

EXHIBIT A

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2014 AUG 22 PM 1 01

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Lakeview Loan Servicing, LLC,

PLAINTIFF,

vs.

Donna Boyd, and The Townes at Pelham Owners'
Association, Inc.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2014-CP-23-04648

DEFICIENCY WAIVED

F13-02716

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant for foreclosure of a certain mortgage of real estate given by Donna Boyd to Mortgage Electronic Registration Systems, Inc., as nominee for NVR Mortgage Finance, Inc., its successors and assigns in the amount of Two Hundred Twenty-Two Thousand Seven Hundred Ninety-Two And 00/100 (\$222,792.00) Dollars, dated January 7, 2008, and recorded January 9, 2008 in the Office of the Register of Deeds for Greenville County in Book 4905 at Page 464.

Thereafter, by virtue of an assignment dated April 19, 2012, recorded April 24, 2012, in Mortgage Book 5158 at page 5959, Mortgage Electronic Registration Systems, Inc. assigned said mortgage unto Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP; however said assignment is invalid due to it fails to reference the mortgage book and page.

Thereafter, by virtue of a corrective assignment dated May 1, 2014, recorded May 14, 2014, in Mortgage Book MO 5265at page 0533, Mortgage Electronic Registration Systems, Inc. as nominee for NVR Mortgage Finance, Inc., its successors and assigns assigned said mortgage unto Bank of America, N.A.

Thereafter, by virtue of an assignment dated July 21, 2014, recorded August 18, 2014, in Mortgage Book MO 5265at page 2158, Bank of America, N.A. by Manufacturers and Traders Trust Company, a/k/a M&T Bank, A New York Corporation, as Attorney in Fact for Bank of America, National Association pursuant to a Limited Power of Attorney Dated July 3, 2013 from Bank of America, National Association to Manufacturers and Traders Trust Company a/k/a M&T Bank assigned said mortgage unto Lakeview Loan Servicing, LLC making Lakeview Loan Servicing, LLC the present lien holder and Plaintiff herein.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lot 1 of The Townes at Pelham as shown on plat thereof being recorded in Plat Book 1029 at Page 25 and being shown and designated on a new plat prepared by Sinclair & Associates,

2014LP2301160


Verified

LLC for Donna Boyd being recorded in Plat Book 67 at Page 8 and having, according to said plat, metes and bounds as shown thereon.

This being the same property conveyed to Donna Boyd by virtue of a Deed from NVR, Inc., a Virginia Corporation, dated January 7, 2008 and recorded January 9, 2008, in Book 2308 at Page 734 in the Office of the Register of Deeds for Greenville County, South Carolina.

6 Pelham Townes Drive, Greenville, SC 29615
TMS # 054045-01-028-00

KORN LAW FIRM, P.A.
1300 Pickens Street.
P.O. Box 11264
Columbia, SC 29211-1264


PETER D. KORN / DEAN HAYES / KEVIN T. HARDY /
ELIZABETH R. POLK / KRISTEN E. WASHBURN /
NOAH M. HICKS II
Attorneys for Plaintiff

Columbia, South Carolina
August 21, 2014

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Lakeview Loan Servicing, LLC
PLAINTIFF,

vs.

Donna Boyd, et al.

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

C/A NO: **2014-CP-23-04648**

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2014 AUG 22 PM 1 01
wle

F13-02716

Submitted By: Kevin Hardy 76015, Kristen E. Washburn 101415, Elizabeth R. Polk 11673

Korn Law Firm, P.A.

Address: 1300 Pickens Street

Columbia, SC 29201

Telephone #: (803) 252-5817

Fax #: _____

Email: _____

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

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

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

NATURE OF ACTION (Check One Box Below)

Contracts

- Constructions (100)
- Debt Collection (110)
- Employment (120)
- General (130)
- Breach of Contract (140)
- Other (199)

Torts - Professional Malpractice

- Dental Malpractice (200)
- Legal Malpractice (210)
- Medical Malpractice (220)
- Previous Notice of Intent Case #
20__CP-____
- Notice/ File Med Mal (230)
- Other (299)

Torts - Personal Injury

- Assault/Slander/Libel (300)
- Conversion (310)
- Motor Vehicle Accident (320)
- Premises Liability (330)
- Products Liability (340)
- Personal Injury (350)
- Wrongful Death (360)
- Other (399)

Real Property

- Claim & Delivery (400)
- Condemnation (410)
- Foreclosure (420)
- Mechanic's Lien (430)
- Partition (440)
- Possession (450)
- Building Code Violation (460)
- Other (499)

Inmate Petitions

- PCR (500)
- Mandamus (520)
- Habeas Corpus (530)
- Other (599)

Administrative Law/Relief

- Reinstate Driver's License (800)
- Judicial Review (810)
- Relief (820)
- Permanent Injunction (830)
- Forfeiture-Petition (840)
- Forfeiture - Consent Order (850)
- Other (899)

Judgments/Settlements

- Death Settlement (700)
- Foreign Judgment (710)
- Magistrate's Judgment (720)
- Minor Settlement (730)
- Transcript Judgment (740)
- Lis Pendens (750)
- Transfer of Structured
Payment Rights Application (760)
- Confession of Judgment (770)
- Petition for Workers Compensation
Settlement Approval (780)
- Other (799)

Appeals

- Arbitration (900)
- Magistrate-Civil (910)
- Magistrate-Criminal (920)
- Municipal (930)
- Probate Court (940)
- SCDOT (950)
- Worker's Comp (960)
- Zoning Board (970)
- Public Service Commission (990)
- Employment Security
Commission (991)
- Other (999)

Special/Complex /Other

- Environmental (600)
- Automobile Arb. (610)
- Medical (620)
- Other (699)
- Sexual Predator (510)
- Pharmaceuticals (630)
- Unfair Trade Practices (640)
- Out-of State Depositions (650)
- Motion to Quash Subpoena in an
Out-of-County Action (660)

Submitting Party Signature: Kristen Washburn

Date: August 21, 2014

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg and York

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

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

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

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

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Lakeview Loan Servicing, LLC,

vs.

Donna Boyd et al

Plaintiff,

Defendant(s)

IN THE CIRCUIT COURT FOR THE _____ JUDICIAL CIRCUIT

(NON-JURY MORTGAGE FORECLOSURE)

CERTIFICATE OF EXEMPTION
FROM ADR

C/A NO:

2014-CP-23-04648

DEFICIENCY WAIVED

F13-02716

I certify that this action is exempt from ADR because:

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

FILED-CLERK OF COURT
 GREENVILLE CO. S.C.
 PAUL B. WICKENSIMMER
 2014 AUG 22 PM 1 02
 WLB

Kristen Washburn
 Plaintiff/Attorney(s) for Plaintiff(s)

PETER D. KORN / DEAN HAYES / KEVIN
 T. HARDY / ELIZABETH R. POLK /
 KRISTEN E. WASHBURN / NOAH M.
 HICKS II
 Attorneys for Plaintiff

 Defendant/Attorney(s) for Defendant(s)

Date: August 21, 2014

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Lakeview Loan Servicing, LLC,
PLAINTIFF,

vs.

Donna Boyd, and The Townes at Pelham Owners' Association,
Inc.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

SUMMONS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

2014-CP-23-04648

DEFICIENCY WAIVED

FILED - CLERK OF COURT
GREENVILLE CO. SC
PAUL B. WICKENS
2014 AUG 22 PM 1:00

WLB

F13-02716

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1300 Pickens Street, P.O. Box 11264, Columbia, South Carolina, 29211-1264, within thirty (30) days after service hereof, except as to the United States of America, which shall have Sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

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

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Mortgagee immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817

Kristen Washburn

PETER D. KORN / DEAN HAYES / KEVIN T. HARDY / ELIZABETH R. POLK / KRISTEN E. WASHBURN / NOAH M. HICKS II
Attorneys for Plaintiff

Columbia, South Carolina
August 21, 2014

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2014 AUG 22 PM 1 01

WLB

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Lakeview Loan Servicing, LLC,

PLAINTIFF,

vs.

Donna Boyd, and The Townes at Pelham Owners'
Association, Inc.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: **2014-CP-23-04648**

DEFICIENCY WAIVED

F13-02716

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a limited liability company organized and existing under and by virtue of the laws of the State of New York; and that the Defendant, Donna Boyd, is upon information and belief, a citizen and resident of the County of Greenville, State of South Carolina. That the Defendant, The Townes at Pelham Owners' Association, Inc., is upon information and belief a corporation organized and existing under the laws of South Carolina.
2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.
3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Greenville, State of South Carolina.
4. That on or about January 7, 2008, for value received, Donna Boyd did execute and deliver to NVR Mortgage Finance, Inc., a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Donna Boyd promised to pay to NVR Mortgage Finance, Inc., the sum of Two Hundred Twenty-Two Thousand Seven Hundred Ninety-Two And 00/100 Dollars (\$222,792.00), together with interest thereon at the rate of Five And 50/100 per cent (5.50%) per annum.
5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Donna Boyd did execute and deliver on January 7, 2008 unto Mortgage Electronic Registration Systems, Inc., as nominee for NVR Mortgage Finance, Inc., its successors and assigns, a mortgage covering the following described property:

Legal description and property address:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lot 1 of The Townes at Pelham as shown on plat thereof being recorded in Plat Book 1029 at Page 25 and being shown and designated on a new plat prepared by Sinclair & Associates, LLC for Donna Boyd being recorded in Plat Book 67 at Page 8 and having, according to said plat, metes and bounds as shown thereon.

This being the same property conveyed to Donna Boyd by virtue of a Deed from NVR, Inc., a Virginia Corporation, dated January 7, 2008 and recorded January 9, 2008, in Book 2308 at Page 734 in the Office of the Register of Deeds for Greenville County, South Carolina.

6 Pelham Townes Drive, Greenville, SC 29615
TMS# 054045-01-028-00

6. Thereafter said mortgage was recorded in Book 4905 at page 464 on January 9, 2008 in the office of the Register of Deeds of Greenville County.

7. The above referenced instrument constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

8. Thereafter, by virtue of an assignment dated April 19, 2012, recorded April 24, 2012, in Mortgage Book 5158 at page 5959, Mortgage Electronic Registration Systems, Inc. assigned said mortgage unto Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP; however said assignment is invalid due to it fails to reference the mortgage book and page.

9. Thereafter, by virtue of a corrective assignment dated May 1, 2014, recorded May 14, 2014, in Mortgage Book MO 5265at page 0533, Mortgage Electronic Registration Systems, Inc. as nominee for NVR Mortgage Finance, Inc., its successors and assigns assigned said mortgage unto Bank of America, N.A.

10. Thereafter, by virtue of an assignment dated July 21, 2014, recorded August 18, 2014, in Mortgage Book MO 5265at page 2158, Bank of America, N.A. by Manufacturers and Traders Trust Company, a/k/a M&T Bank, A New York Corporation, as Attorney in Fact for Bank of America, National Association pursuant to a Limited Power of Attorney Dated July 3, 2013 from Bank of America, National Association to Manufacturers and Traders Trust Company a/k/a M&T Bank assigned said mortgage unto Lakeview Loan Servicing, LLC Lakeview Loan Servicing, LLC the present lien holder and Plaintiff herein.

11. Pursuant to South Carolina law, Plaintiff is entitled to enforce the terms of the subject note and mortgage.

12. That the Defendant, The Townes at Pelham Owners' Association, Inc., is made a party by virtue of the following:

(a) Notice of Lien filed by The Townes at Pelham Owners' Association, Inc. against Donna Boyd, dated November 10, 2009, on November 11, 2009, in Book 5062 at Page 18, in the amount of \$805.54.

(b). Default Judgment filed by The Townes at Pelham Owners' Association, Inc. against Donna Boyd, dated December 15, 2010 and recorded December 23, 2010, in the amount of \$6,699.36 and identified as Judgment Roll/Case # 10-CP-23-10365.

(c). Pending Foreclosure action filed by The Townes at Pelham Owners' Association, Inc. against Donna Boyd, et al, in the Court of Common Pleas for Greenville County bearing C/A No. 2012-CP-23-3686.

(d). Any homeowners liens or assessments recorded or unrecorded that are due or may become due in the future..

13. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

14. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

15. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

16. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

17. The monthly payments due on said note and mortgage are in default since February 1, 2012, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of February 1, 2012 the sum of Two Hundred Nine Thousand Nine Hundred Eleven And 64/100 Dollars (\$209,911.64), together with interest at the rate of Five and 50/100 per cent (5.50%) per annum from January 1, 2012 and also for the costs and disbursements of this action, including attorney's fees.

18. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

19. That the servicer is participating in the Home Affordable Modification Program (HMP). The loan is not subject to the HMP because it is a VA loan.

20. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

21. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

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

(1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

(2) That the said Plaintiff's mortgage be declared a purchase money mortgage and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

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

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

Third, the surplus, if any, be distributed according to law.

(4) For an Order directing and empowering the Sheriff of Greenville County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

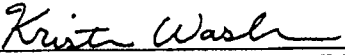
(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

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

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

(8) For an order satisfying any prior liens that may be of record, but have been paid in full.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817


PETER D. KORN / DEAN HAYES / KEVIN T. HARDY /
ELIZABETH R. POLK / KRISTEN E. WASHBURN / NOAH M.
HICKS II
Attorneys for Plaintiff

Columbia, South Carolina
August 21, 2014

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

1. The amount of the debt is \$242,857.77 as of September 2, 2014. Because of interest, late charges that may vary from day to day, the amount due on the day you, the Debtor(s), pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after the Creditor receives the funds, in which event the Creditor will inform you before depositing the funds for collection. For further information, write as directed in Paragraph 6 of this Notice.
2. Lakeview Loan Servicing, LLC is the creditor to which the debt is owed.
3. The debt as described in the Complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor(s), within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If you, the Debtor(s) notify the Creditor's law firm within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the Debtor(s) by the Creditor's law firm
5. If the Creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you, the Debtor(s), make a written request to the Creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to Korn Law Firm, P.A., Post Office Box 11264, Columbia, South Carolina 29211-1264.
7. This notice should NOT be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days. Please be advised the time period in which you, the Debtor(s), have to dispute the amount of your debt and request additional information does not alter or affect the time period set forth in the South Carolina Rules of Civil Procedure for the filing of an answer or other responsive pleading to the Complaint.
8. If you, the Debtor(s), have received a discharge of the debt described in Paragraph 1 of this Notice pursuant to the United States Bankruptcy Code, then neither the Creditor nor its law firm is seeking to collect any portion of the debt and all information contained herein is supplied for information purposes only. Any pending or ensuing legal action by Creditor's law firm will undertake to foreclose a valid security interest only and neither is intended nor will operate as any effort to collect upon any debt that has been so discharged.

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

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSINKER
2014 AUG 22 PM 1 01

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Lakeview Loan Servicing, LLC,

NOTICE OF FORECLOSURE
INTERVENTION

Plaintiff,

(NON-JURY MORTGAGE FORECLOSURE)

vs.

C/A NO: **2014-CP-23-04648**

Donna Boyd, and The Townes at Pelham Owners'
Association, Inc.,

Defendant(s)

DEFICIENCY WAIVED

F13-02716

TO: Donna Boyd

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, (hereinafter "Order"), you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you may communicate with and otherwise deal with the Plaintiff through its law firm, Korn Law Firm, P.A., 1300 PICKENS STREET, COLUMBIA, SC 29201 or call (803) 252-5817. Korn Law Firm, P.A., represents the Plaintiff in this action and does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice.

You must submit any requests for Foreclosure Intervention consideration within 30 days from the date of this Notice. Attached is a request form for your use. **IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, YOUR MORTGAGE COMPANY/AGENT MAY PROCEED WITH A FORECLOSURE ACTION.** If you have already pursued loss mitigation with the Plaintiff, this Notice does not guarantee the availability of loss mitigation options or further review of your qualifications.

BY: *Kristen Washburn*
PETER D. KORN / DEAN HAYES / KEVIN T. HARDY /
ELIZABETH R. POLK / KRISTEN E. WASHBURN / NOAH M.
HICKS II
Attorneys for Plaintiff

Korn Law Firm, P.A.
1300 PICKENS STREET
COLUMBIA, SC 29201

Dated August 21, 2014

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

Request for Foreclosure Intervention

File No.: F13-02716

This document is exchanged exclusively for the purpose of foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01.

Property Address: 6 Pelham Townes Drive, Greenville, SC 29615

_____ I am the owner but do not occupy the property.

_____ I am the owner of and occupy the property.

Is this street address correct? ___ Yes ___ No

If Yes, please include proof of occupancy such as a utility bill, military orders, voter registration card, etc.

If No, what is the correct street address: _____

_____ I am actively working with the mortgage company to resolve my mortgage account's delinquency and last spoke with the mortgage company on _____

_____ I submitted a complete loss mitigation package to the mortgage company on _____

I am interested in the following type(s) of loss mitigation (please note that you may not qualify for any or all of these foreclosure intervention options):

_____ Reinstatement

_____ Loan Modification

_____ Payoff

_____ Deed in Lieu

_____ Payment Plan

_____ Short Sale

_____ Forbearance Agreement

_____ Other: _____

PLEASE NOTE THAT YOU MAY NOT QUALIFY FOR ALL THE OPTIONS LISTED ABOVE. NO REPRESENTATION OF ANY KIND IS BEING MADE REGARDING THE AVAILABILITY OF ANY LOSS MITIGATION OPTION OR YOUR QUALIFICATION FOR ANY OPTION.

_____ I elect not to participate in any Foreclosure Intervention.

_____ I am represented by counsel in this foreclosure action.

My attorney's name, address, and phone number is: _____

Contact #'s:

Home: _____

Work: _____

Cellular: _____

Other: _____

May we leave a phone message? At home ___ Yes ___ No

On your cellular phone: ___ Yes ___ No At work ___ Yes ___ No

May we call your cell phone? ___ Yes ___ No

May we send you an e-mail message? ___ Yes ___ No

Email: _____

PRINT NAME: _____

_____ (Signature)

Date: _____

Please note, if you are represented by counsel in the foreclosure action Korn Law Firm, P.A., will only communicate with you through your counsel.

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

In the event the referenced debt has been discharged in United States Bankruptcy Court or the automatic stay has been lifted and you currently in Bankruptcy, this communication is not intended to be an attempt to collect a debt.

EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Lakeview Loan Servicing, LLC,

PLAINTIFF,

vs.

The Townes at Pelham Owners' Association, Inc.,
Donna Boyd,,

DEFENDANTS.

F13-02716

IN THE COURT OF COMMON PLEAS

Certificate of Service by Mail

(NON-JURY MORTGAGE

FORECLOSURE)

C/A NO: 2014-CP-23-04688

Deficiency Waived

FILED-CLERK OF COURT
GREENVILLE CO. SC
PAUL B. WICKENS
2014 SEP 30 PM 12:58

This is to certify that on September 26, 2014 a copy of the Lis Pendens, Summons and Complaint, and Notice of Foreclosure Intervention was served on the Defendant(s) listed below by Certified Mail, Return Receipt:

Thereafter, on September 23, 2014 the return receipt was signed by said defendant(s).

Doris Jackson
Doris Jackson

This 26 day of September, 2014

Notary Public SC

My Commission expires 7/8/24

F13-02716

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) DONNA BOYD</p> <p>C. Date of Delivery SEP 23 2014</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: Donna Boyd Le Pelham Townes Drive Greenville, SC 29615</p>	<p>3. Service Type <u>296</u> <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>
<p>7013 0600 0000 7079 6664</p>	

FILED *MB* CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS *WICKENS* IN THE COURT OF COMMON PLEAS
2014 DEC 22 PM 1 23

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Lakeview Loan Servicing, LLC,
Plaintiff,
vs.

Donna Boyd; The Townes at Pelham Owners'
Association, Inc.

DEFENDANT(S)

NOTICE OF DENIAL OF LOAN MODIFICATION
OR OTHER MEANS OF LOSS MITIGATION

C/A NO: 2014-CP-23-04648

Deficiency Waived

TO: Donna Boyd

PLEASE TAKE NOTICE THAT this is an action for the foreclosure of owner occupied real property. Pursuant to the Supreme Court of South Carolina Administrative Order 2011-05-02-01, that

1. The Mortgagor has been served with a notice of the Mortgagor's right to foreclosure intervention for the purpose of seeking a resolution of the foreclosure action by loan modification or other means of loss mitigation;
2. The Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the Mortgagor to evaluate eligibility for foreclosure intervention;
3. The Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee; and
4. After completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines of the Mortgagee applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process.

5. The Notice of Foreclosure Intervention letter was sent to the Mortgagor on September 26, 2014. On October 27, 2014 the Mortgagor responded to the Notice of Foreclosure Intervention and requested information regarding loss mitigation options. The Mortgagor was provided a loss mitigation package due December 12, 2014. No documents have been received from the Mortgagor. The Mortgagee provided sufficient time for Mortgagor to provide all requested documents. The Mortgagee has been unable to review the Mortgagor's eligibility for loss mitigation due to Mortgagor's failure to provide requested documentation; therefore, the Mortgagor's request for loss mitigation was denied.

You have thirty (30) days from the date of the mailing of this Notice to file and serve an answer or other response to the Summons and Complaint.

Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202
803-726-2700

BY:

Ashley Stanley
12/19, 2014

John S. Kay
John B. Kelchner
Ashley Z. Stanley

Hutchens Law Firm
P.O. Box 8237
Columbia, SC 29202
803-726-2700

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

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
2014 DEC 22 PM 1 23

Lakeview Loan Servicing, LLC, vs. Donna Boyd; The Townes at Pelham Owners' Association, Inc.	Plaintiff, DEFENDANT(S)
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CERTIFICATE OF SERVICE

C/A NO: 2014-CP-23-04648

Deficiency Waived

The undersigned states that on December, 19th, 2014, she caused a true and correct copy of the Plaintiff's Notice of Denial of Loan Modification or Other Means of Loss Mitigation to be served upon the party identified below by depositing in the United States mail, proper postage affixed as follows:

Defendant(s):

Donna Boyd
6 Pelham Townes Drive
Greenville, SC 29615

Hutchens Law Firm



Rick Green



BABB & BROWN, P.C.
ATTORNEYS AT LAW

ATTORNEYS
EVERETTE H. BABB
J. CHRIS BROWN*
H. STEWART JAMES
*ALSO LICENCED IN GEORGIA

February 19, 2015

RECEIVED

FEB 20 2015

SC Court of Appeals

VIA OVERNIGHT DELIVERY

Ms. Jenny Abbott Kitchings
South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29201

RE: Townes at Pelham v. Donna Boyd
Appellate Case No. 2014-000701

Dear Ms. Kitchings:

I have enclosed an original and one copy of a Motion to Hold Case in Abeyance and Proof of Service for the above-referenced matter, as well as our firm's check in the amount of \$25.00 to cover the motion fee. Please file the original documents and clock and return the copy to me in the stamped, self-addressed envelope provided. If you have any questions, please contact me at your earliest convenience.

Yours very truly,

J. Chris Brown
Attorney at Law

JCB:ah

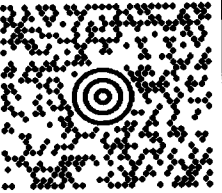

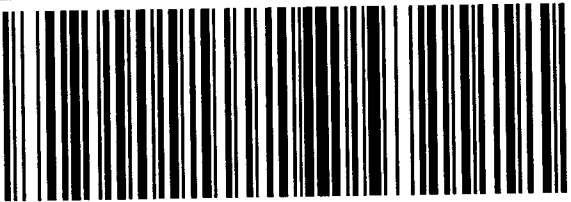

Enclosures

UPS CampusShip: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.
 Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
 Hand the package to any UPS driver in your area.
 Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup
 Your driver will pickup your shipment(s) as usual.

FOLD HERE

ANN HUTSELL 864-422-0022 MAULDIN OFFICE 505 W BUTLER RD GREENVILLE SC 29607		1.0 LBS LTR	1 OF 1
SHIP TO: MS. JENNY ABBOTT KITCHINGS 803-734-1890 SC COURT OF APPEALS 1015 SUMTER STREET COLUMBIA SC 29201-3726			
	SC 292 9-01 		
UPS NEXT DAY AIR		1	
TRACKING #: 1Z 698 WE2 25 9568 2854			
			
BILLING: P/P			
File #: Townes at Pelham			
<small>CS 17.1.04. WNTIE90 60.0A 01/2015</small>			

RECEIVED

FEB 2 9 2015

SC Court of Appeals