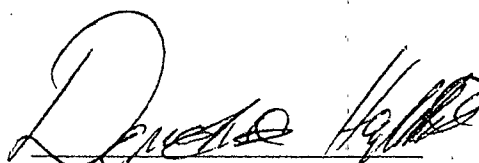
DEMETRIC HAYES

Defendant.

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of March, 2014, a copy of the foregoing was hand
delivered to the following:

James Y Becker, Esquire
Mary M. Caskey, Esquire
Haynsworth Sinkley Boyd, P.A.
1201 Main Street, Suite 2200
Post Office Drawer 11889 (29211-1889
Columbia, South Carolina 29201
Telephone: 803-779-3080



Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION

RECEIVED, CLERKS OFFICE
2013 MAY 15 PM 3 06
US DISTRICT CT COLA, SC

Plaintiff,

v.

CASE NUMBER: 3:13-cv-00731-JFA

DEMETRIC HAYES

Defendant.

DEFENDANT'S OBJECTION TO
MAGISTRATE'S REPORT AND RECOMMENDATION

Defendant, Demetric Hayes, Pro Se, pursuant to Rule 72(b) of the Federal Rules of Civil Procedure, files this and states the following:

Background

It has always been the defendant's position that the foreclosure by the plaintiff is illegal, unlawful, fraudulently represented and a violation of the law. Defendant contends the following: (1) Plaintiff has never proven it is the actual holder of the Note and Mortgage upon which the original suit was brought under the Uniform Commercial Code 3-301 and 3-309; (2) Defendant was not properly served with the Complaint – statements that Carla Marshall was served are refuted in the affidavit filed with this Court that she has never been served, yet, the record reflects that the claim for proper service was on the basis that it was Carla Marshall served at the residence of the defendant; (3) Defendant was never given a proper opportunity to represent himself in the state proceedings which would render the judgment void as a matter of law and raises the question of whether the state court violated the federally protected rights of the

defendant, and (4) Plaintiff violated federal law by failure to notify the Veteran's Administration of its intent to foreclose on said property.

Arguments

The magistrate's Report and Recommendation erroneously determined that no federal question was involved. In defendant's response to plaintiff's motion to remand, defendant sufficiently raised the issue of a federal question. Defendant's loan was guaranteed by the Veteran's Administration and any action involving said loan is subject to the requirements of the Veteran's Administration. In pursuing the foreclosure, plaintiff failed to notify the Veteran's Administration and thus violations the rules and the regulations of the Veteran's Administration, a copy which was attached to defendant's response to remand. By violating the rules and regulations of the Veteran's Administration, the plaintiff has violated federal law. Plaintiff should not benefit from its failure to follow federal law and now is claiming that no federal issues were raised. If the plaintiff has violated federal law, the plaintiff should not benefit from its bad behavior and then claim no federal are raised in the foreclosure. In addition, the failure of the state court to grant foreclosure under these circumstances as to whether defendant's federal rights have been violated. Defendant has raised enough issues that warrant that a federal court should review the whole process of plaintiff's foreclosure action.

The Report and Recommendation is erroneous in that it makes no mention of defendant's issues regarding the authority of the Veteran's Administration. The Report and Recommendation has ignored the issues raised in defendant's response to plaintiff's motion to remand. This Honorable Court should reject the Report and Recommendation and continue to hold jurisdiction over this matter on the basis of the federal issues raised by the plaintiff's violations of the regulations of the Veteran's Administration. In addition, defendant has the right

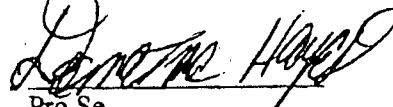
to raise issues of whether the state court violation his federally protected rights when it granted a default judgment in favor of the plaintiff.

Defendant also objects to the Report and Recommendation as it has ignored relevant parts of the federal law. Under 28 U.S.C.A. §§ 1446(b) (1) and 1446(c) (1), the notice of removal "shall be filed within 30 days of receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based, or within 30 days after the service of summons upon such defendant or defendants in such action." And "A case may not be removed under subsection (b)(3) on the basis of jurisdiction conferred by section 1332 more than 1 year after commencement of the action, *unless the district court finds that the plaintiff has acted in bad faith in order to prevent a defendant from removing the action.*" (emphasis added) The Report and Recommendation ignore the fact that the plaintiff has acted in bad faith. In defendant's response, defendant noted that the plaintiff ignored the rules and regulations of the Veteran's Administration and plead its foreclosure motion as if the defendant has a regular loan regulated under HUD (Housing & Urban Development) regulations. Had defendant had a loan guaranteed by HUD, arguably, plaintiff might have been able to only rely on simply filing in state court. However, plaintiff intentionally did not involve the Veteran's Administration and it was required to do and further circumvented the rules and relations by the Veteran's Administration and failing to negotiate with the defendant through the Veteran's Administration. The plaintiff's hands are unclean and plaintiff should not benefit was it improper behavior. The Report and Recommendation completely overlooked this by the plaintiff and ignored the full reading of the statute. Therefore, the district court should find that the plaintiff did act in bad faith in order to prevent the defendant from removing this action, by making sure there was no reference to the rules and regulations of the

Veteran's Administration and thus seeking to keep this matter from being moved into federal court.

Therefore, I respectfully request that this Honorable Court not follow the Report and Recommendation of the Magistrate, dismiss the Plaintiff's Motion to Remand to State Court and retain jurisdiction over this matter.

Respectfully Submitted,
DEMETRIC HAYES


Pro Se

Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION

Plaintiff,

v.

CASE NUMBER: 3:13-cv-00731-JFA

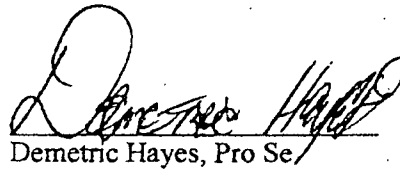
DEMETRIC HAYES

Defendant.

CERTIFICATE OF SERVICE

I hereby certify that on this 15 day of May, 2013, a copy of the foregoing Objection to
the Magistrates Report and Recommendation was mailed, postage prepaid, to the following:

Genevieve S. Johnson, Esquire, SC Bar No. 78480
Butler and Hosch, P.A.
Westpark Center II
107 Westpark Boulevard, Suite 130
Columbia, South Carolina 29210
Telephone: (983) 252-7370
Fax: (803) 771-7768



Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION

Plaintiff.

RECEIVED, CLERKS OFFICE
2013 APR 25 AM 11:47
US DISTRICT CT COLA, SC

v.

CASE NUMBER: 3:13-731-JFA-SVH

DEMETRIC HAYES

Defendant.

OPPOSITION TO REMANDING ACTION TO STATE COURT

Defendant, DEMETRIC HAYES, pro se, files this, his opposition to remanding this action to state court and in support thereof states the following:

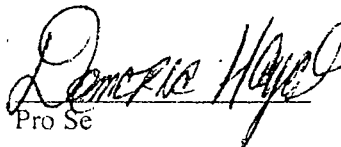
1. I am a resident of the County of Lexington, State of South Carolina.
2. The Plaintiff, upon information and belief, is subsidiary of JPMorgan Chase & Co., which is incorporated in the State of Delaware.
3. I took out the loan subject in this case pursuant to mortgage protection by the Department of Veteran's Affairs.
4. Under the authority of 38 U.S.C. 1832, the Plaintiff had a duty to notify the Department of Veteran's Affairs of its intention to initiate foreclosure proceedings and could not initiate such proceedings until at least 30 days after said notice.
5. Upon information and belief, I don't believe the Plaintiff notified the Department of Veteran's Affairs of its plans to initiate foreclosure proceedings as the Plaintiff would

have received notice from the Department of Veteran Affairs that the Plaintiff would be initiating foreclosure proceedings.

6. The issue is therefore where the Plaintiff followed federal law in addition to the laws of the State of South Carolina in initiating foreclosure proceedings.
7. Due to the federal nature involving whether the Plaintiff followed federal law, this federal court has original jurisdiction pursuant to 28 U.S.C. § 1441(a).
8. I also argue that this case is based on a mortgage, valued at \$130,000.00, not simply the damages claimed by the Plaintiff.

WHEREFORE, Defendant Demetric Hayes, respectfully requests this Honorable Court deny Plaintiff's Motion to Remand Action to State Court.

Respectfully Submitted,
DEMETRIC HAYES


Pro Se

Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M, TO CHASE MANHATTAN
MORTGAGE CORPORATION

Plaintiff,

v.

CASE NUMBER: 3:13-731-JFA-SVH

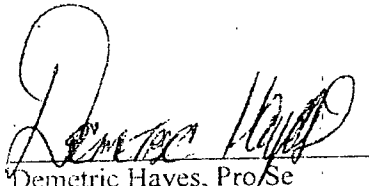
DEMETRIC HAYES

Defendant.

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of April, 2013, a copy of the foregoing Opposition to
Remanding Action to State Court was mailed, postage prepaid, to the following:

Genevieve S. Johnson, Esquire, SC Bar No. 78480
Butler and Hosch, P.A.
1201 Main Street, Suite 1110
Columbia, South Carolina 29201
Telephone: (803) 252-7370
Fax: (803) 771-7768


Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION SUCCESSOR BY
MERGER TO CHASE HOME FINANCE
LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION,

Plaintiff,

v

CASE NUMBER: 3:13-731-JFA-SVH

DEMETRIC HAYES

Defendant.

MEMORANDUM IN SUPPORT OF
OPPOSITION TO REMANDING ACTION TO STATE COURT

On May 27, 2004, I signed a mortgage through the Department of Veteran's Administration ("VA loan") for the purchase of my home. The lender was Chase Manhattan Mortgage Corporation, which was a corporation organized under the laws of New Jersey. As I had a VA loan, I know that if I had any trouble with the mortgage, the Veteran's Administration ("VA") was supposed to be contacted in order to solve the problem. However, the Plaintiff never contacted the VA and filed for foreclosure without following the VA required procedure and never served me with the paperwork.

The Plaintiff now claims they filed in State Court and that the Summons and Complaint were served on "Karla Marshall". However, Ms. Carla Marshall never received papers on my behalf. I don't know who the deputy sheriff gave any paperwork to, but it was not to Ms. Carla Marshall, nor did I ever receive papers seeking a foreclosure. I only received a notice of the final hearing for the year 2010. I did not know anything of the foreclosure until I received notice of a hearing on damages which first took place in 2010. I contested the damages and continue to

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2013 APR 25 AM 11:47
US DISTRICT CT COLA, SC

contest the foreclosure to this day. To date, the lawyer for the Plaintiff has not given me any paperwork showing that the Plaintiff was the lender on my VA loan

I have filed to have this case moved to federal court, because the Plaintiff has not complied with federal law requiring notice to the VA. If my lender had notified the VA, the VA would have contacted me to notify me if there was a foreclosure pending and would have assisted me.

This is a federal case because of diversity of the parties. I am located in South Carolina. My mortgage company is based in New Jersey, and the Plaintiff is incorporated in Delaware. I don't agree that my lender and the Plaintiff are the same, be even if they were, you would have diversity of parties.

This is a federal case because it involves a mortgage valued at \$118,470.00. This is clearly over the limit of \$75,000 established under federal law.

It is a federal law case because of the VA loan. Under the law, the lender is supposed to notify VA at least 30 days before trying to do a foreclosure. See Exhibit "A". There was no notice given to the VA, nor has the lender produced any document showing they contacted the VA before filing for a foreclosure.

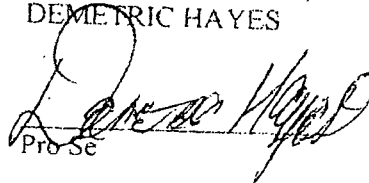
It is a federal case because it involves the laws of the federal government. Under 28 U.S.C § 1441(a) this case is being moved from state court to federal court. The federal courts have original jurisdiction of "all civil actions arising under the Constitution, law or treaties of the United State." 28 U.S.C. § 1331.

The Plaintiff argues that even if these conditions are met, under 28 U.S.C.A. §§ 1446(b)(1) and 1446(c)(1) that the notice of removal "shall be filed within 30 days of receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the

claim for relief upon which such action or proceeding is based, or within 30 days after the service of summons upon such defendant or defendants in such action." And "A case may not be removed under subsection (b)(3) on the basis of jurisdiction conferred by section 1332 more than 1 year after commencement of the action, unless the district court finds that the plaintiff has acted in bad faith in order to prevent a defendant from removing the action." I believe that the case should be removed even though it has been more than one year since I knew about the foreclosure because the Plaintiff has acted in bad faith to keep me from removing to federal court. The Plaintiff acted in bad faith by not notifying the VA of their intention to foreclose as their failure was a violation of federal law.

Therefore, I respectfully request that this Honorable Court dismiss the Plaintiff's Motion to Remand to State Court.

Respectfully Submitted,
DEMETRIC HAYES


Pro Se

Demetric Hayes, Pro Se
232 Edinfield Court
Gaston, SC 29053
803-796-6100
Defendant

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE ELEVENTH JUDICIAL
 COUNTY OF LEXINGTON) CIRCUIT

JPMORGAN CHASE BANK, NATIONAL,) Case No.: 2010-CP-32-00669
 ASSOCIATION SUCCESSOR BY)
 MERGER TO CHASE HOME FINANCE)
 LLC S/B/M TO CHASE MANHATTAN)
 MORTGAGE CORPORATION,)

)
 Plaintiffs)

) TRANSCRIPT

-vs-) OF

) TESTIMONY

DEMETRIC HAYES,)

)

Defendant.)

Before Albert J. Dooley, Jr., Special Referee, at the
 Marc Westbrook Judicial Center, Lexington County
 Courthouse, Courtroom 2-A, 205 E. Main Street,
 Lexington, South Carolina, on Thursday, March 13th, 2014,
 commencing at 10:02 a.m.

INDEX TO EXAMINATIONS.

(No examinations)

INDEX TO EXHIBITS:

(No exhibits marked)

- 3 -

APPEARANCES

For the Plaintiff: Haynsworth, Sinkler & Boyd, P.A.
 By: James Y. Becker, Esquire
 for Mary M. Caskey, Esquire
 1201 Main Street, 22nd Floor
 Post Office Box 11889
 Columbia, SC 29211

For the Defendant: Demetric Hayes, Pro Se

- 2 -

RECEIVED

JUL 03 2014

SC Court of Appeals

1 BAILIFF: Court is in session.
 2 Everybody is here, I assume. Just have a
 3 seat.
 4 SPECIAL REFEREE: Good morning. My
 5 name is Albert J. Dooley, Jr., and we are
 6 here pursuant to an Order of Reference
 7 appointing me as Special Referee by Ed
 8 Dickson, Judge Ed Dickson, dated January
 9 31st of this year. The Order of Reference
 10 has asked me to make a finding of fact
 11 regarding a Defendant's Motion to Vacate
 12 the Judgment for Failure to Properly
 13 Execute Service and for the purpose of
 14 making appropriate findings of fact and
 15 conclusions of law with authority to enter
 16 a final judgment on the above action.
 17 I would like to go over a few
 18 housekeeping rules today. Let's see, for
 19 the Plaintiff, Mr. Becker?
 20 MR. BECKER: Yes, sir.
 21 SPECIAL REFEREE: Okay. And are you
 22 Mr. Hayes?
 23 MR. HAYES: Yes, sir.
 24 SPECIAL REFEREE: Okay. All right.
 25 So we have the Defendant, Mr. Hayes, here

- 4 -

1 and the Plaintiff represented by Mr
 2 Becker.
 3 A few housekeeping rules. I would ask
 4 that no one interrupt either party while
 5 they are speaking. I will give ample time
 6 for everybody to speak.
 7 Today we are here on a very limited
 8 purpose; for a very limited purpose, being
 9 basically two matters.
 10 Are there any questions? All right.
 11 Hearing none, Mr. Hayes, I believe it is
 12 your Motion to Vacate that we are here on
 13 and I'd hear from you at this time.
 14 MR. HAYES: Yes, sir. The reason why
 15 I'm asking for a Motion to Dismiss on the
 16 grounds that I was never served a Summons
 17 and Complaint, number one. There was -
 18 well, there is an Affidavit submitted by
 19 an officer of Lexington County that said
 20 he served someone at my residence. It
 21 wasn't me, it wasn't the person that he
 22 claimed to have served, and proof of that
 23 is by - I have an Affidavit by the person
 24 that it was claimed to be served, I
 25 submitted an Affidavit myself, and, also,

- 5 -

1 there's an Affidavit of Non-Service that
 2 the processor attempted six times, six
 3 times on different days to serve
 4 documentation and -- that, that's just one
 5 of the reasons.
 6 Another reason why this judgment
 7 should be vacated is because, number one,
 8 before a lawsuit can even go forward when
 9 dealing with a - this is Veteran, VA-
 10 backed loan and before you can initiate
 11 any foreclosure procedures, before a
 12 lawsuit can even be filed, you have to
 13 give notice to the Department of Veteran
 14 Affairs letting them know. I have it
 15 here. Letting them know - it's under 38,
 16 Title 38 CFR 3643, dash, 17, which is notice
 17 to the Veteran Affairs that you intend to
 18 foreclose and that was not initiated.
 19 That was not done because it has to be
 20 done by a certified letter to the
 21 Secretary of Veteran Affairs. This was
 22 not done at all.
 23 From the beginning this, this claim
 24 should have never been allowed to go
 25 forward. It's a fraudulent claim because

- 6 -

1 you can't, you just can't do what you want
 2 to do because that's a law, that's a
 3 federal law. They are in violation of
 4 federal law by not letting the VA,
 5 Veteran's Administration know of their
 6 intent. But somehow some error has
 7 occurred that they was allowed to do this.
 8 Number two, I haven't received any
 9 documentations through this whole process
 10 that JPMorgan Chase is the real party of
 11 interest. There's no documentation in the
 12 court file. I never received
 13 documentation. You just can't say that
 14 you are the holder of a note and mortgage
 15 in due course without providing any proof
 16 and I have yet to see any, okay?
 17 JPMorgan Chase was not a party to the
 18 lawsuit when the lawsuit was initiated.
 19 The lawsuit was initiated back in 2010.
 20 JPMorgan Chase was not even a party
 21 nowhere - whatsoever. Their successor,
 22 which is Chase Home Finance, LLC, was not
 23 a party either. They claimed that they -
 24 they claimed that they apparently merged,
 25 whatever the case may be. And the last

- 7 -

1 time I was here in court back in January
 2 the Plaintiff's attorney, Mrs. Mary
 3 Caskey, she stated that there wasn't a
 4 merger. I mean, excuse me, there wasn't a
 5 merger because - the only thing that
 6 happened was Chase Manhattan Mortgage
 7 changed their name to Chase Home Finance,
 8 which is not true. She said -- she stated
 9 that there wasn't any - no reason to
 10 merge. They didn't file any assignments
 11 or anything like that because they was
 12 already one company, the same company as
 13 it was before, they just changed the name.
 14 That's not true. Chase Home Finance is a
 15 different company than Chase Home, LLC,
 16 but she stood in court in the other
 17 courtroom and stated that, okay?
 18 Now, I haven't seen any, any evidence
 19 at all that what she stated is true; that
 20 they were the same company, but yet their
 21 paperwork disclosed that there was a
 22 merger. Well, if you were the same
 23 company you wouldn't have to merge because
 24 you're just changing your name. There's
 25 no need to merge if that was the case.

- 8 -

1 But, of course, that was not the case,
 2 okay?
 3 They did a lot of just - let's see
 4 here. Okay. In the transcripts I have
 5 here where Judge Spence stated that
 6 there's certain things, certain
 7 documentations, that he has to have before
 8 he can move forward with a lawsuit and
 9 this didn't take place.
 10 Number one, they should have had
 11 something from the VA, from the Secretary
 12 of the VA, stating to some affect that
 13 they gave notice to the Department of
 14 Veteran Affairs. That never happened. So
 15 they didn't have that. You can't move
 16 forward without that; that's federal law.
 17 Like I said, Title 38 CFR 3643 - I'm sorry,
 18 36, dash, 4317, okay? But he said - he
 19 stated that he had everything that he's
 20 supposed to have before moving forward
 21 with a lawsuit. He said you lay
 22 everything out on the table and make sure
 23 everything is presented that needs to be
 24 there, okay? He said the assignments was
 25 there; he said that he had a copy of the.

- 9 -

1 of the mortgage, which I disputed that
2 because the copy that was presented to me
3 it didn't bear my signature. I received
4 documentation by request - I have letters
5 where I requested from Chase but the note
6 - they sent me paperwork, a note, with
7 someone else's name on it. My address,
8 everything was the same, my address but
9 someone else's name. This was back in.
10 I'm gonna say it was 2008. Right then I'm
11 confused, what's going on here, okay?
12 But, like I said, getting back to what
13 Judge Spence said. The assignments, the
14 note, all - everything that was supposed
15 to be there he's claimed that was there,
16 okay? Including the assignments. Well,
17 there's documentation right here where he
18 said it in the transcripts and right here
19 - this is - let's see here. This is a
20 filing -- this is a filing here that was
21 filed in federal court because this case
22 is also a federal case that's been filed
23 pertaining to this, this very, this very
24 case here because I initiated a lawsuit
25 because of fraud, failure to notice the
- 10 -

1 VA. But here in the Affidavit - I'm
2 sorry, not the Affidavit, but in the
3 presentment the Plaintiff's attorney
4 stated that they didn't have to file an
5 Affidavit but Judge Spence said that -
6 I'm sorry, they didn't have to file
7 assignments. But Judge Spence claimed
8 that the assignments were there.
9 And they also - at the last hearing
10 they also stated that they didn't have to
11 file assignments but Judge Spence said the
12 assignments were there. So which one is
13 it? Were the assignments there, like
14 Judge Spence claimed, or the Plaintiff
15 never filed assignments? There's no,
16 there's no record that any assignments
17 were ever filed. None. There's no
18 evidence of that.
19 I have a Power of Attorney here back
20 in, back from May the 21st, 2012 revoking
21 any, any Power of Attorney that JPMorgan
22 Chase may claim they have. So I, I
23 really, you know, don't understand how all
24 of this was able to take place and happen
25 because, you know, there's no, there's no
- 11 -

1 paper - they don't have anything filed.
2 I also have here an Affidavit of
3 Discovery which states - I mean, I don't
4 know if you want to take a look at this
5 yourself, it's pretty lengthy here. If
6 you want to review this, sir?
7 SPECIAL REFEREE: I'd like to get a
8 copy. You can mail it to me later will be
9 fine or I can get a copy made today.
10 MR. HAYES: Okay.
11 SPECIAL REFEREE: Can we do that?
12 COURT CLERK: Yes, sir.
13 MR. HAYES: It will clearly show that
14 the Plaintiff's claims are fraudulent
15 claims.
16 SPECIAL REFEREE: Anything else?
17 MR. HAYES: That's it for right now
18 but I'm sure I'll have something else,
19 sir.
20 SPECIAL REFEREE: All right. This is
21 a court of equity, Mr. Hayes, and
22 therefore there's latitude given and so
23 since this is non-jury I had a question,
24 if you don't mind answering, I'll just
25 like to ask you a couple of questions, if
- 12 -

1 you don't mind, okay? Since I'm the last
2 girl to the dance I want to ask just a
3 couple questions.
4 MR. HAYES: Okay.
5 SPECIAL REFEREE: When did you buy
6 this house? What year?
7 MR. HAYES: 2004.
8 SPECIAL REFEREE: Okay. Do you live
9 in the house?
10 MR. HAYES: Yes.
11 SPECIAL REFEREE: And so between 2004
12 and sometime in two thousand, I'm going to
13 guess, nine, eight or nine, did you make
14 all the payments?
15 MR. HAYES: Yes.
16 SPECIAL REFEREE: Who did you make
17 those payments to?
18 MR. HAYES: Chase Manhattan Mortgage.
19 That I was aware of. If payments went
20 anywhere else I wasn't made aware of it
21 because that's who I dealt with and nobody
22 ever said anything different to me.
23 Excuse me, Your Honor, may I?
24 SPECIAL REFEREE: Well, let me ask my
25 questions before I get offline here: Did
- 13 -

1 you go to a closing physically?
2 MR. HAYES: Yes.
3 SPECIAL REFEREE: Okay. Was it in an
4 attorney's office?
5 MR. HAYES: Yes.
6 SPECIAL REFEREE: Who is - when did
7 you first hear about Chase Home Finance,
8 L.L.C. Chase Home Loans? When did you first
9 hear of any of these?
10 MR. HAYES: Chase Home Finance? Chase
11 Home Loans?
12 SPECIAL REFEREE: Yes, you mentioned
13 those two companies and they are listed in
14 the pleadings. When did you first hear of
15 these? Did you make any payments to them?
16 Did you receive any notice in the mail
17 about the loan being transferred?
18 MR. HAYES: No, I never knew the loan
19 was transferred because - I never knew
20 anything about that. That's why this,
21 this supposed Summons and Complaint, I
22 didn't know anything about a Summons and
23 Complaint until I received a Notice of
24 Final Hearing in 2010.
25 SPECIAL REFEREE: Were you in default
- 14 -

1 at the time when you received the Notice
2 of Hearing? Had you made your payments?
3 MR. HAYES: Yes.
4 SPECIAL REFEREE: You were not in
5 default? You had made all the payments?
6 MR. HAYES: Yes.
7 SPECIAL REFEREE: Have you made them
8 since then?
9 MR. HAYES: No.
10 SPECIAL REFEREE: Okay. And are you
11 still in the home?
12 MR. HAYES: Yes.
13 SPECIAL REFEREE: All right. So when
14 you received notice your statement is
15 that, that you were completely current on
16 your mortgage payments at that time?
17 MR. HAYES: When I received the Notice
18 of Final Hearing?
19 SPECIAL REFEREE: No, when you
20 received the first Notice of Default.
21 When you received a letter saying you're
22 behind on your payments or we're going to
23 foreclose. Did you receive any
24 correspondence like that?
25 MR. HAYES: Yes. Yes, I did.
- 15 -

1 SPECIAL REFEREE: Okay. When was
2 that? Do you remember? 2009
3 approximately, maybe? 2010? I'm not
4 trying to put words in your mouth, I'm
5 just trying to understand.
6 MR. HAYES: I would say sometime
7 around 2009; somewhere in that range.
8 SPECIAL REFEREE: That makes sense.
9 So, so for the last - and so in 2009
10 that's the last time you had made a
11 payment?
12 MR. HAYES: Yes.
13 SPECIAL REFEREE: All right. And now
14 all the payments - your, your statement
15 is that all of the payments that you have
16 made were made to Chase Manhattan
17 Mortgage?
18 MR. HAYES: Yes.
19 SPECIAL REFEREE: Okay. What else?
20 Do you have anything else before I hear
21 from the Plaintiff? And I'll give you an
22 opportunity to rebut.
23 MR. HAYES: Okay.
24 SPECIAL REFEREE: All right. Anything
25 else?

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1 MR. HAYES: I'll wait -
2 SPECIAL REFEREE: I'm sorry?
3 MR. HAYES: I'll wait to make a -
4 SPECIAL REFEREE: Okay. Mr. Becker,
5 do you have a response?
6 MR. BECKER: Yes, sir, Your Honor.
7 Your Honor, we've, of course, submitted a
8 fairly lengthy Memorandum with a lot of
9 exhibits in opposition to Mr. Hayes'
10 Motion to Vacate the Judgment under Rule
11 60(b)(3). I'll just point out that the
12 standard for setting aside a judgment is
13 intrinsic, extrinsic fraud which prevents
14 Mr. Hayes from participating in his
15 defense. There's been no such showing.
16 In fact, the evidence demonstrates the
17 exact opposite. He's had an opportunity
18 to come in and participate and has been
19 present at every hearing. His arguments
20 are well set forth on numerous transcripts
21 of hearings in front of Judge Spence.
22 He's here again today seeking to upset a
23 final judicial order of Judge Spence in
24 which he has found that Mr. Hayes was in
25 default that Chase - that the Plaintiff

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1 in this case, JPMorgan Chase Bank, NA, had
2 the full right and authority to move
3 forward and foreclose on this loan and he
4 has in fact ordered that foreclosure.
5 There's no demonstration that
6 extrinsic fraud has prevented Mr. Hayes
7 from participating in the proceedings that
8 led to that final judicial order. It
9 deserves finality and it deserves to be
10 upheld. It should not be set aside, it
11 should be enforced.
12 We did receive some Affidavits in this
13 morning's mail and I assume those will be
14 made available to the Court. Because I
15 was driving in from Charleston this
16 morning I haven't had a chance to read
17 them in detail, but they appear to make
18 just repeat the same arguments that have
19 been made in all of these various hearings
20 that are on the record. And the
21 transcripts of which are attached to our
22 Memorandum in Opposition to his Motion to
23 Vacate. So I don't believe there is
24 anything new there either and none of it
25 demonstrates extrinsic fraud that would

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1 have prevented him from participating in
2 earlier proceedings.
3 If I could just - he has also served
4 apparently -- and I don't have a copy of
5 this because it went to our Columbia
6 office. I live in Columbia. I just
7 happened to be in Charleston last night
8 and had to spend the night there, but I
9 haven't had a chance to get by there this
10 morning so I haven't seen these discovery
11 requests, but he's also issued discovery
12 requests on the Plaintiff.
13 We would ask that Your Honor - we
14 would request that the court order that
15 Chase not be required to respond to those
16 discovery requests; that they be quashed.
17 And so any order that the Court might
18 enter as a result of this hearing we would
19 ask for that relief.
20 Finally, let me deal just briefly with
21 the issue of the Plaintiff's standing to
22 bring this action. I'll point out again
23 that that is already an established
24 judicial fact. Judge Spence's earlier
25 order granting Chase authority to

- 19 -

1 foreclose just intrinsically finds that
2 this Plaintiff has standing to bring this
3 claim. Chase Manhattan Mortgage
4 Corporation was previously a subsidiary of
5 JPMorgan Chase Bank National Association.
6 It was merged into another subsidiary of
7 JPMorgan Chase Bank National Association,
8 which was Chase Home Finance, LLC, and
9 then pursuant to an order of the Federal
10 Reserve subsidiaries such as Chase Home
11 Finance, LLC were all merged into the
12 actual National Bank. That's something
13 that happened to all major national banks
14 as a result of the legislative and
15 regulatory changes that occurred after the
16 Great Recession. So there's nothing
17 unusual about any of that. It's all a
18 documented fact. There are orders that
19 appear on the Federal Reserve's website
20 that order these kinds of mergers.
21 There's no need for any assignment
22 when - in the context of these mergers of
23 the note and mortgage. And, in fact, just
24 to resolve any, any concern about standing
25 to sue and to bring this foreclosure

- 20 -

1 action. I have with me the actual original
2 Note and Mortgage, which I'm prepared to
3 make available to the Court and to Mr
4 Hayes for inspection. The notes are
5 commercial paper and possession of the
6 Note and Mortgage demonstrates standing to
7 sue so I have those here with me and can
8 make them available for inspection.
9 SPECIAL REFEREE: If you don't mind,
10 let him make a copy for Mr. Hayes and for
11 myself, please.
12 MR. BECKER: Yes, sir.
13 SPECIAL REFEREE: Mr. Becker, if I
14 could ask - are you -
15 MR. BECKER: That's all I have, Your
16 Honor.
17 SPECIAL REFEREE: If I could ask just
18 one question. Can you speak briefly to
19 the statement made by Mr. Hayes regarding
20 the requirement for notice to the VA?
21 MR. BECKER: I don't - I can't speak
22 specifically to that, Your Honor. I would
23 like to -- if he would repeat again what
24 section of the Code he's relying on.
25 Maybe if we take a break I could go out

- 21 -

1 and have someone research that issue and
2 report back to you.
3 SPECIAL REFEREE: Mr. Hayes, I'm going
4 to quote you, if this is okay. If I'm
5 wrong, please tell me. I believe you said
6 it was 38CFR3643-17.
7 MR. HAYES: Yes. 36. dot. 4317. And
8 that's the notice of with intent - notice
9 of intent to foreclose.
10 SPECIAL REFEREE: Okay. 38CFR364317?
11 MR. HAYES: Yes.
12 SPECIAL REFEREE: All right.
13 MR. BECKER: I can have someone take a
14 look at that.
15 MR. HAYES: I have documentation right
16 here where it states "Notice of Intent to
17 Foreclose". 3643. dash. 17, which is part
18 of the regulations. VA regulations,
19 Federal regulations to that.
20 And, also, Your Honor, this is a copy
21 of what was filed in here this morning to
22 the Plaintiffs. This right here.
23 SPECIAL REFEREE: You mean the
24 Affidavits?
25 MR. HAYES: No, no, no. That's about
- 22 -

1 the VA.
2 SPECIAL REFEREE: Okay. Well, just
3 hang on a minute and let me get a copy of
4 this and a copy of the original Note and
5 Mortgage and then we'll make - and I'll
6 get a copy of that.
7 MR. HAYES: Okay.
8 SPECIAL REFEREE: Anything else you've
9 got?
10 MR. BECKER: No, sir. Only to add
11 that -- and I'll find out what this
12 requirement is. I'm, I'm not - I wasn't
13 prepared today to demonstrate whether or
14 not it was complied with or not. Even
15 assuming, for the sake of argument, that
16 it does in fact require what Mr. Hayes
17 says it may well have been complied with,
18 but we're just not prepared to demonstrate
19 that. But I would argue that we don't -
20 we shouldn't be required to demonstrate
21 that today because Judge Spence's Order of
22 Foreclosure presumes and in fact finds as
23 a matter of established fact, judicially
24 established fact, that all requirements
25 under law to foreclose on the property
- 23 -

1 have been met
2 SPECIAL REFEREE: Okay.
3 MR. BECKER: So I would argue that
4 it's an issue that's irrelevant at this
5 point. And, in fact, it's a matter of -
6 it's simply a matter of res judicata at
7 this point: adjudicated fact. So there
8 would be no, no reason to inquire. But
9 since you have asked, Your Honor, I will
10 at least go - if you decide otherwise, of
11 course, I can check on exactly what is
12 that requirement, get a copy of that CFR
13 regulation, and then if you do decide that
14 you would like to see proof of whether or
15 not it was complied with I can go that far
16 as well. But, again, I'd argue that that
17 shouldn't be necessary.
18 SPECIAL REFEREE: All right, Mr.
19 Hayes?
20 MR. HAYES: Yes, sir.
21 SPECIAL REFEREE: Is there anything
22 else that you've got on this -
23 MR. HAYES: Yes, sir. Yes, I do.
24 Number one, sir, no - the Plaintiff's
25 attorney may not be aware, I know the VA
- 24 -

1 regulations about notifying the Veteran
2 Affairs, but ignorance of the law is no
3 excuse. They said, they claim they
4 represent their client you're supposed to
5 know the laws and regulations before you
6 take on a client or represent them, okay?
7 They are aware of the fact because
8 this document, this documentation I just
9 passed forward, they also have that
10 documentation. It was also filed in
11 federal court. And there's no, there is
12 no, no need to look for or see if they can
13 find out if that was done, if Veteran
14 Affairs was made aware of their
15 intentions, because there is none.
16 You have to - before you even begin,
17 for a lawsuit to move forward that's well
18 established. That's federal law. The law
19 is the law, bottom line. And if that was
20 done none of this wouldn't be here today
21 because you have to let the VA know.
22 Okay, number one, the reason why they,
23 they didn't let the VA know is number one,
24 Chase Home, Chase Manhattan Mortgage was
25 the originator of the VA-backed loan.
- 25 -

1 okay? If you don't have documentation to
2 prove your standing with the VA they are
3 not going to allow you to do what you
4 intend to do or have intentions of doing.
5 You have to have certain documentations.
6 The regulations or the VA requirements is
7 huge and if you don't follow the
8 guidelines -- like I said, the law is the
9 law and that's clear what I passed up
10 there. And, you know, it clearly states
11 what the requirements are and they knew
12 about it. They knew about it before
13 coming here today. The Plaintiff's
14 attorney knew about this because I have
15 sent this several times to their office
16 through mail. I also filed it in my case
17 in federal court. And, you know, this,
18 this shouldn't even move forward because
19 Judge Spence - if he wasn't - maybe he
20 didn't have knowledge because he don't
21 know. I mean, I'm sure, you know, he's a
22 judge but he can't know everything.
23 Nobody knows everything. You have to do
24 your research. So his decision, the
25 judgment was done in error because I
- 26 -

1 haven't seen yet - I asked Judge Spence
2 when I went to court every time, and I've
3 been to all of the proceedings, or motions
4 or whatever that was filed, that I knew of
5 was the first one being the Notice of
6 Final Hearing. That's when I found out
7 about all this. I didn't know anything
8 about a Summons and Complaint. The person
9 that was supposedly served is here, which
10 is Ms. Marshall here. She can testify
11 under oath. She has an Affidavit
12 submitted that she wasn't even at the, at
13 the residence. She wasn't even in town so
14 how can this - I don't know how it is
15 done but an officer of Lexington County
16 said that he served Ms. Marshall. Number
17 one, he got the name wrong. Because I'm
18 pretty sure if you - I don't know how it
19 goes but if someone, a personal processor
20 or whoever served paperwork and they go
21 and write down - they have, I guess, a
22 sheet or documentation where they have to
23 take the personal information I'm pretty
24 sure they have the name and he said it's
25 spelled with a K; her name is spelled with
- 27 -

1 a C. The description of her was not of
2 Ms. Marshall. You know, I've submitted an
3 Affidavit that no one was served at that
4 residence.
5 Like I said, we have a personal
6 processor, personal processor that - and
7 here's the documentation here that he
8 tried six attempts to serve and was
9 unsuccessful. And I don't know if you saw
10 that but if you haven't seen it - can you
11 pass this up?
12 SPECIAL REFEREE: I've got the file.
13 MR. HAYES: Okay. Well, the evidence
14 is here. This right here.
15 If you would, sir, if you would take a
16 look at this discovery it has, it has -
17 it's broken down into great detail to
18 prove that the claims of the Plaintiff are
19 false. I mean, it's a five-page
20 documentation here that needs to be looked
21 at because this is proof of all of their
22 claims will prove them not to be, not to
23 be correct. It's in affidavit form and it
24 has not been rebutted. And I'm not, I'm
25 not an attorney or anything, I'm just

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1 defending myself where I know what is
2 right and the truth and I've done some
3 research and an affidavit - the only way
4 you can disclaim, or discredit an
5 affidavit, or rebut an affidavit is with
6 another affidavit.
7 They have been aware of this Affidavit
8 since January. This is the not the first
9 time, first day they've seen this. I sent
10 it to them by mail. Also, I submitted it
11 in federal court, this Affidavit here, and
12 it has yet to be rebutted. I noticed that
13 any correspondence that I received and any
14 correspondence that's been filed in state
15 court and federal court has not addressed
16 this Affidavit. It's cut and dry. This
17 Affidavit is cut and dry of the facts.
18 That's the purpose of an affidavit. They
19 have yet to rebut this Affidavit or
20 anything. The other affidavits that I've
21 submitted, I mean, they can have an
22 opportunity to rebut them if they choose,
23 or whatever the case may be, but it just
24 states the facts. And they cannot back up
25 their claim. They cannot back that up.

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1 The reason my - you know, back in
2 2010 when I went to the Notice of Final
3 Hearing, the first Notice of Final
4 Hearing, we've had, like, three or four of
5 them. The first Notice of Final Hearing
6 when I came into the courtroom, which is
7 this very room here, I was never allowed
8 to go past this door right here. I was
9 back here. And I asked - I let Judge
10 Spence know I was going to represent
11 myself. He told me that I have to have a
12 license, a South Carolina attorney to
13 represent myself. And at the time, you
14 know, I've never been to court. You know,
15 I didn't know anything about these
16 courtroom procedures or whatever so I'm
17 thinking that, okay, he's the judge I
18 guess he's right, or whatever the case may
19 be. But I've done my research, I'm not a
20 licensed attorney, I don't practice law,
21 but I found out that I can represent
22 myself and I see it all the time but I
23 started second guessing myself. But he
24 told me I had to be represented by a
25 licensed South Carolina attorney; I could

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1 not represent myself. That deprived me of
2 my constitutional and civil rights because
3 if I was allowed to represent myself I
4 could have defended myself against these
5 claims initially. I was not allowed to do
6 that. I was not allowed to do that. I
7 was told to leave the courtroom. I left
8 the courtroom and then I guess other -
9 some proceedings went on because I've seen
10 in some transcripts that I have that was
11 sent by the Plaintiff's attorney that more
12 correspondence is going on but I'm - I
13 don't know anything. I didn't know
14 anything about an order, or anything. I
15 never received anything in the mail. I
16 never received anything in the mail that,
17 that, you know, if there was an order. I
18 thought that the case was dismissed.
19 Also, I received documentation that - I
20 filed bankruptcy back in 2010 or '11,
21 sometime back in that time frame, but they
22 said the case was dismissed. Like I said
23 here, that's my first knowledge of any,
24 any type of hearing.
25 They need to respond to the

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1 interrogatories because if you can't, you
2 know, answer the interrogatories obviously
3 you don't have the information that you
4 should have being the real party of
5 interest and I think that needs to be
6 addressed, you know. That's all I have
7 for right now. Your Honor.
8 SPECIAL REFEREE: Anything further on
9 the Motion to Vacate?
10 MR. BECKER: No, sir.
11 SPECIAL REFEREE: Okay. I am going to
12 take under advisement what you've given
13 me, the papers you've handed up, and I'm
14 going to issue an Order on this probably
15 within a week or so but I do want to read
16 your Affidavits. I want to read what
17 you've handed up here today. Take a look
18 at what - I've already read the
19 Memorandum. I hadn't read every word but
20 I've read a lot of it. I want to take a
21 little time on this and I want to do a
22 little personal research on your claim of
23 36-4317. I do want to take a look at
24 that.
25 Having said that the only other issue

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1 that I have before me today was I had - I
2 think we were to issue - obviously if we
3 grant the Motion to Vacate the Judgment
4 then we are going to have to go back
5 through prove damages, prove standing,
6 prove everything. However, if the Motion
7 is denied, Mr. Hayes, - in an effort to
8 try to save a little bit of time, do you
9 have Affidavits to prove the debt as of
10 today, Mr. Becker?
11 MR. BECKER: I do, Your Honor. I'm
12 prepared to hand those up.
13 SPECIAL REFEREE: If you want to hand
14 those up we will take a look at those and
15 then, of course, that Order will be
16 dependent on the Motion, Mr. Hayes' Motion
17 to Vacate.
18 MR. BECKER: Your Honor, I have an
19 original and three copies. I have not
20 been by the Clerk's Office to have it
21 filed of record yet. I can show you the
22 - would you like just to have a copy
23 today and then I'll get the original filed
24 of record with the Clerk?
25 SPECIAL REFEREE: Sure, sure.

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1 MR. BECKER: Here's a copy for the
2 Court, Your Honor, and then a copy for Mr.
3 Hayes.
4 SPECIAL REFEREE: Okay. That will be
5 fine.
6 MR. BECKER: And I'll have the
7 original file stamped.
8 SPECIAL REFEREE: And, Mr. Hayes, this
9 will give you an opportunity to read over
10 this. Obviously, you've just been handed
11 this document and I'll give you an
12 opportunity to read over that. But I will
13 make my ruling on the matters that you've
14 brought up. I do want to do a little
15 research on this on my own and we'll go
16 from there.
17 Is there anything else, Mr. Becker?
18 MR. BECKER: Your Honor, I also have
19 an Affidavit of Attorneys Fees from Ms.
20 Caskey.
21 SPECIAL REFEREE: Okay.
22 MR. BECKER: And, again, I can hand up
23 a copy for you. I'll have the original
24 filed in just a few moments; as soon as we
25 are through here.

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1 SPECIAL REFEREE: All right.
2 MR. HAYES: Excuse me, sir.
3 SPECIAL REFEREE: Yes, sir.
4 MR. HAYES: I would like to pass this
5 to the Plaintiff. It's a Memorandum in
6 support of Defendant's Motion to Vacate
7 the Default Judgment and to grant
8 Defendant's Motion to Dismiss. This was
9 filed this morning.
10 SPECIAL REFEREE: Sure. If it's been
11 filed, sure.
12 MR. HAYES: And, also, Your Honor, I
13 have --
14 SPECIAL REFEREE: Can I get a copy of
15 that? I'm sorry, Mr. Hayes. Mr. Becker,
16 will you let him make a copy so I can have
17 it and not have to wait to get it from the
18 Clerk of Court, please.
19 MR. HAYES: I have a question, Your
20 Honor. If -- okay, in order to have
21 standing and, I mean, let me know if I'm
22 wrong, in order to have standing is it
23 true or not that you have to prove
24 standing from the beginning to the end of
25 the process?

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1 SPECIAL REFEREE: Mr. Hayes, I'm not
2 your attorney; I can't answer that
3 question. That's for you to present your
4 evidence on.
5 MR. HAYES: Well, that's what I
6 researched and read that you have to
7 establish standing from the beginning
8 throughout, to the end of a lawsuit in
9 order to be able to real party of
10 interest. You just can't come in halfway
11 through or at the end and say, well, I'm
12 the rightful whoever of this matter, you
13 know. And I researched that quite often
14 and found that out.
15 And, also, they substituted plaintiffs
16 back in 2012. Now, they wasn't a party
17 when the lawsuit was filed back in 2010.
18 That's what I'm saying. How can you just
19 come in at halfway through or at the end
20 and say, oh, I'm the real party of
21 interest when, you know, you weren't a
22 party at the beginning. I mean, what
23 damages do you have because in order to
24 initiate the lawsuit, or file a lawsuit,
25 if you had damage. I would like to know

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1 how has JPMorgan Chase been damaged in
2 what way, shape, form or fashion.
3 And the statement that the Plaintiff's
4 attorney stated that they don't have to
5 file assignments, what's the purpose of
6 assignments being put in place when you
7 don't have to file them. I mean, that's
8 like saying that you don't have to play by
9 the rules if you don't want to. If you
10 don't want to submit something, you don't
11 have to submit it. There's no, there's no
12 evidence whatsoever that any assignments
13 was ever filed, none. There's no chain of
14 title, period.
15 SPECIAL REFEREE: Mr. Hayes, the only
16 thing I'm going to respond is I'm not
17 allowed to answer questions, I'm sorry.
18 MR. HAYES: Well, I just want to state
19 that for the record.
20 SPECIAL REFEREE: And I appreciate
21 your position on that. I will tell you,
22 I've been doing this for 35 years in this
23 building and the building before and
24 you've raised some issues that I've never
25 heard raised and I've never given much

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1 thought to be honest about it so I'm going
2 to give this some thought, I'm going to
3 give it some long thought. I'm not going
4 to make a decision hastily or without
5 feeling good about what I decide.
6 MR. HAYES: And I appreciate that.
7 SPECIAL REFEREE: I want you to
8 understand that. Civil procedure,
9 standing, people spend careers
10 understanding that and so I don't think
11 there is a simple answer to a lot of the
12 questions you've posed today. It's a very
13 complicated process not only in South
14 Carolina but when you get the Federal
15 Government involved with the Veteran's
16 Administration sometimes you can have
17 overlapping laws and conflicting laws and
18 so you have to try to read through those.
19 I will tell you, this has been -- you
20 made a statement earlier -- and you can
21 have a seat. You made a statement earlier
22 that you've been to every procedure that
23 you've had and I've read through the file
24 and there's been a lot of them not only
25 here but in federal court and so I'm going

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1 to take it under advisement everything
2 that you've given me, I've going to take
3 under advisement your Affidavits and I'll
4 make a ruling on it and we'll go from
5 there, okay?
6 MR. HAYES: Yes, sir. One other
7 thing. I've been to all of these, all of
8 the proceedings or hearings except for
9 when they filed a Motion for Substitute
10 Plaintiff. I never knew anything about
11 that until I actually came to court later
12 on. So there was never any hearing to say
13 yeah or nay or whatsoever about the Motion
14 for Substitution. I was never given the
15 opportunity to even rebut that or
16 anything. It was granted without me being
17 there. If they had a hearing I wasn't
18 made aware of it.
19 SPECIAL REFEREE: And I hope you
20 understand today that I've tried to give
21 you a lot of latitude. You've done a
22 little bit of arguing and little bit of --
23 and done it well, Mr. Hayes, I want to
24 tell you that, but you've also testified
25 what I consider is offered testimony. And

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1 a lot of this is already on the record of
2 what you've said so I've given you a lot
3 of latitude today because I do believe
4 people ought to have their day in court.
5 MR. HAYES: Yes, sir.
6 SPECIAL REFEREE: I believe strongly
7 in that. So with that, if there's nothing
8 else, I'm going to adjourn. You do have
9 to get the copy the Bailiff is making for
10 you. Yeah, here you go. And I will
11 notify you of my decision once it's made,
12 okay? Thank you.
13 MR. HAYES: Sir? Just one more thing.
14 This is not the original Mortgage, is it?
15 MR. BECKER: I have it. I have the
16 original Mortgage.
17 SPECIAL REFEREE: He's got to keep the
18 original Note and Mortgage.
19 MR. HAYES: Can I see that?
20 MR. BECKER: I'm happy to show it to
21 him, Your Honor, and let him look at these
22 two documents. This is the Note and this
23 is the Mortgage.
24 MR. HAYES: That's what I have here?
25 MR. BECKER: You have a copy of it
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I further certify that I am not of counsel or kin to
any of the parties to this cause of action, nor am I
interested in any manner in its outcome.
IN WITNESS WHEREOF, I have hereunto set my hand and
seal this the 21st day of March, 2014.

Notary Public for South Carolina
My Commission Expires: 08/17/2015
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1 that the Bailiff just made. So if the
2 record could reflect, Your Honor, that -
3 BAILIFF: Ma'am, put that away. Put
4 it away, or lose it.
5 UNKNOWN SPEAKER: I was just cutting
6 the volume down. Making sure the volume
7 was down.
8 MR. BECKER: If the record could
9 reflect that I'm showing Mr. Hayes the
10 original Note and Mortgage.
11 MR. HAYES: Okay. Nothing else, Your
12 Honor.
13 SPECIAL REFEREE: Okay. Thank you.
14 (Proceedings concluded at 10:48 a.m.)

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STATE OF SOUTH CAROLINA)
: C-E-R-T-I-F-I-C-A-T-E
COUNTY OF LEXINGTON)
I, Elaine McLeod, Court Reporter and Notary Public,
certify that I did appear at 10:02 a.m. on Thursday, March
13, 2014, at the Marc Westbrook Judicial Center, Lexington
County Courthouse, 205 E. Main Street, Lexington, South
Carolina; that the pages constitute a true and accurate
transcript of the testimony given at that time and place.

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**BONDED REGISTERED BILL OF EXCHANGE ORDER
CERTIFIED & PRIVATE ACCRUAL
PER HJR-192, JUNE 5th, 1933, PUBLIC LAW 73-10**

20156

Demetric Hayes Secured Party - Drawer
C/o 232 Edinfield Court
West Columbia, South Carolina [29053]

United States Inc. - Drawee
Treasury Department per UCC Contract Trust Account Only
1500 Pennsylvania Ave. N.W.
Washington, D.C. 20220

Date: 10-13-2011

For Loan No: 1823036730

Pay One Hundred Forty Thousand and Five Hundred Dollars and 00/00*** \$140,500.00**

To the Order of CHASE HOME FINANCE

(Payee/Claimant).

This instrument is hereby presented in good faith to utilize the financial obligation exemption afforded by the United States with House Joint Resolution -192, Public Law 73-10 towards the discharge of the above listed claimant's claim. The Drawer has accepted the claimant's claim in which a copy is attached herewith along with UCC3 financing statement amendment reflecting public record of the assignment of the Drawer's Private Exemption to the **CHASE HOME FINANCE, LLC**. The obligation of the Drawee (acceptor), United States Treasury Department (authorized agency of the United States), to uphold it's obligation to the Drawer with the presentment of this instrument is in compliance with House Joint Resolution -192, Public Law 73-10 (see *Guaranty Trust Co. of NY v. Hemwood et al.* 307 U.S. 247 (1933)), represented by the attached claim Accepted For Value. The Treasury Department of the United States has been noticed of the Drawer's autographed acceptance reflecting Drawer's allowance of the use of Drawer's private exemption credit and/or UCC Contract Trust Account towards the discharge of payee's claim. Payee is to present this Bill of Exchange to the Secretary of the Treasury within 3 days (72 hours) of receipt for settlement of payee's claim. Unless this Bill of Exchange is dishonored in writing within 15 days of receipt by the Secretary of the Treasury and/or United States, claimant is to immediately cease and desist all collection activities and utilize the drawer's private exemption afforded by the United States and/or UCC Contract Trust Account, to discharge payee's claim.

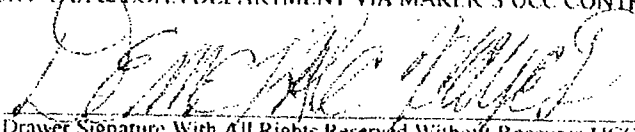
Bond # RB405601365US. Prepaid Account No. 139-75-005347

Private UCC Contract Trust Account Accrual #249270841-077272356; UCC Financing Statement No. 110824-1256189

Not a Bank Check. For Holding Account and EFT only.

This instrument is drawn in accordance with UCC: 1-103, 1-104, 1-201 (4)(28)(30), 3-103 (a)(h) 3-104 (a)(b), 3-311, 3-603(a)(b) & Public Law 73-10

NEGOTIABLE WITH THE RESPONDENT AT THE FEDERAL WINDOW VIA TREASURY TAX & LOAN DEPARTMENT VIA MAKER'S UCC CONTRACT TRUST ACCOUNT AND/OR PRIVATE

By: 

Drawer Signature With All Rights Reserved Without Recourse UCC1-308

7011 0110 0002 4501 1374

1823036730

20156

CASE # 2010CP3200669

105

Exhibit B

CASE # 2010CP32 00669

Demetric Hayes
Nonresident/ Non Domestic
First Class, U.S. Delivery
Care of 232 Edinfield Ct.
Gaston, South Carolina Republic

FILED

2011 JAN -6 A 9:21

BETH A. GARRIGG
CLERK OF COURT
LEXINGTON, NC

Certified Mail No # 7011 0110 0002 4501 1374

Notice of Conditional Acceptance

NOTICE OF INTENT

(Under Contract Law)

The enclosed original Notice of Acceptance, is hereby submitted under "Contract Law" in "good Faith" for the purpose of Agent(s): Chase Home Finance, Address: 3415 Vision Drive, City: Columbus State: OH, Zip: 43219-6009, hereinafter "offeror in contract law", to discharge all debt in this matter, for and on behalf of Demetric Hayes (Debtor), through an acknowledgement of Public Policy H.J.R. 192 passed on June 5, 1933. The collateral for this Notice of Acceptance is the presentment thru Demetric Hayes (Debtor), a transmitting utility, as the UNITED STATES INC. is responsible under reorganization of all debts Public, and Private. The receiver is the Secretary of Treasury, Timothy F. Geithner.

For further correspondence you may contact Demetric Hayes at the above location in writing. In the event you return my instrument without providing me remedy, I will accept your return as a "Dishonor". This will also apply if you: 1. Fail to honor my instrument, 2. Destroy my instrument, or 3. Fail to provide me remedy.

Respectfully,

x [Signature]
"As good as Aval"

For: "The DEMETRIC HAYES trust fund."

FOR THE PURPOSE OF THIS OFFER, THE DEFINITIONS BELOW APPLY

offeree: In contract law, the person to whom an offer is made.
offer: In contract law, a proposal made by one party to another indicating a willingness to enter into a contract.
offeror: In contract law the person who makes the offer:

Account/1623036730

Mr. Timothy Geithner, Secretary
Department of the Treasury

This 13 day of OCTOBER, 2011

Exhibit A

Lele

EXHIBIT A

(iii) If a minimum amount has been specified by the Secretary, the Secretary's liability under loan guaranty shall be the total indebtedness less the amount credited to the indebtedness under paragraph (a)(1)(ii) of this section, not to exceed the Secretary's maximum liability as computed under 36.4321 of this part.

(2) If the net value of the real property securing a guaranteed or insured loan does not exceed the unguaranteed portion of the indebtedness:

(i) The Secretary shall notify the holder that no minimum amount will be specified for credit to the indebtedness on account of the value of the security to be sold;

(ii) The Secretary may not accept conveyance or transfer of the property;

(iii) The holder shall credit against the indebtedness the net proceeds of the sale, and the Secretary's liability under loan guaranty shall be limited to the total indebtedness less the amount credited to the indebtedness not to exceed the Secretary's maximum liability as computed under 36.4321 of this part; and

(iv) The liability of the Secretary shall not be subject to adjustment by reason of any subsequent disposition of the property by the holder.

(3) If a minimum bid is required under applicable State law, or decree of foreclosure or order of sale, or other lawful order or decree, and:

(i) Such minimum bid exceeds an amount which has been specified by the Secretary under paragraph (a)(1) of this section; and

(ii) The holder acquires the property at the liquidation sale for an amount not exceeding the amount legally required; the holder may elect to convey the property to the Secretary pursuant to paragraph (a)(1)(ii)(A) of this section. The amount bid at the sale or the total indebtedness, whichever is less, shall govern instead of the specified amount and for the purpose of determining the Secretary's liability under loan guaranty.

(Authority: 38 U.S.C. 1832)

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(b) The holder should not carry out a liquidation sale until the Secretary has furnished the notice required under paragraph (a) of this section. In the event the holder carries out a liquidation sale prior to receiving such notice, the holder shall credit against the indebtedness the greater of:

(1) The net proceeds of the sale; or

(2) The amount of the indebtedness or the net value of the property, whichever is less.

The provisions of paragraph (a)(1)(ii)(A) of this section, which extends to the holder the option of conveying or transferring the property to the Secretary, shall not be applicable, and the Secretary's liability under the

(b) A claim for the guaranty, or the notice prescribed in 36.4317 may be submitted prior to the time prescribed in paragraph (a) of this section in any case where any material prejudice to the rights of the holder or to the Secretary or hazard to the security warrants more prompt action.

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(c) A claim for the guaranty must include a copy(ies) or a current credit report(s) on the debtor(s).

(Authority: 38 U.S.C. 1932)

(Information collection requirements contained in paragraph (c) were approved by the Office of Management and Budget under control number 2900-0480.)

36.4317 NOTICE OF INTENTION TO FORECLOSE

(See also 36.4319.) Except upon the express waiver of the Secretary, a holder shall not begin proceedings in court or give notice of sale under power of sale, other otherwise take steps to terminate the debtor's rights in the security until the expiration of 30 days after delivery by registered mail to the Secretary of a notice of intention to take such action: Provided, That (a) immediate action may be taken if the property to be affected thereby has been abandoned by the debtor, or has been or may be otherwise subjected to extraordinary waste or hazard, or if there exist conditions justifying the appointment of a receiver for the property (without reference to any contractual provisions for such appointment), and (b) any right of a holder to repossess personal property may be exercised without prior notice to the Secretary; but notice of any such action taken shall be given by registered mail to the Secretary within 10 days thereafter.

36.4318 REFUNDING OF LOANS IN DEFAULT

(a) Upon receiving a notice of default or a claim for a guaranty or a notice under 36.4317, the Secretary may within 30 days thereafter require the holder upon penalty of otherwise losing the guaranty or insurance to transfer and assign the loan and the security therefor to the Secretary or to another designated by the Secretary upon receipt of payment in full of the balance of the indebtedness remaining unpaid to the date of such assignment. Such assignment may be made without recourse but the transferor shall not thereby be relieved from the provisions of 36.4325.

(b) If the obligation is assigned or transferred to a third party pursuant to paragraph (a) of this section, the Secretary may continue in effect the guaranty or insurance issued with respect to the previous loan in such manner as to cover the assignee or transferee.

36.4319 LEGAL PROCEEDINGS

(a) When the holder institutes suit or otherwise becomes a party in any legal or equitable proceeding brought on or in connection with the guaranteed or insured indebtedness, or involving title to, or other lien on, the security, such holder, within the time that would be required if the Secretary were a party to the proceeding, shall deliver to the Secretary, by mail or otherwise, by making such delivery to the Loan Guaranty Officer, at the office

which granted

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the guaranty or the insurance, or other office to which the holder has been notified the file is transferred, a copy of every procedural paper filed on behalf of holder, and shall also so deliver, as promptly as possible, a copy of each similar pleading served on holder or filed in the cause by any other party thereto. Notice of, or motion for, continuance and orders thereon are excepted from the foregoing.

(b) A copy of a notice of sale shall be similarly delivered by the holder, or the holder's agent or trustee, to the Secretary at the VA Regional Office of jurisdiction at least 30 days prior to the scheduled liquidation sale, or within 5 days after the date of first publication of the notice, whichever is later. A copy of any other notice of sale or acquisition of the property served on the holder or advice of any sale of which the holder has knowledge shall be similarly delivered to the Secretary, including any such notice of a tax sale or other superior lien or judicial sale. Such notice shall be accompanied by a statement of the account indebtedness and a copy of the liquidation appraisal request, if not previously delivered.

(Authority: 38 U.S.C. 1832)

(c) The procedure prescribed in paragraph (a) and (b) of this section shall not be applicable in any proceeding to which the Secretary is a party, after the Secretary's appearance shall have been entered therein by a duly authorized attorney.

(d) In any legal or equitable proceeding (including probate and bankruptcy proceedings) to which the Secretary is a party, original process and any other process prior to appearance, proper to be served on the Secretary, shall be delivered to the Loan Guaranty Officer of the regional office of the VA having jurisdiction of the area in which the court is situated. Within the time required by applicable law, or rule of court, the Secretary will cause appropriate special or general appearance to be entered in the case by an authorized attorney.

(Authority: 38 U.S.C. 1832)

(e) After appearance of the Secretary by attorney all process and notice otherwise proper to serve on the Secretary before or after judgment, if served on the attorney of record, shall have the same effect as if the Secretary were personally served within the jurisdiction of the court.

(Authority: 38 U.S.C. 1832)

(f) If following a default, the holder does not bring appropriate action within 30 days after requested in writing by the Secretary to do so, or does not prosecute such action with reasonable diligence, the Secretary may at the Secretary's option fix a date beyond which no further charges may be included in the computation of the indebtedness for the purposes of accounting

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between the holder and the Secretary. The Secretary may also intervene in, or begin and prosecute to completion any action or proceeding, in the Secretary's

name or in the name of the holder, which the Secretary deems necessary or appropriate. The Secretary shall pay, in advance if necessary, any court costs or other expenses incurred by the Secretary or properly taxed against the Secretary in any such action to which the Secretary is a party, but may charge the same, and also a reasonable amount for legal services, against the guaranteed or insured indebtedness, or the proceeds of the sale of the security to the same extent as the holder (see 36.4313 of this part), or otherwise collect from the holder any such expenses incurred by the Secretary because of the neglect or failure of the holder to take or complete proper action. The rights and remedies herein reserved are without prejudice to any other rights, remedies, or defenses, in law or in equity, available to the Secretary.

(Authority: 38 U.S.C. 1832)

36.4320 SALE OF SECURITY

(a) Upon receipt by the Secretary of notice of a liquidation sale of any security for a guaranteed or insured loan, the Secretary shall determine the net value of the security and shall notify the holder of the net value and of the regulatory provision which will govern the disposition of the security.

(1) If the net value of the real property securing a guaranteed or insured loan exceeds the unguaranteed portion of the indebtedness, the Secretary shall specify in advance of the liquidation sale the minimum amount which shall be credited to the indebtedness of the borrower on account of the value of the security to be sold, subject to the following:

(i) The specified amount in such cases shall be the lesser of the net value of the property or the total indebtedness,

(ii) If a minimum amount for credit to the indebtedness has been specified in relation to a liquidation sale of real property, and:

(A) The holder acquires the property, or the rights to the property, at the sale for an amount not in excess of such specified amount, the holder shall credit to the indebtedness the amount specified. The holder then may retain the property or, not later than 15 days after the date of sale, advise the Secretary of the holder's election to convey or transfer the property, or the rights to the property, to the Secretary;

(B) The holder acquires the property, or the rights to the property, at the liquidation sale for an amount in excess of the specified amount, the indebtedness shall be credited with the proceeds of the sale. The holder shall not have the option to convey the property to the Secretary unless a bid in excess of the specified amount was made pursuant to paragraph (a)(3) of this section;

IV-39

(C) A third party acquires the property, or the rights to the property, at the liquidation sale for an amount equal to or in excess of that specified, the holder shall credit to the indebtedness the net proceeds of the sale;

(D) A third party acquires the property, or the rights to the property, at the liquidation sale for an amount less than that specified, the holder shall credit to the indebtedness the amount specified.

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

JPMorgan Chase Bank, National
Association, Successor by Merger to Chase
Home Finance, LLC s/b/m to Chase
Manhattan Mortgage Corporation,

Case No. 3:13-cv-00731-JFA-SVH

RECEIVED, CLERKS OFFICE
2013 APR 25 AM 11 48
US DISTRICT CT COLA, SC

Plaintiff

vs.

Demetric Hayes

Defendant.

AFFIDAVIT OF FACT

I Carla Marshall, residing at 232 Edinfield Ct. Gaston, South Carolina 29053, was not served by Deputy Hite or by anyone else on 16 March, 2010. I was out of town on business that week. Deputy Hite and other officers went door to door in my neighborhood asking my neighbors did they know me and asking for a description of me, as if I was a wanted criminal. Deputy Hite is not an honest law enforcement officer and should not be employed by the Sherriff's Department being paid by tax payer's dollars. The affidavit presented by Officer Hite to the Lexington County clerk office was not in the file until 2012. I have been checking the files and been getting copies of what was in the files throughout this process. This is typical of the unethical misconduct practices in the Lexington County courts. Documents appear and disappear from files constantly. I am prepared to affirm this statement under oath.

I Darlene L. Brunson, a Notary Public of the State of South Carolina, hereby certify that Carla Marshall personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the 25th day of April, 2013.

My Commission Expires:

7/14/2021

Darlene L. Brunson
Notary Public

Complaint & Charging Sheet
Statement of Facts & Charges by Affidavit

Respondent: Chase (OHS-73020)
3514 Vision Drive
Columbus, OH 43219-6009

Butler & Housch (Attorneys for) Chase
Genevieve Johnson Bar #78480
107 Westpark Blvd Suite 130
Columbus, SC 29210

**In Re: CHASE HOME FINANCE LLC S/BM TO CHASE MANHATTEN MORTGAGE CORPORATION v
DEMETRIC HAYES Case: No 2010-CP-32-00669 Matter No: 281355**

Ovation Research is an independent third party charged with the execution of discovery in the exhaustion of the administrative remedy for Demetric: Hayes and DEMETRIC HAYES in the above referenced matter.

Affiant is familiar with the money and banking principles presently being used in the United States and understands the principles of the creation of demand deposit accounts (liabilities), and the usage of negotiable instruments under the Generally Accepted Accounting Principles (hereinafter GAAP) in the present above-mentioned case. I make this Affidavit (hereinafter referred to as "Affidavit") based on my own personal knowledge of the economic, historical, and the money and banking principles stated herein, except that I have relied entirely on documents provided to me, regarding certain facts at issue. I am making this Affidavit based on my experience and expertise as (1) money and banking expert, (2) researcher and research writer, and (3) teacher.

Affiant has critically evaluated the purported loan documents in this matter and has arrived at the following conclusions based upon my knowledge and beliefs. I am competent to make the following statements which stand as a charge against Respondent(s):

There is no evidence that the bank loaned anything of value in this matter and I believe that none exists;

There is no evidence that Respondent has incurred a loss in this matter and I believe that none exists;

There is no evidence that the Respondent has any lawful standing in this matter and I believe that none exists;

There is no evidence of a valid contract between Respondent and DEMETRIC HAYES, for want of valuable consideration and want of two executing signatures:

IF there is a valid contract between Respondent and DEMETRIC HAYES not heretofore presented, the Respondent(s) has (have) breached their own contract having failed to provide the agreed upon 'loan':

The Respondent(s) has (have) violated the Truth-In-Lending Act and contract law:

The Respondent(s) has (have) engaged in common law fraud and unlawful conversion of a security:

The Respondent(s) have (has) unlawfully monetized the 'Promissory Note' and the "Mortgage Agreement", unregistered securities, for their own unlawful and unjust enrichment:

In this matter, there was no loan, but an exchange:

The alleged 'Borrower' was in fact the 'lender', having loaned the Respondent(s) the 'Promissory Note' and "Mortgage Agreement" that was deposited into a Demand Deposit Account.

As an economic expert charged with the exhaustion of administrative remedy I hereby *challenge all* Claims in this matter for fraud and hereby demand a *forensic audit* of the transaction to determine the truth in this matter. This *Charging Sheet by Affidavit* is presented under notarial seal and under the direction and jurisdiction of the Postmaster General under the jurisdiction of the Universal Postal Union to ensure the right of transit and has been published in the public domain, in want of rebuttal, by a three notary panel, to ensure that this transaction is handled with a sense of fair play and good faith and with clean hands as required in equity. The rebuttal, line by line and point by point in

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affidavit form, and/or stipulations to the affidavit will be certified by said three notary panel who will issue a Declaratory Judgment, certifying the admissions, confessions and stipulations of the parties, that is beyond review and that is as binding on the Parties and their privies as if issued by the highest court in the land and will stand as res judicata and stare decisis.

Respondent may rebut these charges by producing a certified copy of all of the account ledgers for this transaction, to independent forensic auditors providing the evidence, as a matter of fact, that Respondent provided valuable consideration; an actual loan of value; and that Respondent has a valid contract with the alleged debtor that obligates the alleged debtor to perform.

Respondent may choose not to rebut as stated above and may choose to so stipulate to the charges. ALL communications and/or rebuttals shall be directed **ONLY to Ovation Research, 1188, Lanham, MD 20703**. Communications and/or rebuttals directed to any other location shall **constitute a non-response**.

In this matter Respondent apparently accepted the alleged borrower's Note and credit application (money of account) in exchange for its own credit (also money of account) and deposited that credit into the alleged borrower's liability account, using the amount of the alleged borrower's note and/or application as the only source of funding and/or paying the merchants.

The Respondent, which cannot prove that it ever complied with the terms of contract law (that Respondent offered to the alleged borrower), is operating in a questionable method to say the least. One reasonably might argue that the Respondent recorded the Note as a loan (money of account) from the alleged borrower, and that the Respondent then became the borrower of an equivalent amount of money of account from the alleged borrower. The Respondent in fact never lent any of its own preexisting money, credit, or assets as consideration to purchase the Note or credit agreement from the alleged borrower. When the Respondent deposited the alleged borrower's signed negotiable instrument, the bank issued credit into an account based upon the value of the alleged borrower's depository instrument without the alleged borrower's knowledge or consent. The Respondent received credit or money of account from the alleged borrower as an asset without ever paying anything and/or literally stole the note.

GAAP ordinarily would require that the Respondent record a liability account, crediting the alleged borrower's deposit account, showing that the Respondent owes the amount of the deposit to the alleged borrower, just as if the alleged borrower were to deposit cash or a payroll check into their account. These material facts were intentionally withheld from the alleged borrower. The alleged borrower's note (any other negotiable instrument) actually funded the loan. The alleged borrower is the true lender and the Respondent is the true borrower. The Respondent is trying to use the Note to persuade and deceive the alleged borrower into believing that the opposite occurred and that the alleged borrower was the borrower and not the lender.

The following point is undisputed: The alleged borrower gave his negotiable instrument(s) or gave the equivalent of money (loaned) to the Respondent and when the bank issued payment to the merchant(s) it was based upon the balance in the alleged debtor's demand deposit account, it became "money" in the commercial banking system.

The question is, did the Respondent fund the alleged loan by debiting their net worth and crediting an asset account, or did they willfully and intentionally misrepresent the true terms of the alleged contract by debiting an asset account and crediting a Liability/Demand Deposit Account?

The alleged borrower hereby is entitled to have the Respondent produce its accounting ledgers for a complete independent audit. The Affiant disputes that the Claimant is the real party of interest. Based upon the Affiant's personal knowledge and belief the Affiant hereby states that the alleged Respondent is not the real party in interest.

The Affiant also hereby declares with 100% probability that Respondent had to have monetized the signed, executed note of the alleged borrower in order to deposit something of value in order to allow the alleged borrower to draw upon his demand deposit account. Furthermore, the Affiant declares that he has seen Promissory Notes stamped "Pay to the Order of" thus proving that the bank illegally monetizes the notes without full disclosure concerning changing and/or altering of the documents and the terms of the agreement. If Respondent will produce the alleged borrower's

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original executed note(s), (if they could ever find it in the stream of commerce) the note will prove Affiant's contention.

Based on my analysis of the account it is my conclusion that the Respondent has monetized (conversion and has violated Truth in Lending Act, Title 15 U.S.C. 15 §§1649, 1666-1666j; Regulation Z C.F.R. Part 226) and used **DEMETRIC HAYES's** Note (negotiable instrument) for its own purposes (demand deposit liability), and it remains to be proven whether Respondent has incurred any financial loss or actual damages (I do not have sufficient information to form an absolute conclusion on this point without a review of the Respondent's books and records of account, and this alleged debt should have been [dis]charged by **DEMETRIC HAYES's** fiduciary agent who is in control of the alleged debtor's accounts (accounting ledgers) and is demanded to relinquish and/or open the ledgers for inspection). Under the rules of evidence the Respondent (fiduciary) should provide the original unaltered signed contract, accounting ledgers of the bank to substantiate that the bank's net worth was decreased and that the bank did not increase the bank's demand deposit account and provide sufficient verification that the bank has complied with the terms of the contract showing that it gave valuable consideration for **DEMETRIC HAYES's** negotiable instrument while providing sufficient evidence that **DEMETRIC HAYES** is indebted to it for a specific amount. Respondent lacks credible concrete evidence to actually prove that **DEMETRIC HAYES** is indebted to the alleged Respondent in any amount under the Federal and State Rules of Evidence.

Another point that is being ignored is House Joint Resolution (HJR) 192/ Public Law 73-10, the bankruptcy of the United States Government. Under that resolution, portions of which have been repealed, the following question remains unanswered: Lacking positive value money, the Respondent having accepted the **DEMETRIC HAYES's** note absent just compensation, is **DEMETRIC HAYES** the creditor in fact and Respondent the debtor in fact to the extent of the instruments associated with the alleged 'loan'? Public Policy removed the people's liability to make all payments by making a contract null if it required the payment to be in substance because the people didn't have any money to pay with. This alleged debt is hereby [dis]charged. This bank should explain to the alleged Debtor how to pay a debt with a debt instrument. **DEMETRIC HAYES** hereby states that HJR-192/ Public Law 73-10 removed the liability of an obligor by making it against public policy to pay debts. What does Respondent expect the alleged debtor to pay with? Simply said, there is no lawful money, plain and simple, for **DEMETRIC HAYES** to make payments with. On top of that, if **DEMETRIC HAYES** were to pay, who would compensate **DEMETRIC HAYES** for her "Note"? Public Policy is a supersedeas bond because it limits our liability to pay. The Respondent should be compelled to pay just compensation to **DEMETRIC HAYES** for literally stealing her note(s).

Respondent does not have money of its own to loan! Respondent, by monetizing the \$131,000.92 promissory notes, without **DEMETRIC HAYES's** approval and/or consent literally created \$131,000.92 of new money based upon the value of the \$131,000.92 promissory notes. Respondent has literally stolen the \$131,000.92 promissory notes without giving **DEMETRIC HAYES's** valuable consideration for depositing the promissory note. Respondent has literally stolen \$131,000.92 promissory notes without giving **DEMETRIC HAYES's** value for the promissory notes and increased the assets of Respondent. Respondent, through deceptive accounting practices, gains an \$131,000.92 asset account and risks nothing in the alleged mortgage transaction and now demands that **DEMETRIC HAYES's** repay (pay a second time) the alleged loan. Respondent has committed fraud, misrepresentation, conversion, breach of contract, and breach of its fiduciary relationship with **DEMETRIC HAYES's**.

The information contained in this Charging Sheet and its undisputed validation through college text books, Federal Reserve publications, hundreds of economic expert's writings, congressional records, and former and current political leaders conclusively substantiates that Respondent is engaged in criminal activity (counterfeiting).

Respondent did not inform **DEMETRIC HAYES's** that Respondent was going to deposit his promissory note and use that as the only source of funding, therefore, Respondent has committed a Truth in Lending Violation. In light of the fraud **DEMETRIC HAYES's** hereby rescinds his signature on the mortgage, correcting the records, and files this Charging Sheet/charges against Respondent and their officials, in their corporate as well as in their individual capacities.

Respondent has committed fraud, conversion, misrepresentation, breach of contract and never gave any valuable

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consideration and conversely, cannot prove that they have been or ever would be at financial risk in **DEMETRIC HAYES's** transaction.

Under state and federal law, Respondent must provide just compensation for the acceptance of a promissory note, mortgage note, bond, or any other kind of a negotiable instrument(s). As in the case of depositing money (cash and currency), Respondent must give the depositor a deposit slip evidencing that Respondent is indebted to the depositor in the amount of his deposit. When Respondent deliberately, fraudulently and with outright malice deposited the **\$131,000.92** promissory notes of **DEMETRIC HAYES**; without giving **DEMETRIC HAYES's** a **\$131,000.92** deposit slip Respondent violated Generally Accepted Accounting Principles. Respondent must explain why they failed to give a deposit slip(s) for the deposit of the signed negotiable instrument(s).

Respondent did not comply with state or federal laws and cannot prove ownership (security interest) of any negotiable instrument placing **DEMETRIC HAYES's** in a debtor-creditor relationship with Respondent. The truth of the matter is that Respondent owes **DEMETRIC HAYES's** **\$131,000.92** for the promissory note (negotiable instrument) and another **\$131,000.92** for the mortgage note (negotiable instrument). The total indebtedness of Respondent to the **DEMETRIC HAYES** is **\$131,000.92x2**. Respondent's deposit and monetization of **DEMETRIC HAYES's** promissory notes without providing any valuable consideration constitutes theft by deception, fraud, misrepresentation, breach of contract and an outright breach of the bank's fiduciary relationship.

The depositing of the two negotiable instruments (promissory note & mortgage agreement) is the equivalent of **DEMETRIC HAYES's** depositing **\$131,000.92x2** of cash into the asset account of Respondent. Respondent expects **DEMETRIC HAYES's** to pay the principal amount of **\$131,000.92** plus interest or Respondent simply forecloses on **DEMETRIC HAYES's** private property.

Respondent must prove that they suffered a financial detriment and actually substantiate giving valuable consideration in order to be the holder in due course of the negotiable instrument(s). Without the original notes in hand Respondent's claim is fraudulent. Respondent did not comply with state or federal law and cannot prove ownership (security interest) of any negotiable instrument placing **DEMETRIC HAYES's** or **DEMETRIC HAYES** in a debtor relationship to Respondent. The truth of the matter is that Respondent owes **DEMETRIC HAYES's** valuable consideration in the amount of **\$131,000.92** for depositing their promissory note and another **\$131,000.92** for depositing the **DEMETRIC HAYES's** **\$131,000.92** mortgage note which is the same as depositing a total of **\$131,000.92x2** in cash.

For Respondent to be in compliance with GAAP, Respondent must credit a liability and/or demand deposit account to offset the **\$131,000.92** (based upon the promissory note only) deposit to Respondent's assets. GAAP accounting formula(s) and/or rules still apply: Assets=Liabilities (Demand Deposit) + Net Worth, and for every Debit there has to be a corresponding credit. Respondent having already debited **\$131,000.92** (promissory Note) into the bank's asset account would have to record a credit to the bank's liability (demand deposit) account. To be in compliance with the rules of GAAP, Respondent would simply credit a liability (Demand Deposit) account for **\$131,000.92**.

Respondent had to remove the credit balance in the liability and/or DDA account and transfer the DDA credit balance into a net worth account. Respondent has to erase the credit balance in the liability (DDA) account and/or transfer that particular balance into a net worth account in order to fund the payment to the sellers of the home. Respondent has to credit the net worth account for **\$131,000.92**.

The results of a forensic audit will show that the **\$131,000.92** debit balance has not changed. A forensic audit will show that no noticeable change has occurred in the Bank's liability (demand deposit account) balance and with the debiting of Respondent's liability account for **\$131,000.92**, Respondent has completely erased the **\$131,000.92** credit balance belonging to **DEMETRIC HAYES** thus showing that Respondent has illegally stolen **DEMETRIC HAYES's** promissory note without giving valuable consideration!

Respondent has concealed their illegalities, debiting the liability and/or DDA account and removing or eliminating any evidence of any amount of money that Respondent owes to **DEMETRIC HAYES's**. When Respondent credits its net worth account for **\$131,000.92** the accounting ledgers show that Respondent's net worth is increased by

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\$131,000.92. This accounting procedure is not only misleading it is fraudulent, theft by deception, breach of contract, and criminal.

This deceptive accounting procedure which is in violation of GAAP fraudulently removes and illegally transfers the **\$131,000.92** from **DEMETRIC HAYES's** Demand Deposit Account and transfers the **\$131,000.92** into Respondent's net worth account. Respondent never used or risked any of their own money but was actually using the value of **DEMETRIC HAYES's** promissory note! Respondent's accounting ledgers are in balance based upon their fraudulent accounting procedures!

If an auditor examines Respondent's ledger accounts, the ledger accounts will show or indicate that Respondent had funded the alleged 'loan' through a deduction in the Bank's net worth account. A closer scrutiny of Respondent's ledgers will conclusively prove that Respondent had not funded the alleged 'loan' but, simply through the use of creative accounting, committed fraud, misrepresentation, conversion and never gave any valuable consideration. Respondent never used any of its own money, for Respondent has simply removed a credit from liability (DDA) and illegally transferred the money into a net worth account.

Respondent has risked nothing in this mortgage transaction and has suffered no loss and therefore their claim is false and fraudulent. "**DEMETRIC HAYES's**" hereby claims that it was NOT the signature of "**DEMETRIC HAYES's**" on the promissory note nor the mortgage agreement, but his autograph, and it therefore was never properly executed.

Respondent has a mandatory obligation in bankruptcy to rebut the charges levied herein within 21 days after receipt, line by line and point by point, signed, sworn to, notarized and returned to the notary public charged with certification of the discovery process. Respondent's failure to rebut as set forth herein shall constitute Respondent's confession, consent and stipulation to the facts as set forth herein.

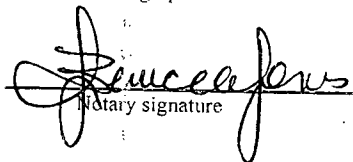
Respondent's failure to rebut shall constitute Respondent's stipulation that this process is free from defect, lawful or otherwise; that Judgment shall be issued certifying the admissions, confessions, agreements and stipulations of the Parties and that said Judgment constitutes res judicata, stare decisis and an estoppel.

Respondent's refusal to rebut shall constitute Respondent's confession to Mail Fraud, Bankruptcy Fraud, Bankruptcy Obstruction, unlawful conversion, theft, fraud in the inducement, counterfeiting, securities fraud and the unlawful trading in unregistered securities.

Respondent's refusal to rebut shall constitute Respondent's confession to Respondent's operation in equity in bad faith and with unclean hands and their voluntary surrender of all equity claims in their name and/or in their control. Furthermore affiant sayeth not.

I, Olivia L. Evans-El, certify upon my own unlimited commercial liability and upon the codes and statutes of the United States that the foregoing is true, correct, complete and not misleading to the best of my present belief and knowledge so help me god.

On the 17th day of September, 2012, a Woman known to me to be Olivia L. Evans-El appeared before me, a notary public, attested the foregoing to be the truth, the whole truth and nothing but the truth so help him god and affixed his autograph hereto.


Notary signature

stamp/seal

By 
Olivia L. Evans-El
Authorized Representative, Natural Person, In Propria Persona: All Rights Reserved

Bernice C. Jones
My Commission expires:
9/4/2014

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

AFFIDAVIT OF NON-SERVICE

PERSONALLY APPEARED BEFORE ME, Robert P. Jones, who being duly sworn deposes and says that he has attempted service of the following document(s) pursuant to the South Carolina Code of Laws and the South Carolina Rules of Civil Procedure and as of this date has been unable to serve same:

DOCUMENT: Cover Sheet, Certificate of Exemption, Lis Pendens, Summons and Complaint

TO: Demetric Hayes

IN THE MATTER OF: Chase Home Finance LLC, Successor by Merger to Chase Manhattan Mortgage Corporation v. Demetric Hayes
2010-CP-32-00669

REASON(S) FOR
NON-SERVICE:

I attempted service at the address provided (232 Edinfield Ct., Gaston, SC 29053) on February 19, 2010 / 10:00 am; February 23, 2010 / 1:15 pm; February 24, 2010 / 9:20 am; February 25, 2010 / 4:55 pm; February 26, 2010 / 1:20 pm and February 27, 2010 / 2:55 pm. I was unable to make contact with the subject at this location. On one occasion I talked with an out of town guest who confirmed the subject lived there. I left a note with the guest and on another occasion requesting the subject to contact me as of this date he has refused to do so.

Robert P. Jones

Robert P. Jones

B&H# 281355

Sworn to and subscribed before me
this 28th day of February 2010.

Barbara R. Jones
Barbara R. Jones

My commission expires: 11/07/2018

FILED
MAR 10 A 8:31

Instrument: 2004029715

Book/Page: R 9324 : 237

Date/Time: 06/08/2004 13:08:28:293

Document: 01

Rerecord Mortgage to add correct legal description.

Return To:
CHASE MANHATTAN MORTGAGE CORPORATION
1040 OLIVER ROAD
MONROE, LA 71201
ATTENTION: CUSTODY SERVICES

2004027896 FILED, RECORDED, INDEXED
05/28/2004 15:37:31:827
Rec Fee:\$25.00 St Fee:\$0.00
Co Fee:\$0.00 Pages:19
Lexington County ROD Debra M. Gunter
MORTGAGE Bk:Pg 9298:295

2004029716 FILED, RECORDED, INDEXED
06/08/2004 13:08:28:293
Rec Fee:\$25.00 St Fee:\$0.00
Co Fee:\$0.00 Pages:19
Lexington County ROD Debra M. Gunter
MORTGAGE Bk:Pg 9324:237

Prepared By: FELICIA NWOKOLO
THIS IS A FIRST PURCHASE MONEY MORTGAGE. BEING THE SAME PREMISES
CONVEYED TO THE MORTGAGORS HEREIN BY A CERTAIN DEED TO BE RECORDED
SIMULTANEOUSLY HERewith.

[Space Above This Line For Recording Data]

MORTGAGE

82308673
1823036730

NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE DEPARTMENT
OF VETERANS AFFAIRS OR ITS AUTHORIZED
AGENT.

DEFINITIONS

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

(A) "Security Instrument" means this document; which is dated May 27, 2004 together with all Riders to this document.

(B) "Borrower" is
DEMETRIC HAYES, UNMARRIED

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is CHASE MANHATTAN MORTGAGE CORPORATION

Lender is a CORPORATION
organized and existing under the laws of
the State of New Jersey

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

Form 3041 1/01

VMP - BG(5C) (0005)

Page 1 of 15

Initials: DH

VMP MORTGAGE FORMS - (800)621-7281



Instrument: 200402975

Book/Page: R 9324 : 238

Date/Time: 06/08/2004 13:08:28:293

Document: 01

Lender's address is 343 THORNALL STREET
EDISON, NJ 08837

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 27, 2004

The Note states that Borrower owes Lender

One Hundred Eighteen Thousand, Four Hundred Seventy and 00/100
(U.S. \$ 118,470.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than June 1, 2034

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

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

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

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

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

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

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

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

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

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

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

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

80100 - 80100 (0000)

Page 2 of 15

Initials: *DA*

Form 3041 1/01

Lexington County Register of Deeds

Debra M. Gunter

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY

of LEXINGTON

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Attached Legal Description

Parcel ID Number: 00000000

232 EDINFIELD CT

GASTON

("Property Address"):

which currently has the address of

[Street]

[City], South Carolina 29053

[Zip Code]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 2.2 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance, 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.

2004-6G(5C) (0005)

Page 12 of 15

Initials: DH

Form 3041 1/01

Lexington County Register of Deeds

Debra M. Gunter

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 by 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.

USMP-6G(EG) (0005)

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Initials: DH

Form 3041 1/01

Lexington County Register of Deeds

Debra M. Guntler

Instrument: 2004029715

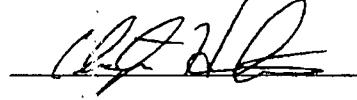
Book/Page: R 9324 : 250

Date/Time: 06/08/2004 13:08:28:293

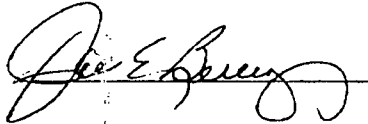
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

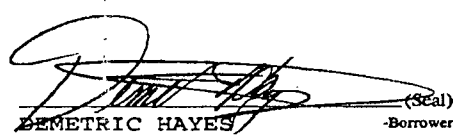
Signed, sealed and delivered in the presence of:



(Seal)
-Borrower



(Seal)
-Borrower


DEMETRIC HAYES

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Lexington County Register of Deeds

Debra M Gunter

6G(S2) (0005)

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Form 3041 1/01

Instrument: 2004029713

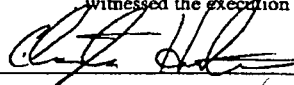
Book/Page: R 9324 : 251

Date/Time: 06/08/2004 13:08:28:293

Document: 01

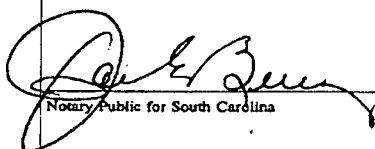
**STATE OF SOUTH CAROLINA,
County of Richland**

Personally appeared before me the undersigned witness
and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their act and deed,
deliver the within written Mortgage; and that he/she with the other witness
witnessed the execution thereof.



Sworn to before me this 27th day of May, 2004

My Commission Expires: 09/29/2009



Notary Public for South Carolina

Lexington County Register of Deeds

Debra M. Gunter

LSM-6G(SC) (0008)

Page 16 of 18

Initials: DH

Form 3041 1/01

82303673
1823036730

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 27th day of May 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to CHASE MANHATTAN MORTGAGE CORPORATION, a corporation organized and existing under the laws of the State of New Jersey (herein "Lender") and covering the Property described in the Security Instrument and located at

232 EDINFIELD CT, GASTON, SC 29053

[Property Address]

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

MULTISTATE VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

VMP-638R (9904).01

3/99

Page 1 of 3

Initials: *PH*

VMP MORTGAGE FORMS - (800)621-7291



Lexington County Register of Deeds

Debra M. Ginter

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

536R (8904).01

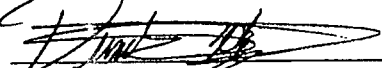
Page 2 of 3

Initials: DH

Lexington County Register of Deeds

Debra M. Gunter

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.


 DEMETRIC HAYES

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

12345-634R (9904).01

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Lexington County Register of Deeds

Debra M. Gunter

EXHIBIT A
LEGAL DESCRIPTION

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot 75 Heather Hill, Phase II-B (formerly Heatherwood, Phase IIB) on a plat prepared for McLeod Development, LLC by AccuPoint Surveying, P.A., dated March 3, 2003 and recorded in the ROD Office for Lexington County in Plat Book 8221 at Page 134; said plat being incorporated herein by reference and made a part of this description and said lot having such boundaries and measurements as shown thereon, all being a little more or less.

TMS# 009024-01-091

Derivation: This being the same property conveyed from **Marc Homebuilders, Inc.** to **Demetric Hayes** by Deed dated **May 27, 2004** and recorded in the ROD Office for Lexington County in Deed Book 9298 at Page 293.

Lexington County Register of Deeds

Debra M. Gunter

REAL

VA FIXED RATE NOTE

82303673
1823036730

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

232 EDINFIELD CT, GASTON, SC 29053

May 27, 2004

SC City, State
Date
Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 118,470.00
One Hundred Eighteen Thousand, Four Hundred Seventy and 00/100
(this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

CHASE MANHATTAN MORTGAGE CORPORATION
a corporation organized and existing under the laws of State of New Jersey
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 Six

6.000 %

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 payments every month.

I will make my monthly payments on the first day of each month beginning on July 1, 2004

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on June 1, 2034

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3415 VISION DR
or at a different place if required by the Note Holder. COLUMBUS OH 43219

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.\$ 710.29
Seven Hundred Ten and 29/100

4. BORROWER'S RIGHT TO PREPAY

The Borrower shall have the right to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100, whichever is less. Any Prepayment in full of the indebtedness shall be credited on the date received, and no interest may be charged thereafter. Any partial Prepayment made on other than an installment due date need not be credited until the next following installment due date or 30 days after such Prepayment, whichever is earlier.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (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 4% of my overdue monthly installment, which includes principal, interest, taxes, and insurance, as allowed by state law. 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.

DH

97

Demetric Hayes
May 16, 2011

Chase is obligated to report accurate information to the credit bureaus and will continue to do so. Late payments, missed payments, or other defaults on the account may be reflected in your credit report. This letter shall not be deemed to be a waiver of any rights or remedies, which are expressly reserved.

DA007

Return To:
CHASE MANHATTAN MORTGAGE CORPORATION
1040 OLIVER ROAD
MONROE, LA 71201
ATTENTION: CUSTODY SERVICES

Prepared By: FELICIA NWOKOLO

THIS IS A FIRST PURCHASE MONEY MORTGAGE. BEING THE SAME PREMISES
CONVEYED TO THE MORTGAGORS HEREIN BY A CERTAIN DEED TO BE RECORDED
SIMULTANEOUSLY HERewith.

[Space Above This Line For Recording Data]

MORTGAGE

82303673
1823036730

**NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE DEPARTMENT
OF VETERANS AFFAIRS OR ITS AUTHORIZED
AGENT.**

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated May 27, 2004
together with all Riders to this document.

(B) "Borrower" is
DEMETRIC HAYES, UNMARRIED

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is CHASE MANHATTAN MORTGAGE CORPORATION

Lender is a CORPORATION
organized and existing under the laws of
the State of New Jersey

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

Form 3041 1/01

VMP -6G(SC) (0005)

Page 1 of 15

Initials: *DH*

VMP MORTGAGE FORMS - (800)521-7291



99

Lender's address is 343 THORNALL STREET
EDISON, NJ 08837

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 27, 2004

The Note states that Borrower owes Lender

One Hundred Eighteen Thousand, Four Hundred Seventy and 00/100ths
(U.S. \$ 118,470.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than June 1, 2034

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Attached Legal Description

Parcel ID Number: 0000000

232 EDINFIELD CT

GASTON

which currently has the address of

[Street]

[City] , South Carolina 29053

[Zip Code]

("Property Address"):

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall by 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.

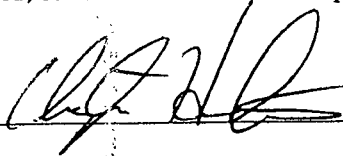
24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

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.

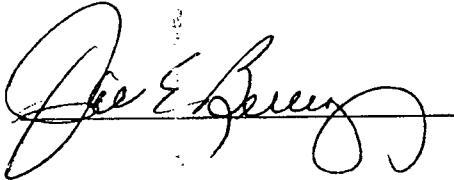
26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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.

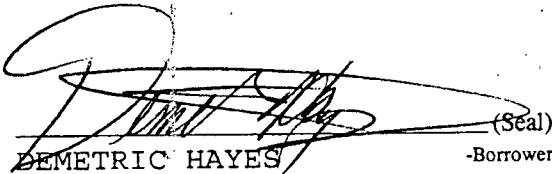
Signed, sealed and delivered in the presence of:



(Seal)
-Borrower



(Seal)
-Borrower


DEMETRIC HAYES

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

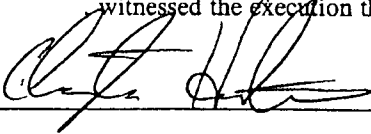
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

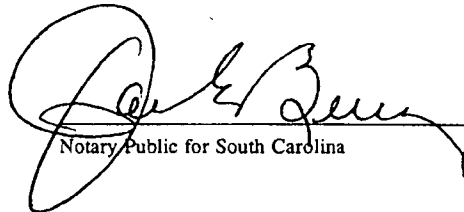
STATE OF SOUTH CAROLINA,
County of Richland

Personally appeared before me the undersigned witness
and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their act and deed,
deliver the within written Mortgage; and that he/she with the other witness
witnessed the execution thereof.



Sworn to before me this 27th day of May, 2004

My Commission Expires: 09/29/2009


Notary Public for South Carolina

82303673
1823036730

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 27th day of May 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to CHASE MANHATTAN MORTGAGE CORPORATION, a corporation organized and existing under the laws of the State of New Jersey (herein "Lender") and covering the Property described in the Security Instrument and located at

232 EDINFIELD CT, GASTON, SC 29053

[Property Address]

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

MULTISTATE VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

VMP-538R (9904).01

3/99

Page 1 of 3

Initials: DH

VMP MORTGAGE FORMS - (800)521-7291



LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

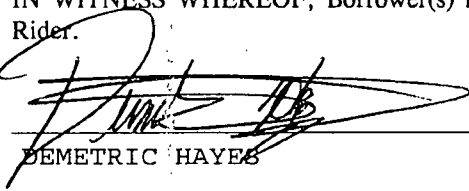
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.


DEMETRIC HAYES

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

EXHIBIT A
LEGAL DESCRIPTION

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as Lot 127 on Sheet 3 of 3 on a plat of Killian Green Subdivision prepared by Belter & Associates, Inc., dated May 18, 2003, last revised August 21, 2003 and recorded in the Office of the R.O.D. for Richland County in Record Book 873 at Page 1566. Said lot being more particularly shown as Lot 127 on a plat prepared for Alexandria D. Sumpter by Belter & Associates, Inc. to be recorded; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

TMS# Portion of 17400-07-03

Derivation: This being the same property conveyed from **Marc Homebuilders, Inc.** to **Alexandria D. Sumpter** by Deed dated **May 27, 2004** and recorded in the ROD Office for **RICHLAND** County in Deed Book _____ at Page _____.

DH

ORIGINAL

STATE OF SOUTH CAROLINA

IN THE COURT COMMON PLEAS

COUNTY OF LEXINGTON

FOR THE ELEVENTH JUDICIAL CIRCUIT

JPMorgan Chase Bank, National
Association, Successor by Merger to Chase
Home Finance, LLC s/b/m to Chase
Manhattan Mortgage Corporation,

Case No. 2010-CP-32-00669

Plaintiff

vs.

Demetric Hayes

Defendant.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

2014 MAR 10 P 4:47

FILED

AFFIDAVIT OF FACT

"Deprivation of constitutional rights"

I Carla Marshall, the Undersigned Affiant, hereinafter "Affiant," does hereby solemnly affirm, declare and state as follows:

1. Affiant is competent to state the matters set forth herewith.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct and complete in accordance with Affiant's best firsthand knowledge and understanding.
4. Affiant has firsthand knowledge and was present at the 29 July 2010 final hearing.
5. Affiant was present and heard Judge James O. Spence tell Demetric Hayes that he needed to be represented by a licensed South Carolina attorney.
6. Demetric Hayes nor was Affiant allowed to speak at the 29 July 2010 final hearing.
7. Demetric Hayes never went through the swinging doors to begin the 29 July 2010 final hearing.
8. A court reporter wasn't present at the 29 July 2010 hearing.
9. Affiant first knowledge of a lawsuit was the 29 July 2010 notice of a final hearing which was received by U.S. mail.
10. Affiant nor anyone residing a 232 Edinfield Ct. Gaston South Carolina were ever served with a summons and complaint.
11. Affiant was present when Demetric Hayes was denied due process of law and deprived of his constitutional rights on 29 July 2010 at the first final hearing.

CCANNED

FILED

Carla Marshall the living woman

2014 MAR 10 P 4:47
JURAT

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

STATE OF SOUTH CAROLINA

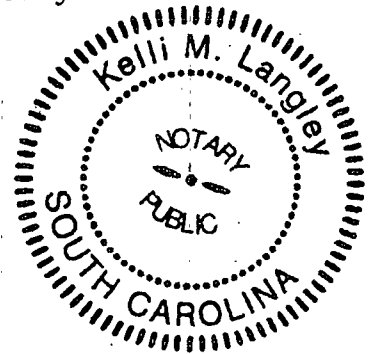
COUNTY OF RICHLAND

Subscribed and affirmed by Carla Marshall personally known to me, or proved to me on the basis of satisfactory evidence before me, this 10th day of March, 2014.

Autograph: Kelli M. Langley Notary

My Commission Expires: 5/12/18 (SEAL)

Address: 1098 Garner Ferry Rd.
Columbia, SC 29209



SCANNED

STATE OF SOUTH CAROLINA

IN THE COURT COMMON PLEAS

COUNTY OF LEXINGTON

FOR THE ELEVENTH JUDICIAL CIRCUIT

JPMorgan Chase Bank, National
Association, Successor by Merger to Chase
Home Finance, LLC s/b/m to Chase
Manhattan Mortgage Corporation,

Case No. 2010-CP-32-00669

Plaintiff

vs.

Demetric Hayes

Defendant.

ORIGINAL

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

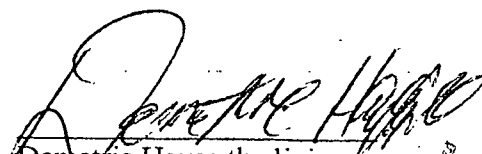
2014 MAR 10 P 4:47

FILED

AFFIDAVIT OF FACT

I Demetric Hayes, the Undersigned Affiant, hereinafter "Affiant," does hereby solemnly affirm, declare and state as follows:

1. Affiant is competent to state the matters set forth herewith.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct and complete in accordance with Affiant's best firsthand knowledge and understanding.
4. Plaintiff failed to notify the Veterans Administration of their intent to foreclose according to Federal regulation 38 C.F.R. 36.4317.
5. The plaintiff's predecessor deposited and monetized affiant's promissory note without providing any valuable consideration.
6. The plaintiff and its predecessor violated Generally Accepted Accounting Principles.
7. The plaintiff nor its predecessor risked or lost nothing.
8. The documents the plaintiff and its predecessor along with their attorneys are base from hearsay and computer generated paperwork. I have requested since 2009 to present the original wet ink note, bookkeeping entries and master ledger. Their has not been one document presented. Therefore, base on plaintiff's lack of reproduction they are not the holder in due course or the real party of interest.


Demetric Hayes the living man

SCANNED

JURAT

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

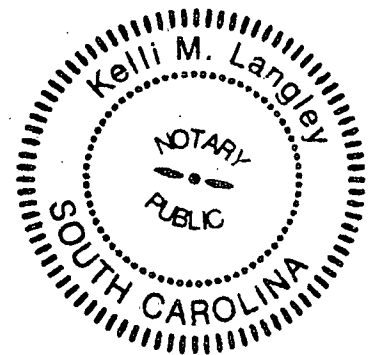
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2014 MAR 10 P 4:47
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Subscribed and affirmed by Demetrie Naye personally known to me, or proved
to me on the basis of satisfactory evidence before me, this 10th day of March, 2014.

Autograph: Kelli M. Langley Notary

My Commission Expires: 5/12/18 (SEAL)

Address: 6098 Gamers Ferry Rd.
Columbia, SC 29209



SCANNED

STATE OF SOUTH CAROLINA

IN THE COURT COMMON PLEAS

COUNTY OF LEXINGTON

FOR THE ELEVENTH JUDICIAL CIRCUIT

JPMorgan Chase Bank, National
Association, Successor by Merger to Chase
Home Finance, LLC s/b/m to Chase
Manhattan Mortgage Corporation,

Case No. 2010-CP-32-00669

Plaintiff

vs.

Demetric Hayes

Defendant.

ORIGINAL

BETH A. CARRICO
CLERK OF COURT
LEXINGTON SC

2014 MAR 10 P 4:48

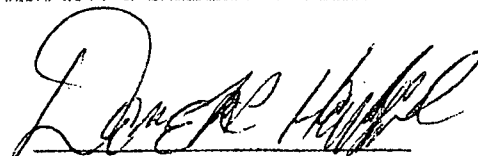
FILED

AFFIDAVIT OF FACT

"Deprivation of constitutional rights"

I Demetric Hayes, the Undersigned Affiant, hereinafter "Affiant," does hereby solemnly affirm, declare and state as follows:

1. Affiant is competent to state the matters set forth herewith.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct and complete in accordance with Affiant's best firsthand knowledge and understanding.
4. Affiant was denied due process of law and deprived of his constitutional rights on 29 July 2010 at the first final hearing when told by Judge James O. Spence that he could not represent himself in the state of South Carolina.
5. Affiant was told by Judge James O. Spence that he needed a licensed South Carolina attorney to represent him.
6. Affiant was not allowed to speak on his own behalf.
7. Affiant never went through the swinging doors to begin the hearing.
8. A court reporter wasn't present at the 29 July 2010 hearing.
9. Affiant first knowledge of a lawsuit was the 29 July 2010 notice of a final hearing which was received by us mail.
10. Affiant nor anyone residing a 232 Edinfield Ct. Gaston South Carolina were ever served with a summons and complaint.


Demetric Hayes the living man

SCANNED

JURAT

FILED

STATE OF SOUTH CAROLINA }
COUNTY OF LICHLAND }

2014 MAR 10 P 4:48

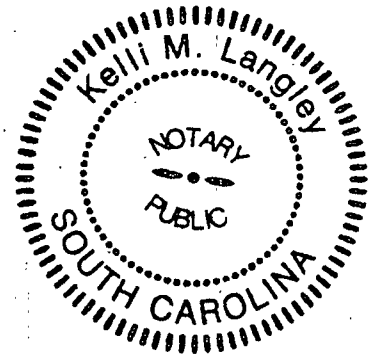
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

Subscribed and affirmed by Dwight C. Hayes personally known to me, or proved
to me on the basis of satisfactory evidence before me, this 10th day of March, 2014.

Autograph: Kelli M. Langley Notary

My Commission Expires: 5/12/18 (SEAL)

Address: 12098 Garners Ferry Rd.
Columbia, SC 29209



SCANNED

STATE OF SOUTH CAROLINA

IN THE COURT COMMON PLEAS

COUNTY OF LEXINGTON

FOR THE ELEVENTH JUDICIAL CIRCUIT

JPMorgan Chase Bank, National
Association, Successor by Merger to Chase
Home Finance, LLC s/b/m to Chase
Manhattan Mortgage Corporation,

Case No. 2010-CP-32-00669

Plaintiff

vs.

Demetric Hayes

Defendant.

ORIGINAL

BETH A. CARRIGO
CLERK OF COURT
LEXINGTON SC

2014 MAR 10 P 4:48

FILED

AFFIDAVIT OF FACT

I Demetric Hayes, the Undersigned Affiant, hereinafter "Affiant," does hereby solemnly affirm, declare and state as follows:

1. Affiant is competent to state the matters set forth herewith.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct and complete in accordance with Affiant's best firsthand knowledge and understanding
4. The plaintiff or its predecessor has not presented any evidence proving that they are in possession of the note.
5. The plaintiff or its predecessor has not presented any evidence proving that they are in possession of the mortgage.
6. The plaintiff or its predecessor has not presented any evidence proving that they are the holder in due course.
7. The plaintiff or its predecessor has not presented any documents proven that they are the real party of interest.
8. The plaintiff was not a party to the lawsuit when it was filed in 2010.
9. The plaintiff has not incurred any financial loss or actual damages.
10. The plaintiff or its predecessor has not presented any evidence proving that they are in possession of the title.
11. There are no chain of assignments naming Chase Home Finance LLC or JP Morgan Chase Bank, N.A..
12. There are no liens on the property.

WH

SCANNED

FILED

Demetric Hayes
Demetric Hayes the living man

2014 MAR 10 PM 4:48

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

STATE OF SOUTH CAROLINA

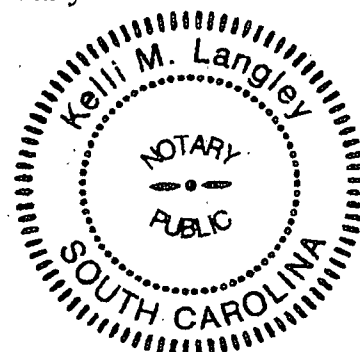
COUNTY OF RICHLAND

Subscribed and affirmed by Demetric Hayes personally known to me, or proved to me on the basis of satisfactory evidence before me, this 10th day of March, 2014.

Autograph: Kelli M. Langley Notary

My Commission Expires: 5/12/18 (SEAL)

Address: 6098 Garners Ferry Rd.
Columbia, SC 29209



SCANNED

STATE OF SOUTH CAROLINA

IN THE COURT COMMON PLEAS

COUNTY OF LEXINGTON

FOR THE ELEVENTH JUDICIAL CIRCUIT

JPMorgan Chase Bank, National
Association, Successor by Merger to Chase
Home Finance, LLC s/b/m to Chase
Manhattan Mortgage Corporation,

Case No. 2010-CP-32-00669

Plaintiff

vs.

Demetric Hayes

Defendant.

ORIGINAL

BETH A. CARRIG
CLERK OF COURT
LEXINGTON SC

2010 MAR 10 P 4:48

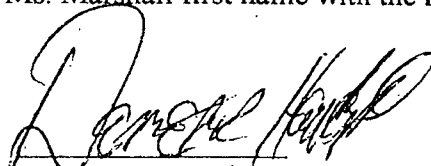
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AFFIDAVIT OF FACT

Non- service

I Demetric Hayes, the Undersigned Affiant, hereinafter "Affiant," does hereby solemnly affirm, declare and state as follows:

1. Affiant is competent to state the matters set forth herewith.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct and complete in accordance with Affiant's best firsthand knowledge and understanding.
4. Neither affiant nor any person residing at 232 Edinfield Ct. Gaston, South Carolina ever served on 16 March 2010.
5. Affiant wasn't at residence on 16 March 2010.
6. Carla Marshall wasn't at residence on 16 March 2010.
7. Alleged affidavit of service started spelling Ms. Marshall first name with the letter "K" instead of the letter "C".


Demetric Hayes the living man

W/H

SCANNED

JURAT

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

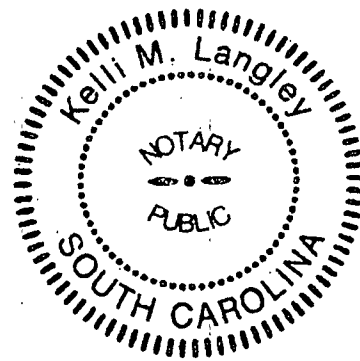
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2014 MAR 10 P 4:48
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

Subscribed and affirmed by Demetric May personally known to me, or proved
to me on the basis of satisfactory evidence before me, this 10th day of March, 2014.

Autograph: Kelli M. Langley Notary

My Commission Expires: 5/12/18 (SEAL)

Address: 6098 Gervus Ferry Rd.
Columbia SC 29209



SCANNED

ORIGINAL

21 January 2014

Demetric Hayes
232 Edinfield Court
Gaston, S.C. 29053

Albert J. Dooley, Jr., Esq.
The Dooley Law Firm, P.A.
218 East Main Street
Lexington, S.C. 29072

Re: JP Morgan Chase et al. v. Demetric Hayes
Case No. 10-CP-32-00669

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CLERK OF COURT
LEXINGTON, SC

JAN 21 11 20 05

Dear Mr. Dooley:

As the defendant in the above referenced matter, it has come to my attention that you have been appointed a special referee by the Honorable Edgar W. Dickson, Judge of the First Judicial Circuit Court. As the special referee, I think it is important that you know that there is a federal proceeding on this same matter, which would jurisdiction over this case. (Case #3:13-cv-01884-JFA-SVH)

In July of last year, I filed a civil lawsuit against JP Morgan Chase Bank N.A. and their attorneys, Butler and Hosch, P.A. Both parties violated my civil rights. The original loan was through the Veteran's Administration and under federal law, any bank having a Veteran Administration's loan is required to notify the Veteran's Administration of any intention to foreclose under 38 C.F.R. 36.4317 and related federal regulations. I dispute all claims that JP Morgan Chase Bank is the actual holder of the original bank note. **If Chase was the real party of interest, why would they have to substitute plaintiff?** (Carpenter v. Longan, 83 U.S. 271, 16 Wall. 271, 21 L. Ed. 313 (1872). The burden of proof lies on the plaintiff to prove standing. Without standing there is no jurisdiction. To this date, there hasn't been one single document presented to the courts to prove standing. JP Morgan Chase Bank N.A. has violated federal law by not notifying the Veteran's Administration of their intention to foreclose pursuant to the original bank note.

This case is currently being litigated in the United States District Court for South Carolina and is ongoing. As an attorney, you are well aware that in matters of federal questions, the federal courts have jurisdiction when the parties are from different states and the matter involves a value of more than \$75,000.00. As an attorney, you also know that when federal and state courts are handling legal matters concurrently, the federal courts take precedence. State court never had subject-matter jurisdiction over this matter and shouldn't have ever been allowed to be filed.

SCANNED

Very truly yours


Demetric Hayes

Cc:

SC Secretary of State Office
1205 Pendleton Street Suite 525
Columbia, South Carolina 29201

The Honorable Edgar W. Dickson
205 East Main Street, Suite 146
Lexington, South Carolina 29072

Mary M. Caskey, Esq.
Haynesworth Sinkley Boyd Law Firm P.A.
1201 Main Street, Suite 2200
Post Office Drawer 11889 (29201-1889)
Columbia, South Carolina 29201

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CLERK OF COURT
LEXINGTON, SC

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KH

5 February 2014

Demetric Hayes
232 Edinfield Ct.
Gaston, SC 29053

The Honorable Alan Wilson
P.O. Box 11549
Columbia, SC 29211

CLERK OF COURT
LEXINGTON, SC

Formal Complaint

To Whom It May Concern:

This is a formal complaint against Judge Edgar W. Dickson for Judicial misconduct and violations of my **constitutional and civil rights**. On January 6, 2014 I appeared before Judge Dickson at the Lexington County Courts to hear at the Plaintiff's request, their motion to refer the foreclosure hearing case #2010-cp-32-00669 to special referee Attorney Albert Dooley of Lexington. We were also there to hear my Motion to Vacate Judgment for failure to properly execute service on defendant. I informed Judge Dickson that I have a federal lawsuit (case# 3:13-cv-01884-JFA-SVH) currently pending in South Carolina District court. Judge Dickson seemed very surprised to hear that. It was very apparent that Judge Dickson didn't take the time to review the facts of the case file for it would have revealed that I was deprived **due process of law**. If he did, he would have dismissed the case due to lack of evidence and failure to serve summons and complaint on the behalf of the plaintiff's attorney.

They have failed to produce any evidence to support continuing with this case for several reasons. JP Morgan Chase Bank N.A. nor Chase Home Finance LLC, **GAYE NOTICE TO THE VETERANS ADMINISTRATION OF THEIR INTENTIONS TO FORECLOSE. (38 C.F.R. 36.4317)**, which is a violation of federal law. Also, the amount in question exceeds \$75,000. The amount in question is \$141,169.89 alleged by the plaintiff's attorney. This gives federal court jurisdiction over this matter. I mentioned this fact on the record but it was apparently ignored. Judge Dickson asked attorney Caskey for supporting documents for her claim. She replied that she didn't have any paperwork because everything in their office is done by computer and there weren't any physical documents. Once again, the plaintiff has failed to prove standing. This has been a key fact that was ignored by Judge Spence, whom has since recused himself, and now Judge Dickson has followed suit. But continue to ignore my documents which contain law and facts.

I presented to him 2 affidavits. One was a complaint and charging sheet affidavit (statement of facts by affidavit) and the other was an affidavit of non-service from Carla

Marshall. Who on the record stated that it wasn't possible for her to have been served because she was out of town. Judge Dickson asked me if I know that there was an order signed and I said I didn't know anything about an order until 2012. He asked me what happened at the 2010 hearing and I told him that I was denied my civil rights to represent myself, so how can an order be signed when no case was held. Judge Spence **deprived my right to due process of law** which is protected by the Bill of Rights (5th Amendment) and told me that I had to be represented by a licensed South Carolina attorney. And that I needed to find one. He then told me to leave. So I don't know what took place once I left the room. So, in actuality there wasn't a hearing because I never went through the swinging doors to be heard. Judge Dickson then asked the plaintiff's attorney Mrs. Mary Caskey if there was proof (certificate of service) that I was served with the order and she said she didn't know. She later told Judge Dickson in a letter that she spoke with attorney Genevieve S. Johnson of the Law Firm of Butler and Hosch. Attorney Genevieve S. Johnson told her that serving orders isn't a practice of Butler and Hosch and they had no record of it.

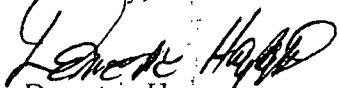
The reason why there isn't any record of it is because it doesn't exist. There wasn't a order signed in 2010 nor 2011. The unlawful order wasn't signed until 2012 when Judge Spence granted the law firm of Butler and Hosch a substitution of plaintiff without proof of being the real party of interest (standing). The plaintiff's attorneys seem accustomed to the courts just handing property over to them without the proper documents to do so. I'm sure that is the way it works because they are not use to defendants standing up for their rights. The Supreme Court has made it clear that the burden of establishing standing rests on the plaintiff. Standing must exist on the date the complaint is filed and throughout the litigation. So how could JP Morgan Chase Bank N.A. or Chase Home Finance LLC claim damages when they haven't proven standing. Just saying that you are in possession of the note and mortgage doesn't mean you are. There is no chain of assignments. I have been requesting these documents since 2008 and have yet been allowed to inspect them.

I have raised all of these concerns to Judge Dickson and he just like Judge Spence has ignored each and every one of them. This court is continuing to allow state and federal laws to be violated while **depriving me of my constitutional and civil rights**. Judge Dickson should have dismissed this case for lack of stand. He should not have appointed special referee. Attorney Albert Dooley is a member of the South Carolina Bar Association which I have filed complaints through concerning this matter. Mr. Dooley has had a business relationship with the plaintiff JP Morgan Chase Bank N.A. through closings on their behalf, which is a conflict of interest.

I have filed complaints with the Disciplinary Counsel. They have claimed to have done an investigation but each time has failed to involve or question me or they will say that they don't have jurisdiction over judges to do anything concerning this matter. No investigator has ever contacted me. No proof has ever been provided that any investigation has ever taken place. I have reason to believe that no investigation has ever been conducted. This is evident because I have provided more than enough evidence to support my complaints of **repeated constitutional and civil rights violations** but it isn't

reflected from the results of their alleged investigations. I will not only be relying on this office for justice in this matter.

Sincerely,


Demetric Hayes

FILED

5 November 2010

2012 JUL -2 A 2:06

Case No: 2010-cp-32-00669

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

ORIGINAL

Demetric Hayes
232 Edinfield Ct.
Gaston, SC 29053

Chase Home Finance
3415 Vision Drive
Columbus, OH 43219-6009

Account Number: 1823036730

To Whom It May Concern:

I understand that under Section 6 of RESPA you are required to acknowledge my request within 20 business days and must try to resolve the issue within 60 business days. Please treat this letter as a "qualified written request" under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e). Please forward the following information.

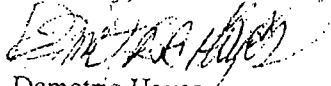
1. All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review my mortgage account may properly conduct their work.
2. All assignments, transfers, allonges, or other document evidencing a transfer, sale or assignment of my mortgage, deed of trust, promissory note or other document that secures payment by me to my obligation in this account from the inception of my loan to the present date including any such assignments on MERS.
3. All records, electronic or otherwise, of assignments of my mortgage, promissory note or servicing rights to my mortgage including any such assignments on MERS.
4. All deeds in lieu, modifications to my mortgage, promissory note or deed of trust from the inception of my loan to the present date.
5. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicer of my account for payment of any monthly payment, other payment, escrow charge, fee or expense on my account.

6. All escrow analyses conducted on my account from the inception of my loan until the date of this letter.
7. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on my disclosure statement including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
8. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on my account.
9. All letters, statements and documents sent to me by your company.
10. All letters, statements and documents sent to me by agents, attorneys or representatives of your company.
11. All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your loan file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicer, servicer, attorney or other representative of your company.
12. All letters, statements and documents contained in my loan file or imaged by you, any servicer or sub-servicers of my mortgage from the inception of my loan to present date.
13. All electronic transfers, assignments, sales of my note, mortgage, deed of trust or other security instrument.
14. All copies of property inspection reports, appraisals, BPO's and reports done on my property.
15. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to my mortgage account from the inception of my loan to the present date.
16. All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to my mortgage account from the inception of my loan to the present date.
17. All agreements, contracts and understandings with vendors that have been paid for any charge on my account from the inception of my loan to the present date.
18. All loan servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, loan histories, accounting records, ledgers, and documents that relate to the accounting of my loan from the inception of my loan until present date.

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BETH A. CARR
CLERK OF COURT
LEXINGTON

19. All loan servicing transaction records, ledgers, registers and similar items detailing how my loan has been serviced from the from the inception of my loan until present date.

Sincerely,


Demetric Hayes

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2012 JUL -2 A 2:06
BETH A. CARRIGS
CLERK OF COURT
LEXINGTON SC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE ELEVENTH JUDICIAL
 COUNTY OF LEXINGTON) CIRCUIT

JPMORGAN CHASE BANK, NATIONAL) Case No.: 2010-CP-32-00669
 ASSOCIATION SUCCESSOR BY)
 MERGER TO CHASE HOME FINANCE)
 LLC S/B/M TO CHASE MANHATTAN)
 MORTGAGE CORPORATION.)

) Plaintiffs

) TRANSCRIPT

-vs-) OF

) TESTIMONY

DEMETRIC HAYES,)

) Defendant.)

Before Albert J. Dooley, Jr., Special Referee, at the
 Marc Westbrook Judicial Center, Lexington County
 Courthouse, Courtroom 2-A, 205 E. Main Street,
 Lexington, South Carolina, on Thursday, March 13th, 2014,
 commencing at 10:02 a.m.

INDEX TO EXAMINATIONS:

(No examinations)

INDEX TO EXHIBITS:

(No exhibits marked)

- 3 -

APPEARANCES

For the Plaintiff: Haynsworth, Sinkler & Boyd, P.A.
 By: James Y. Becker, Esquire
 for Mary M. Caskey, Esquire
 1201 Main Street, 22nd Floor
 Post Office Box 11889
 Columbia, SC 29211

For the Defendant: Demetric Hayes, Pro Se

- 2 -

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JUL 03 2014

SC Court of Appeals

1 BAILIFF: Court is in session.
2 Everybody is here, I assume. Just have a
3 seat.
4 SPECIAL REFEREE: Good morning. My
5 name is Albert J. Dooley, Jr., and we are
6 here pursuant to an Order of Reference
7 appointing me as Special Referee by Ed
8 Dickson, Judge Ed Dickson, dated January
9 31st of this year. The Order of Reference
10 has asked me to make a finding of fact
11 regarding a Defendant's Motion to Vacate
12 the Judgment for Failure to Properly
13 Execute Service and for the purpose of
14 making appropriate findings of fact and
15 conclusions of law with authority to enter
16 a final judgment on the above action.
17 I would like to go over a few
18 housekeeping rules today. Let's see, for
19 the Plaintiff, Mr. Becker?
20 MR. BECKER: Yes, sir.
21 SPECIAL REFEREE: Okay. And are you
22 Mr. Hayes?
23 MR. HAYES: Yes, sir.
24 SPECIAL REFEREE: Okay. All right.
25 So we have the Defendant, Mr. Hayes, here

- 4 -

1 and the Plaintiff represented by Mr.
2 Becke.
3 A few housekeeping rules. I would ask
4 that no one interrupt either party while
5 they are speaking. I will give ample time
6 for everybody to speak.
7 Today we are here on a very limited
8 purpose, for a very limited purpose, being
9 basically two matters.
10 Are there any questions? All right.
11 Hearing none, Mr. Hayes, I believe it is
12 your Motion to Vacate that we are here on
13 and I'd hear from you at this time.
14 MR. HAYES: Yes, sir. The reason why
15 I'm asking for a Motion to Dismiss on the
16 grounds that I was never served a Summons
17 and Complaint, number one. There was -
18 well, there is an Affidavit submitted by
19 an officer of Lexington County that said
20 he served someone at my residence. It
21 wasn't me, it wasn't the person that he
22 claimed to have served, and proof of that
23 is by - I have an Affidavit by the person
24 that it was claimed to be served, I
25 submitted an Affidavit myself, and, also,

- 5 -

1 there's an Affidavit of Non-Service that
2 the processor attempted six times, six
3 times on different days to serve
4 documentation and -- that, that's just one
5 of the reasons.
6 Another reason why this judgment
7 should be vacated is because, number one,
8 before a lawsuit can even go forward when
9 dealing with a - this is Veteran, VA-
10 backed loan and before you can initiate
11 any foreclosure procedures, before a
12 lawsuit can even be filed, you have to
13 give notice to the Department of Veteran
14 Affairs letting them know. I have it
15 here. Letting them know - it's under 38,
16 Title 38CFR3643, dash, 17, which is notice
17 to the Veteran Affairs that you intend to
18 foreclose and that was not initiated.
19 That was not done because it has to be
20 done by a certified letter to the
21 Secretary of Veteran Affairs. This was
22 not done at all.
23 From the beginning this, this claim
24 should have never been allowed to go
25 forward. It's a fraudulent claim because

- 6 -

1 you can't, you just can't do what you want
2 to do because that's a law, that's a
3 federal law. They are in violation of
4 federal law by not letting the VA,
5 Veteran's Administration know of their
6 intent. But somehow some error has
7 occurred that they was allowed to do this.
8 Number two, I haven't received any
9 documentations through this whole process
10 that JPMorgan Chase is the real party of
11 interest. There's no documentation in the
12 court file. I never received
13 documentation. You just can't say that
14 you are the holder of a note and mortgage
15 in due course without providing any proof
16 and I have yet to see any, okay?
17 JPMorgan Chase was not a party to the
18 lawsuit when the lawsuit was initiated.
19 The lawsuit was initiated back in 2010.
20 JPMorgan Chase was not even a party
21 nowhere - whatsoever. Their successor,
22 which is Chase Home Finance, LLC, was not
23 a party either. They claimed that they -
24 they claimed that they apparently merged,
25 whatever the case may be. And the last

- 7 -

1 time I was here in court back in January
2 the Plaintiff's attorney, Mrs. Mary
3 Caskey, she stated that there wasn't a
4 merger. I mean, excuse me, there wasn't a
5 merger because - the only thing that
6 happened was Chase Manhattan Mortgage
7 changed their name to Chase Home Finance,
8 which is not true. She said -- she stated
9 that there wasn't any - no reason to
10 merge. They didn't file any assignments
11 or anything like that because they was
12 already one company, the same company as
13 it was before, they just changed the name.
14 That's not true. Chase Home Finance is a
15 different company than Chase Home, LLC,
16 but she stood in court in the other
17 courtroom and stated that, okay?
18 Now, I haven't seen any, any evidence
19 at all that what she stated is true, that
20 they were the same company, but yet their
21 paperwork disclosed that there was a
22 merger. Well, if you were the same
23 company you wouldn't have to merge because
24 you're just changing your name. There's
25 no need to merge if that was the case

- 8 -

1 But, of course, that was not the case,
2 okay?
3 They did a lot of just - let's see
4 here. Okay. In the transcripts I have
5 here where Judge Spence stated that
6 there's certain things, certain
7 documentations, that he has to have before
8 he can move forward with a lawsuit and
9 this didn't take place.
10 Number one, they should have had
11 something from the VA, from the Secretary
12 of the VA, stating to some affect that
13 they gave notice to the Department of
14 Veteran Affairs. That never happened. So
15 they didn't have that. You can't move
16 forward without that; that's federal law.
17 Like I said, Title 38CFR3643 - I'm sorry,
18 36, dash, 4317, okay? But he said - he
19 stated that he had everything that he's
20 supposed to have before moving forward
21 with a lawsuit. He said you lay
22 everything out on the table and make sure
23 everything is presented that needs to be
24 there, okay? He said the assignments was
25 there; he said that he had a copy of the.

- 9 -

1 of the mortgage, which I disputed that
2 because the copy that was presented to me
3 it didn't bear my signature. I received
4 documentation by request - I have letters
5 where I requested from Chase but the note
6 - they sent me paperwork, a note, with
7 someone else's name on it. My address,
8 everything was the same, my address but
9 someone else's name. This was back in,
10 I'm gonna say it was 2008. Right then I'm
11 confused, what's going on here, okay?
12 But, like I said, getting back to what
13 Judge Spence said. The assignments, the
14 note, all - everything that was supposed
15 to be there he's claimed that was there,
16 okay? Including the assignments. Well,
17 there's documentation right here where he
18 said it in the transcripts and right here
19 - this is - let's see here. This is a
20 filing - this is a filing here that was
21 filed in federal court because this case
22 is also a federal case that's been filed
23 pertaining to this, this very, this very
24 case here because I initiated a lawsuit
25 because of fraud, failure to notice the
- 10 -

1 VA. But here in the Affidavit - I'm
2 sorry, not the Affidavit, but in the
3 presentment the Plaintiff's attorney
4 stated that they didn't have to file an
5 Affidavit but Judge Spence said that -
6 I'm sorry, they didn't have to file
7 assignments. But Judge Spence claimed
8 that the assignments were there.
9 And they also - at the last hearing
10 they also stated that they didn't have to
11 file assignments but Judge Spence said the
12 assignments were there. So which one is
13 it? Were the assignments there, like
14 Judge Spence claimed, or the Plaintiff
15 never filed assignments? There's no,
16 there's no record that any assignments
17 were ever filed. None. There's no
18 evidence of that.
19 I have a Power of Attorney here back
20 in, back from May the 21st, 2012 revoking
21 any, any Power of Attorney that JPMorgan
22 Chase may claim they have. So I, I
23 really, you know, don't understand how all
24 of this was able to take place and happen
25 because, you know, there's no, there's no
- 11 -

1 paper - they don't have anything filed.
2 I also have here an Affidavit of
3 Discovery which states - I mean, I don't
4 know if you want to take a look at this
5 yourself, it's pretty lengthy here. If
6 you want to review this, sir?
7 SPECIAL REFEREE: I'd like to get a
8 copy. You can mail it to me later will be
9 fine or I can get a copy made today.
10 MR. HAYES: Okay.
11 SPECIAL REFEREE: Can we do that?
12 COURT CLERK: Yes, sir.
13 MR. HAYES: It will clearly show that
14 the Plaintiff's claims are fraudulent
15 claims.
16 SPECIAL REFEREE: Anything else?
17 MR. HAYES: That's it for right now
18 but I'm sure I'll have something else,
19 sir.
20 SPECIAL REFEREE: All right. This is
21 a court of equity, Mr. Hayes, and
22 therefore there's latitude given and so
23 since this is non-jury I had a question,
24 if you don't mind answering. I'll just
25 like to ask you a couple of questions, if
- 12 -

1 you don't mind, okay? Since I'm the last
2 girl to the dance I want to ask just a
3 couple questions.
4 MR. HAYES: Okay.
5 SPECIAL REFEREE: When did you buy
6 this house? What year?
7 MR. HAYES: 2004.
8 SPECIAL REFEREE: Okay. Do you live
9 in the house?
10 MR. HAYES: Yes.
11 SPECIAL REFEREE: And so between 2004
12 and sometime in two thousand, I'm going to
13 guess, nine, eight or nine, did you make
14 all the payments?
15 MR. HAYES: Yes.
16 SPECIAL REFEREE: Who did you make
17 those payments to?
18 MR. HAYES: Chase Manhattan Mortgage.
19 That I was aware of. If payments went
20 anywhere else I wasn't made aware of it
21 because that's who I dealt with and nobody
22 ever said anything different to me.
23 Excuse me, Your Honor, may I?
24 SPECIAL REFEREE: Well, let me ask my
25 questions before I get offline here. Did
- 13 -

1 you go to a closing physically?
2 MR. HAYES: Yes.
3 SPECIAL REFEREE: Okay. Was it in an
4 attorney's office?
5 MR. HAYES: Yes.
6 SPECIAL REFEREE: Who is - when did
7 you first hear about Chase Home Finance,
8 LLC, Chase Home Loans? When did you first
9 hear of any of these?
10 MR. HAYES: Chase Home Finance? Chase
11 Home Loans?
12 SPECIAL REFEREE: Yes, you mentioned
13 those two companies and they are listed in
14 the pleadings. When did you first hear of
15 these? Did you make any payments to them?
16 Did you receive any notice in the mail
17 about the loan being transferred?
18 MR. HAYES: No, I never knew the loan
19 was transferred because - I never knew
20 anything about that. That's why this,
21 this supposed Summons and Complaint, I
22 didn't know anything about a Summons and
23 Complaint until I received a Notice of
24 Final Hearing in 2010.
25 SPECIAL REFEREE: Were you in default
- 14 -

1 at the time when you received the Notice
2 of Hearing? Had you made your payments?
3 MR. HAYES: Yes.
4 SPECIAL REFEREE: You were not in
5 default? You had made all the payments?
6 MR. HAYES: Yes.
7 SPECIAL REFEREE: Have you made them
8 since then?
9 MR. HAYES: No.
10 SPECIAL REFEREE: Okay. And are you
11 still in the home?
12 MR. HAYES: Yes.
13 SPECIAL REFEREE: All right. So when
14 you received notice your statement is
15 that, that you were completely current on
16 your mortgage payments at that time?
17 MR. HAYES: When I received the Notice
18 of Final Hearing?
19 SPECIAL REFEREE: No, when you
20 received the first Notice of Default.
21 When you received a letter saying you're
22 behind on your payments or we're going to
23 foreclose. Did you receive any
24 correspondence like that?
25 MR. HAYES: Yes. Yes, I did.
- 15 -

1 SPECIAL REFEREE: Okay. When was
2 that? Do you remember? 2009
3 approximately, maybe? 2010? I'm not
4 trying to put words in your mouth, I'm
5 just trying to understand.
6 MR. HAYES: I would say sometime
7 around 2009, somewhere in that range.
8 SPECIAL REFEREE: That makes sense.
9 So, so for the last - and so in 2009
10 that's the last time you had made a
11 payment?
12 MR. HAYES: Yes.
13 SPECIAL REFEREE: All right. And now
14 all the payments - your, your statement
15 is that all of the payments that you have
16 made were made to Chase Manhattan
17 Mortgage?
18 MR. HAYES: Yes.
19 SPECIAL REFEREE: Okay. What else?
20 Do you have anything else before I hear
21 from the Plaintiff? And I'll give you an
22 opportunity to rebut.
23 MR. HAYES: Okay.
24 SPECIAL REFEREE: All right. Anything
25 else?

- 16 -

1 have prevented him from participating in
2 earlier proceedings.
3 If I could just - he has also served
4 apparently -- and I don't have a copy of
5 this because it went to our Columbia
6 office. I live in Columbia, I just
7 happened to be in Charleston last night
8 and had to spend the night there, but I
9 haven't had a chance to get by there this
10 morning so I haven't seen these discovery
11 requests, but he's also issued discovery
12 requests on the Plaintiff.
13 We would ask that Your Honor - we
14 would request that the court order that
15 Chase not be required to respond to those
16 discovery requests; that they be quashed.
17 And so any order that the Court might
18 enter as a result of this hearing we would
19 ask for that relief.
20 Finally, let me deal just briefly with
21 the issue of the Plaintiff's standing to
22 bring this action. I'll point out again
23 that that is already an established
24 judicial fact. Judge Spence's earlier
25 order granting Chase authority to

- 19 -

1 MR. HAYES: I'll wait -
2 SPECIAL REFEREE: I'm sorry? -
3 MR. HAYES: I'll wait to make a -
4 SPECIAL REFEREE: Okay. Mr. Becker,
5 do you have a response?
6 MR. BECKER: Yes, sir, Your Honor.
7 Your Honor, we've, of course, submitted a
8 fairly lengthy Memorandum with a lot of
9 exhibits in opposition to Mr. Hayes'
10 Motion to Vacate the Judgment under Rule
11 60(b)(3). I'll just point out that the
12 standard for setting aside a judgment is
13 intrinsic, extrinsic fraud which prevents
14 Mr. Hayes from participating in his
15 defense. There's been no such showing.
16 In fact, the evidence demonstrates the
17 exact opposite. He's had an opportunity
18 to come in and participate and has been
19 present at every hearing. His arguments
20 are well set forth on numerous transcripts
21 of hearings in front of Judge Spence.
22 He's here again today seeking to upset a
23 final judicial order of Judge Spence in
24 which he has found that Mr. Hayes was in
25 default; that Chase - that the Plaintiff

- 17 -

1 foreclose just intrinsically finds that
2 this Plaintiff has standing to bring this
3 claim. Chase Manhattan Mortgage
4 Corporation was previously a subsidiary of
5 JPMorgan Chase Bank National Association.
6 It was merged into another subsidiary of
7 JPMorgan Chase Bank National Association,
8 which was Chase Home Finance, LLC, and
9 then pursuant to an order of the Federal
10 Reserve subsidiaries such as Chase Home
11 Finance, LLC were all merged into the
12 actual National Bank. That's something
13 that happened to all major national banks
14 as a result of the legislative and
15 regulatory changes that occurred after the
16 Great Recession. So there's nothing
17 unusual about any of that. It's all a
18 documented fact. There are orders that
19 appear on the Federal Reserve's website
20 that order these kinds of mergers.
21 There's no need for any assignment
22 when - in the context of these mergers of
23 the note and mortgage. And, in fact, just
24 to resolve any, any concern about standing
25 to sue and to bring this foreclosure

- 20 -

1 in this case, JPMorgan Chase Bank, NA, had
2 the full right and authority to move
3 forward and foreclose on this loan and he
4 has in fact ordered that foreclosure.
5 There's no demonstration that
6 extrinsic fraud has prevented Mr. Hayes
7 from participating in the proceedings that
8 led to that final judicial order. It
9 deserves finality and it deserves to be
10 upheld. It should not be set aside, it
11 should be enforced.
12 We did receive some Affidavits in this
13 morning's mail and I assume those will be
14 made available to the Court. Because I
15 was driving in from Charleston this
16 morning I haven't had a chance to read
17 them in detail, but they appear to make -
18 just repeat the same arguments that have
19 been made in all of these various hearings
20 that are on the record. And the
21 transcripts of which are attached to our
22 Memorandum in Opposition to his Motion to
23 Vacate. So I don't believe there is
24 anything new there either and none of it
25 demonstrates extrinsic fraud that would

- 18 -

1 action, I have with me the actual original
2 Note and Mortgage, which I'm prepared to
3 make available to the Court and to Mr.
4 Hayes for inspection. The notes are
5 commercial paper and possession of the
6 Note and Mortgage demonstrates standing to
7 sue so I have those here with me and can
8 make them available for inspection.
9 SPECIAL REFEREE: If you don't mind,
10 let him make a copy for Mr. Hayes and for
11 myself, please.
12 MR. BECKER: Yes, sir.
13 SPECIAL REFEREE: Mr. Becker, if I
14 could ask - are you -
15 MR. BECKER: That's all I have, Your
16 Honor.
17 SPECIAL REFEREE: If I could ask just
18 one question. Can you speak briefly to
19 the statement made by Mr. Hayes regarding
20 the requirement for notice to the VA?
21 MR. BECKER: I don't - I can't speak
22 specifically to that, Your Honor. I would
23 like to -- if he would repeat again what
24 section of the Code he's relying on.
25 Maybe if we take a break I could go out

- 21 -

1 and have someone research that issue and
2 report back to you.
3 SPECIAL REFEREE: Mr. Hayes, I'm going
4 to quote you, if this is okay. If I'm
5 wrong please tell me. I believe you said
6 it was 38CFR3643-17.
7 MR. HAYES: Yes. 36, dot, 4317. And
8 that's the notice of with intent - notice
9 of intent to foreclose.
10 SPECIAL REFEREE: Okay. 38CFR364317?
11 MR. HAYES: Yes.
12 SPECIAL REFEREE: All right.
13 MR. BECKER: I can have someone take a
14 look at that.
15 MR. HAYES: I have documentation right
16 here where it states "Notice of Intent to
17 Foreclose". 3643, dash, 17, which is part
18 of the regulations, VA regulations,
19 Federal regulations to that.
20 And, also, Your Honor, this is a copy
21 of what was filed in here this morning to
22 the Plaintiffs. This right here.
23 SPECIAL REFEREE: You mean the
24 Affidavits?
25 MR. HAYES: No, no, no. That's about
- 22 -

1 the VA.
2 SPECIAL REFEREE: Okay. Well, just
3 hang on a minute and let me get a copy of
4 this and a copy of the original Note and
5 Mortgage and then we'll make - and I'll
6 get a copy of that.
7 MR. HAYES: Okay.
8 SPECIAL REFEREE: Anything else you've
9 got?
10 MR. BECKER: No, sir. Only to add
11 that -- and I'll find out what this
12 requirement is. I'm, I'm not - I wasn't
13 prepared today to demonstrate whether or
14 not it was complied with or not. Even
15 assuming, for the sake of argument, that
16 it does in fact require what Mr. Hayes
17 says it may well have been complied with,
18 but we're just not prepared to demonstrate
19 that. But I would argue that we don't -
20 we shouldn't be required to demonstrate
21 that today because Judge Spence's Order of
22 Foreclosure presumes and in fact finds as
23 a matter of established fact, judicially
24 established fact, that all requirements
25 under law to foreclose on the property
- 23 -

1 have been met.
2 SPECIAL REFEREE: Okay.
3 MR. BECKER: So I would argue that
4 it's an issue that's irrelevant at this
5 point. And, in fact, it's a matter of -
6 it's simply a matter of res judicata at
7 this point; adjudicated fact. So there
8 would be no, no reason to inquire. But
9 since you have asked, Your Honor, I will
10 at least go - if you decide otherwise, of
11 course, I can check on exactly what is
12 that requirement, get a copy of that CFR
13 regulation, and then if you do decide that
14 you would like to see proof of whether or
15 not it was complied with I can go that far
16 as well. But, again, I'd argue that that
17 shouldn't be necessary.
18 SPECIAL REFEREE: All right. Mr.
19 Hayes.
20 MR. HAYES: Yes, sir.
21 SPECIAL REFEREE: Is there anything
22 else that you've got on this -
23 MR. HAYES: Yes, sir. Yes, I do.
24 Number one, sir, no - the Plaintiff's
25 attorney may not be aware, I know the VA
- 24 -

1 regulations about notifying the Veteran
2 Affairs, but ignorance of the law is no
3 excuse. They said, they claim they
4 represent their client you're supposed to
5 know the laws and regulations before you
6 take on a client or represent them, okay?
7 They are aware of the fact because
8 this document, this documentation I just
9 passed forward, they also have that
10 documentation. It was also filed in
11 federal court. And there's no, there is
12 no, no need to look for or see if they can
13 find out if that was done, if Veteran
14 Affairs was made aware of their
15 intentions, because there is none.
16 You have to - before you even begin,
17 for a lawsuit to move forward that's well
18 established. That's federal law. The law
19 is the law, bottom line. And if that was
20 done none of this wouldn't be here today
21 because you have to let the VA know.
22 Okay, number one, the reason why they,
23 they didn't let the VA know is number one,
24 Chase Home, Chase Manhattan Mortgage was
25 the originator of the VA-backed loan,
- 25 -

1 okay? If you don't have documentation to
2 prove your standing with the VA they are
3 not going to allow you to do what you
4 intend to do or have intentions of doing.
5 You have to have certain documentations.
6 The regulations or the VA requirements is
7 huge and if you don't follow the
8 guidelines -- like I said, the law is the
9 law and that's clear what I passed up
10 there. And, you know, it clearly states
11 what the requirements are and they knew
12 about it. They knew about it before
13 coming here today. The Plaintiff's
14 attorney knew about this because I have
15 sent this several times to their office
16 through mail. I also filed it in my case
17 in federal court. And, you know, this,
18 this shouldn't even move forward because
19 Judge Spence if he wasn't - maybe he
20 didn't have knowledge because he don't
21 know. I mean, I'm sure, you know, he's a
22 judge but he can't know everything.
23 Nobody knows everything. You have to do
24 your research. So his decision, the
25 judgment was done in error because I
- 26 -

1 haven't seen yet - I asked Judge Spence
2 when I went to court every time, and I've
3 been to all of the proceedings, or motions
4 or whatever that was filed, that I knew of
5 was the first one being the Notice of
6 Final Hearing. That's when I found out
7 about all this. I didn't know anything
8 about a Summons and Complaint. The person
9 that was supposedly served is here, which
10 is Ms. Marshall here. She can testify
11 under oath. She has an Affidavit
12 submitted that she wasn't even at the, at
13 the residence. She wasn't even in town so
14 how can this - I don't know how it is
15 done but an officer of Lexington County
16 said that he served Ms. Marshall. Number
17 one, he got the name wrong. Because I'm
18 pretty sure if you - I don't know how it
19 goes but if someone, a personal processor
20 or whoever served paperwork and they go
21 and write down - they have, I guess, a
22 sheet or documentation where they have to
23 take the personal information I'm pretty
24 sure they have the name and he said it's
25 spelled with a K: her name is spelled with
- 27 -

1 a C. The description of her was not of
2 Ms. Marshall. You know, I've submitted an
3 Affidavit that no one was served at that
4 residence.
5 Like I said, we have a personal
6 processor, personal processor that - and
7 here's the documentation here that he
8 tried six attempts to serve and was
9 unsuccessful. And I don't know if you saw
10 that but if you haven't seen it - can you
11 pass this up?
12 SPECIAL REFEREE: I've got the file.
13 MR. HAYES: Okay. Well, the evidence
14 is here. This right here.
15 If you would, sir, if you would take a
16 look at this discovery it has, it has -
17 it's broken down into great detail to
18 prove that the claims of the Plaintiff are
19 false. I mean, it's a five-page
20 documentation here that needs to be looked
21 at because this is proof of all of their
22 claims will prove them not to be, not to
23 be correct. It's in affidavit form and it
24 has not been rebutted. And I'm not, I'm
25 not an attorney or anything, I'm just
- 28 -

1 defending myself where I know what is
2 right and the truth and I've done some
3 research and an affidavit - the only way
4 you can disclaim, or discredit an
5 affidavit, or rebut an affidavit is with
6 another affidavit.
7 They have been aware of this Affidavit
8 since January. This is the not the first
9 time, first day they've seen this. I sent
10 it to them by mail. Also, I submitted it
11 in federal court, this Affidavit here, and
12 it has yet to be rebutted. I noticed that
13 any correspondence that I received and any
14 correspondence that's been filed in state
15 court and federal court has not addressed
16 this Affidavit. It's cut and dry. This
17 Affidavit is cut and dry of the facts.
18 That's the purpose of an affidavit. They
19 have yet to rebut this Affidavit or
20 anything. The other affidavits that I've
21 submitted, I mean, they can have an
22 opportunity to rebut them if they choose,
23 or whatever the case may be, but it just
24 states the facts. And they cannot back up
25 their claim. They cannot back that up.
- 29 -

1 The reason my - you know, back in
2 2010 when I went to the Notice of Final
3 Hearing, the first Notice of Final
4 Hearing, we've had, like, three or four of
5 them. The first Notice of Final Hearing
6 when I came into the courtroom, which is
7 this very room here, I was never allowed
8 to go past this door right here. I was
9 back here. And I asked - I let Judge
10 Spence know I was going to represent
11 myself. He told me that I have to have a
12 license, a South Carolina attorney to
13 represent myself. And at the time, you
14 know, I've never been to court. You know,
15 I didn't know anything about these
16 courtroom procedures or whatever so I'm
17 thinking that, okay, he's the judge I
18 guess he's right, or whatever the case may
19 be. But I've done my research, I'm not a
20 licensed attorney, I don't practice law,
21 but I found out that I can represent
22 myself and I see it all the time but I
23 started second guessing myself. But he
24 told me I had to be represented by a
25 licensed South Carolina attorney, I could
- 30 -

1 not represent myself. That deprived me of
2 my constitutional and civil rights because
3 if I was allowed to represent myself I
4 could have defended myself against these
5 claims initially. I was not allowed to do
6 that. I was not allowed to do that. I
7 was told to leave the courtroom. I left
8 the courtroom and then I guess other -
9 some proceedings went on because I've seen
10 in some transcripts that I have that was
11 sent by the Plaintiff's attorney that more
12 correspondence is going on but I'm - I
13 don't know anything. I didn't know
14 anything about an order, or anything. I
15 never received anything in the mail. I
16 never received anything in the mail that,
17 that, you know, if there was an order. I
18 thought that the case was dismissed.
19 Also, I received documentation that - I
20 filed bankruptcy back in 2010 or '11,
21 sometime back in that time frame, but they
22 said the case was dismissed. Like I said
23 here, that's my first knowledge of any,
24 any type of hearing.
25 They need to respond to the
- 31 -

1 interrogatories because if you can't, you
2 know, answer the interrogatories obviously
3 you don't have the information that you
4 should have being the real party of
5 interest and I think that needs to be
6 addressed, you know. That's all I have
7 for right now, Your Honor.
8 SPECIAL REFEREE: Anything further on
9 the Motion to Vacate?
10 MR. BECKER: No, sir.
11 SPECIAL REFEREE: Okay. I am going to
12 take under advisement what you've given
13 me, the papers you've handed up, and I'm
14 going to issue an Order on this probably
15 within a week or so but I do want to read
16 your Affidavits, I want to read what
17 you've handed up here today. Take a look
18 at what - I've already read the
19 Memorandum. Hadn't read every word but
20 I've read a lot of it. I want to take a
21 little time on this and I want to do a
22 little personal research on your claim of
23 36-4317. I do want to take a look at
24 that.
25 Having said that the only other issue
- 32 -

1 that I have before me today was I had - I
2 think we were to issue - obviously if we
3 grant the Motion to Vacate the Judgment
4 then we are going to have to go back
5 through prove damages, prove standing,
6 prove everything. However, if the Motion
7 is denied, Mr. Hayes, - in an effort to
8 try to save a little bit of time, do you
9 have Affidavits to prove the debt as of
10 today, Mr. Becker?
11 MR. BECKER: I do, Your Honor. I'm
12 prepared to hand those up.
13 SPECIAL REFEREE: If you want to hand
14 those up we will take a look at those and
15 then, of course, that Order will be
16 dependent on the Motion, Mr. Hayes' Motion
17 to Vacate.
18 MR. BECKER: Your Honor, I have an
19 original and three copies. I have not
20 been by the Clerk's Office to have it
21 filed of record yet. I can show you the
22 - would you like just to have a copy
23 today and then I'll get the original filed
24 of record with the Clerk?
25 SPECIAL REFEREE: Sure, sure.
- 33 -

1 MR. BECKER: Here's a copy for the
2 Court, Your Honor, and then a copy for Mr.
3 Hayes.
4 SPECIAL REFEREE: Okay. That will be
5 fine.
6 MR. BECKER: And I'll have the
7 original file stamped.
8 SPECIAL REFEREE: And, Mr. Hayes, this
9 will give you an opportunity to read over
10 this. Obviously, you've just been handed
11 this document and I'll give you an
12 opportunity to read over that. But I will
13 make my ruling on the matters that you've
14 brought up. I do want to do a little
15 research on this on my own and we'll go
16 from there.
17 Is there anything else, Mr. Becker?
18 MR. BECKER: Your Honor, I also have
19 an Affidavit of Attorneys Fees from Ms.
20 Caskey.
21 SPECIAL REFEREE: Okay.
22 MR. BECKER: And, again, I can hand up
23 a copy for you. I'll have the original
24 filed in just a few moments; as soon as we
25 are through here.

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1 SPECIAL REFEREE: All right.
2 MR. HAYES: Excuse me, sir.
3 SPECIAL REFEREE: Yes, sir.
4 MR. HAYES: I would like to pass this
5 to the Plaintiff. It's a Memorandum in
6 support of Defendant's Motion to Vacate
7 the Default Judgment and to grant
8 Defendant's Motion to Dismiss. This was
9 filed this morning.
10 SPECIAL REFEREE: Sure. If it's been
11 filed, sure.
12 MR. HAYES: And, also, Your Honor, I
13 have --
14 SPECIAL REFEREE: Can I get a copy of
15 that? I'm sorry, Mr. Hayes. Mr. Becker,
16 will you let him make a copy so I can have
17 it and not have to wait to get it from the
18 Clerk of Court, please.
19 MR. HAYES: I have a question, Your
20 Honor: If -- okay, in order to have
21 standing and, I mean, let me know if I'm
22 wrong, in order to have standing is it
23 true or not that you have to prove
24 standing from the beginning to the end of
25 the process?

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1 SPECIAL REFEREE: Mr. Hayes, I'm not
2 your attorney; I can't answer that
3 question. That's for you to present your
4 evidence on.
5 MR. HAYES: Well, that's what I
6 researched and read that you have to
7 establish standing from the beginning
8 throughout, to the end of a lawsuit in
9 order to be able to real party of
10 interest. You just can't come in halfway
11 through or at the end and say, well, I'm
12 the rightful whoever of this matter, you
13 know. And I researched that quite often
14 and found that out.
15 And, also, they substituted plaintiffs
16 back in 2012. Now, they wasn't a party
17 when the lawsuit was filed back in 2010.
18 That's what I'm saying. How can you just
19 come in at halfway through or at the end
20 and say, oh, I'm the real party of
21 interest when, you know, you weren't a
22 party at the beginning. I mean, what
23 damages do you have because in order to
24 initiate the lawsuit, or file a lawsuit,
25 if you had damage. I would like to know

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1 how has JPMorgan Chase been damaged in
2 what way, shape, form or fashion.
3 And the statement that the Plaintiff's
4 attorney stated that they don't have to
5 file assignments, what's the purpose of
6 assignments being put in place when you
7 don't have to file them. I mean, that's
8 like saying that you don't have to play by
9 the rules if you don't want to. If you
10 don't want to submit something, you don't
11 have to submit it. There's no, there's no
12 evidence whatsoever that any assignments
13 was ever filed, none. There's no chain of
14 title, period.
15 SPECIAL REFEREE: Mr. Hayes, the only
16 thing I'm going to respond is I'm not
17 allowed to answer questions, I'm sorry.
18 MR. HAYES: Well, I just want to state
19 that for the record.
20 SPECIAL REFEREE: And I appreciate
21 your position on that. I will tell you,
22 I've been doing this for 35 years in this
23 building and the building before and
24 you've raised some issues that I've never
25 heard raised and I've never given much

- 37 -

1 thought to be honest about it so I'm going
2 to give this some thought, I'm going to
3 give it some long thought. I'm not going
4 to make a decision hastily or without
5 feeling good about what I decide.
6 MR. HAYES: And I appreciate that.
7 SPECIAL REFEREE: I want you to
8 understand that. Civil procedure,
9 standing, people spend careers
10 understanding that and so I don't think
11 there is a simple answer to a lot of the
12 questions you've posed today. It's a very
13 complicated process not only in South
14 Carolina but when you get the Federal
15 Government involved with the Veteran's
16 Administration sometimes you can have
17 overlapping laws and conflicting laws and
18 so you have to try to read through those.
19 I will tell you, this has been -- you
20 made a statement earlier -- and you can
21 have a seat. You made a statement earlier
22 that you've been to every procedure that
23 you've had and I've read through the file
24 and there's been a lot of them not only
25 here but in federal court and so I'm going

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1 to take it under advisement everything
2 that you've given me, I've going to take
3 under advisement your Affidavits and I'll
4 make a ruling on it and we'll go from
5 there, okay?
6 MR. HAYES: Yes, sir. One other
7 thing. I've been to all of these, all of
8 the proceedings or hearings except for
9 when they filed a Motion for Substitute
10 Plaintiff. I never knew anything about
11 that until I actually came to court later
12 on. So there was never any hearing to say
13 yeah or nay or whatsoever about the Motion
14 for Substitution. I was never given the
15 opportunity to even rebut that or
16 anything. It was granted without me being
17 there. If they had a hearing I wasn't
18 made aware of it.
19 SPECIAL REFEREE: And I hope you
20 understand today that I've tried to give
21 you a lot of latitude. You've done a
22 little bit of arguing and little bit of --
23 and done it well, Mr. Hayes, I want to
24 tell you that, but you've also testified
25 what I consider is offered testimony. And

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1 a lot of this is already on the record of
2 what you've said so I've given you a lot
3 of latitude today because I do believe
4 people ought to have their day in court.
5 MR. HAYES: Yes, sir.
6 SPECIAL REFEREE: I believe strongly
7 in that. So with that, if there's nothing
8 else, I'm going to adjourn. You do have
9 to get the copy the Bailiff is making for
10 you. Yeah, here you go. And I will
11 notify you of my decision once it's made,
12 okay? Thank you.
13 MR. HAYES: Sir? Just one more thing.
14 This is not the original Mortgage, is it?
15 MR. BECKER: I have it. I have the
16 original Mortgage.
17 SPECIAL REFEREE: He's got to keep the
18 original Note and Mortgage.
19 MR. HAYES: Can I see that?
20 MR. BECKER: I'm happy to show it to
21 him, Your Honor, and let him look at these
22 two documents. This is the Note and this
23 is the Mortgage.
24 MR. HAYES: That's what I have here?
25 MR. BECKER: You have a copy of it
- 40 -

I further certify that I am not of counsel or kin to
any of the parties to this cause of action, nor am I
interested in any manner in its outcome.
IN WITNESS WHEREOF, I have hereunto set my hand and
seal this the 21st day of March, 2014.

Notary Public for South Carolina
My Commission Expires: 08/17/2015
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1 that the Bailiff just made. So if the
2 record could reflect, Your Honor, that -
3 BAILIFF: Ma'am, put that away. Put
4 it away or lose it.
5 UNKNOWN SPEAKER: I was just cutting
6 the volume down. Making sure the volume
7 was down.
8 MR. BECKER: If the record could
9 reflect that I'm showing Mr. Hayes the
10 original Note and Mortgage.
11 MR. HAYES: Okay. Nothing else, Your
12 Honor.
13 SPECIAL REFEREE: Okay. Thank you.
14 (Proceedings concluded at 10:48 a.m.)

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

I, Elaine McLeod, Court Reporter and Notary Public,
certify that I did appear at 10:02 a.m. on Thursday, March
13, 2014, at the Marc Westbrook Judicial Center, Lexington
County Courthouse, 205 E. Main Street, Lexington, South
Carolina; that the pages constitute a true and accurate
transcript of the testimony given at that time and place.

KRISTIN GILL (803)429-2599

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Appeal from the Circuit Court of Lexington County, South Carolina

Albert J. Dooley, Judge/ Special Referee

Case No. 2010-cp-32-00669
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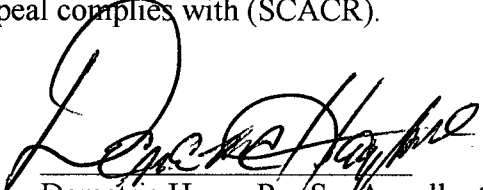
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LLC S/B/M TO CHASE MANHATTAN
MORTGAGE CORPORATION.....Respondent

V.

Demetric Hayes.....Appellant

CERTIFICATE OF COUNSEL

The undersigned certified that this Record on Appeal complies with (SCACR).


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1 October 2014

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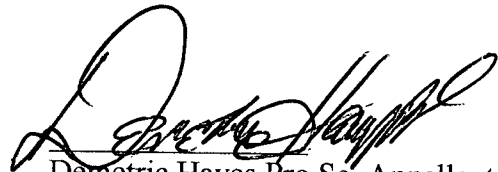
Demetric Hayes.....Appellant

PROOF OF SERVICE

I certify that a copy of the foregoing Appellant Record on Appeal has been served upon the Respondent by placing the same in the United States mail, Certified mail, addressed to the following as shown below this 2 October, 2014.

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