

THE STATE OF SOUTH CAROLINA

In the Supreme Court

APPEAL FROM JASPER COUNTY

Special Reference Judge Luke Brown, Circuit Court Judge

Edith Polite

Appellants

Green Tree Servicing

Respondent

Case No. 2008-CP-27366

RECORD ON APPEAL

To Whom It May Concern

I, Edith Polite, am asking the Court for reconsideration on my case. My case was dismissed on 03/06/12 because proof of service wasn't sent in a timely manner. A friend of my daughter volunteered to help me since I couldn't find an attorney. She took the papers and delivered them in person knowing that everyone needed to be served and I didn't get to read it until days later.

Green Tree Servicing LLC filed a civil action suit against me on June 17, 2008. The Lawsuit indicated that I was in default for failure to make payments when due. The Lawsuit indicated that I owed them for insurance that they put on the mobile home April 2007-April 2008. I have all the receipts for my payments. There are also many discrepancies with the insurance coverage they proclaimed to put on my home. On Feb 5, 2009 Judge Luke Brown ordered Attorney Edward Grimsley to send me an itemized bill for his fees and all other fees. Before the hearing was dismissed, Judge Luke Brown suggested that I didn't pay the property tax. I told the Judge that I pay my taxes, it may have been paid late, but it was paid. My daughter said to the Judge that my land was not tied in with my mobile home. Judge Brown told Attorney Edward Grimsley that if they didn't have a receipt they would have to leave that alone. Green Tree Servicing / Attorney Edward Grimsley fell short on proving that I was in default. See Attachments. Judge Brown told me to pay Attorney Edward Grimsley for his services. They brought a lawsuit against me with false information. I'm on a fixed income and I didn't hire him.

I'm asking the Court to reopen the case and examine the information. I didn't get a chance to prove that I am not in default. They took my home for attorney fees. I want to file a lawsuit.

RECEIVED

MAR 11 2015

SC Court of Appeals

against Green Tree Servicing and Attorney Grimsley They came and disrupted our lives, we've moved from place to place for a while until we got an apartment For this hardship, I want a new home and to be compensated My daughter and granddaughter who lived with me should also be compensated because we all were dislocated, had countless sleepless nights, pain and hurt due to their actions

In Oct 2014 I became a member of Legal Shield of Merrit Webb law firm in Columbia SC They are giving me the run around I have contacted the corporate office and complained numerous times, and I am still without a lawyer I am currently still a member

Thank You,

*Edith Polite 3-2-15*  
Edith Polite

THE STATE OF SOUTH CAROLINA  
[In The Supreme Court]

APPEAL FROM EDITH POLITE

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Case No 2008 CP 27366

---

Edith Polite

v

GreenTree Servicing LLC

---

BRIEF OF APPELLANT

---

Edith Polite

P O Box 2112

Ridgeland SC 29936

843 540 5914

Edward Grimsley Law Firm LLC

1703 Laurel Street

P O Box 11682

Columbia SC 29211

803 667 3986



# CUSTOMER'S RECEIPT

KEEP THIS RECEIPT FOR YOUR RECORDS	PAY TO: <i>Green Tree</i>	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>		
	ADDRESS: <i>P.O. Box 94710</i>			
	C.O.D. OR USED FOR: <i>Palatine IL 60094-4710</i>			
SERIAL NUMBER: <b>10748673292</b>	YEAR, MONTH, DAY: <b>2007-01-24</b>	POST OFFICE: <b>299023</b>	AMOUNT: <b>\$ 459.82</b>	CLERK: <b>0015</b>



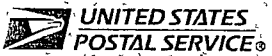
# CUSTOMER'S RECEIPT

KEEP THIS RECEIPT FOR YOUR RECORDS	PAY TO: <i>Green Tree</i>	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>		
	ADDRESS: <i>P.O. Box 94710</i>			
	C.O.D. OR USED FOR: <i>Palatine IL 60094-4710</i>			
SERIAL NUMBER: <b>11134301501</b>	YEAR, MONTH, DAY: <b>2007-02-03</b>	POST OFFICE: <b>299360</b>	AMOUNT: <b>\$ 163.82</b>	CLERK: <b>0004</b>



# CUSTOMER'S RECEIPT

KEEP THIS RECEIPT FOR YOUR RECORDS	PAY TO: <i>Green Tree</i>	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>		
	ADDRESS: <i>P.O. Box 94710</i>			
	C.O.D. OR USED FOR: <i>Palatine IL 60094-4710</i>			
SERIAL NUMBER: <b>11134318408</b>	YEAR, MONTH, DAY: <b>2007-03-06</b>	POST OFFICE: <b>299360</b>	AMOUNT: <b>\$ 164.82</b>	CLERK: <b>0004</b>



# CUSTOMER'S RECEIPT

KEEP THIS RECEIPT FOR YOUR RECORDS	PAY TO: <i>Green Tree</i>	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>		
	ADDRESS: <i>P.O. Box 94710</i>			
	C.O.D. OR USED FOR: <i>Money Note</i>			
SERIAL NUMBER: <b>11134174408</b>	YEAR, MONTH, DAY: <b>2007-04-03</b>	POST OFFICE: <b>299023</b>	AMOUNT: <b>\$ 469.82</b>	CLERK: <b>0015</b>



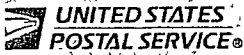
# CUSTOMER'S RECEIPT

KEEP THIS RECEIPT FOR YOUR RECORDS	PAY TO: <i>Green Tree</i>	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>		
	ADDRESS: <i>P.O. Box 94710</i>			
	C.O.D. OR USED FOR: <i>Palatine IL 60094-4710</i>			
SERIAL NUMBER: <b>11270399940</b>	YEAR, MONTH, DAY: <b>2007-05-03</b>	POST OFFICE: <b>299360</b>	AMOUNT: <b>\$ 457.82</b>	CLERK: <b>0004</b>



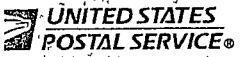
# CUSTOMER'S RECEIPT

KEEP THIS RECEIPT FOR YOUR RECORDS	PAY TO, <i>Green Tree</i>	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>		
	ADDRESS <i>P.O. Box 94710</i>			
	C O D OR USED FOR <i>Palatine IL 60094-4710</i>			
SERIAL NUMBER <b>11601651778</b>	YEAR, MONTH, DAY <b>2007-06-02</b>	POST OFFICE <b>299023</b>	AMOUNT <b>\$ 469.82</b>	CLERK <b>0008</b>



# CUSTOMER'S RECEIPT

KEEP THIS RECEIPT FOR YOUR RECORDS	PAY TO, <i>Green Tree</i>	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>		
	ADDRESS <i>P.O. Box 94710</i>			
	C O D OR USED FOR <i>Palatine IL 60094-4710</i>			
SERIAL NUMBER <b>11814709004</b>	YEAR, MONTH, DAY <b>2007-08-03</b>	POST OFFICE <b>299023</b>	AMOUNT <b>\$ 469.82</b>	CLERK <b>0004</b>



# CUSTOMER'S RECEIPT

KEEP THIS RECEIPT FOR YOUR RECORDS	PAY TO, <i>Greentree</i>	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>		
	ADDRESS <i>P.O. Box 94710</i>			
	C O D OR USED FOR <i>Palatine IL 60094-4710</i>			
SERIAL NUMBER <b>11815120348</b>	YEAR, MONTH, DAY	POST OFFICE	AMOUNT	CLERK



# CUSTOMER'S RECEIPT

KEEP THIS RECEIPT FOR YOUR RECORDS <i>check note</i>	PAY TO, <i>Green Tree Service PC</i>	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>		
	ADDRESS <i>P.O. Box 94710</i>			
	C O D OR USED FOR <i>Palatine IL 60094-4710</i>			
SERIAL NUMBER <b>10722065657</b>	YEAR, MONTH, DAY	POST OFFICE	AMOUNT	CLERK



# CUSTOMER'S RECEIPT

KEEP THIS RECEIPT FOR YOUR RECORDS	PAY TO, <i>Green Tree</i>	SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION <b>NOT NEGOTIABLE</b>		
	ADDRESS <i>P.O. Box 94710</i>			
	C O D OR USED FOR <i>traveler note</i>			
SERIAL NUMBER <b>10722051145</b>	YEAR, MONTH, DAY	POST OFFICE	AMOUNT	CLERK

**CUSTOMER'S RECEIPT**

SERIAL NUMBER  
**10722074038**

YEAR, MONTH, DAY  
**2007-11-24**

POST OFFICE  
**299023**

AMOUNT  
**\$ 469.82**

CLERK  
**0007**

PAY TO, *Green Tree*  
 ADDRESS *P.O. Box 94710*  
 C O D OR USED FOR *Palatine IL 60094-4710*

KEEP THIS RECEIPT FOR YOUR RECORDS  
**NOT NEGOTIABLE**

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION



# CUSTOMER'S RECEIPT

KEEP THIS  
RECEIPT FOR  
YOUR RECORDS

PAY TO: *Green Tree*  
ADDRESS: *P.O. Box 94710*  
C. O. D. OR  
USED FOR: *Palatine IL 60094-4710*

SEE BACK OF THIS RECEIPT  
FOR IMPORTANT CLAIM  
INFORMATION  
**NOT  
NEGOTIABLE**

SERIAL NUMBER: *11988026561* YEAR, MONTH, DAY: *2008-01-03* POST OFFICE: *299360* AMOUNT: *\$ 469.82* CLERK: *0004*



# CUSTOMER'S RECEIPT

KEEP THIS  
RECEIPT FOR  
YOUR RECORDS

PAY TO: *Green Tree*  
ADDRESS: *P.O. Box 94710*  
C. O. D. OR  
USED FOR: *Palatine IL 60094-4710*

SEE BACK OF THIS RECEIPT  
FOR IMPORTANT CLAIM  
INFORMATION  
**NOT  
NEGOTIABLE**

SERIAL NUMBER: *11988018415* YEAR, MONTH, DAY: *2008-07-01* POST OFFICE: *299360* AMOUNT: *\$ 469.82* CLERK: *0002*



# CUSTOMER'S RECEIPT

KEEP THIS  
RECEIPT FOR  
YOUR RECORDS

PAY TO: *Green Tree*  
ADDRESS: *P.O. Box 94710*  
C. O. D. OR  
USED FOR: *Palatine IL 60094-4710*

SEE BACK OF THIS RECEIPT  
FOR IMPORTANT CLAIM  
INFORMATION  
**NOT  
NEGOTIABLE**

SERIAL NUMBER: *12302656525* YEAR, MONTH, DAY: *2008-03-04* POST OFFICE: *299360* AMOUNT: *\$ 469.82* CLERK: *0004*



# CUSTOMER'S RECEIPT

KEEP THIS  
RECEIPT FOR  
YOUR RECORDS

PAY TO: *Green Tree*  
ADDRESS: *P.O. Box 94710*  
C. O. D. OR  
USED FOR: *Palatine IL 60094-4710*

SEE BACK OF THIS RECEIPT  
FOR IMPORTANT CLAIM  
INFORMATION  
**NOT  
NEGOTIABLE**

SERIAL NUMBER: *12303343023* YEAR, MONTH, DAY: *2008-04-08* POST OFFICE: *299025* AMOUNT: *\$ 469.82* CLERK: *0004*



# CUSTOMER'S RECEIPT

KEEP THIS  
RECEIPT FOR  
YOUR RECORDS

PAY TO: *Green Tree*  
ADDRESS: *P.O. Box 94710*  
C. O. D. OR  
USED FOR: *Palatine IL 60094-4710*

SEE BACK OF THIS RECEIPT  
FOR IMPORTANT CLAIM  
INFORMATION  
**NOT  
NEGOTIABLE**

SERIAL NUMBER: *12576771786* YEAR, MONTH, DAY: *2008-05-18* POST OFFICE: *299360* AMOUNT: *\$ 469.82* CLERK: *0004*

**UNITED STATES POSTAL SERVICE** **CUSTOMER'S RECEIPT**

KEEP THIS RECEIPT FOR YOUR RECORDS

PAY TO: *Green Tree* *163316300*

ADDRESS: *P.O. Box 98140*

C.O.D. OR USED FOR: *Palatine IL 60094-4210*

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

**NOT NEGOTIABLE**

SERIAL NUMBER: *12714360265* YEAR, MONTH, DAY: *2008-07-05* POST OFFICE: *299360* AMOUNT: *\$469.82* CLERK: *0004*

**UNITED STATES POSTAL SERVICE** **CUSTOMER'S RECEIPT**

KEEP THIS RECEIPT FOR YOUR RECORDS

PAY TO: *Green Tree*

ADDRESS: *P.O. Box 98140*

C.O.D. OR USED FOR: *163316300*

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

**NOT NEGOTIABLE**

SERIAL NUMBER: *12714371561* YEAR, MONTH, DAY: *2008-08-01* POST OFFICE: *299360* AMOUNT: *\$469.82* CLERK: *0004*

**UNITED STATES POSTAL SERVICE** **CUSTOMER'S RECEIPT**

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

**NOT NEGOTIABLE**

Pay to: *Greentree Service*

Address: *P.O. Box 98140*

*Palatine IL 60094-4210 - Sept Oct NOV Principle mortgage*

KEEP THIS RECEIPT FOR YOUR RECORDS

SERIAL NUMBER: *16206258058* YEAR, MONTH, DAY: *2008-11-10* POST OFFICE: *299023* AMOUNT: *\$1000.00* CLERK: *0014*

They harass me so much. I stop making my payments so that I could file for Bankruptcy. I talk with a Bankruptcy lawyer he view my paper and couldn't figure out who Green Tree file a lawsuit because my papers was up in order and my payments so he told me to make my payment as usual.

**UNITED STATES POSTAL SERVICE** **CUSTOMER'S RECEIPT**

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

**NOT NEGOTIABLE**

Pay to: *Green Tree*

Address: *P.O. Box 98140*

*Palatine IL 60094-4210 - Sept Oct NOV mortgage*

KEEP THIS RECEIPT FOR YOUR RECORDS

SERIAL NUMBER: *16206258060* YEAR, MONTH, DAY: *2008-11-10* POST OFFICE: *299023* AMOUNT: *\$409.46* CLERK: *0014*

**UNITED STATES POSTAL SERVICE** **CUSTOMER'S RECEIPT**

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

**NOT NEGOTIABLE**

Pay to: *Green Tree*

Address: *P.O. Box 94710*

*Palatine IL 60094-4210*

KEEP THIS RECEIPT FOR YOUR RECORDS

SERIAL NUMBER: *16208354248* YEAR, MONTH, DAY: *2008-12-03* POST OFFICE: *299360* AMOUNT: *\$469.82* CLERK: *0004*



# CUSTOMER'S RECEIPT

BACK OF THIS RECEIPT  
FOR IMPORTANT CLAIM  
INFORMATION

Pay to *Green Tree Service*

KEEP THIS  
RECEIPT FOR  
YOUR RECORDS

Address *P.O. Box 98140*

*Palatine IL 60094*

NOT  
NEGOTIABLE

Serial Number	Year, Month, Day	Post Office	Amount	Clerk
<b>16208367276</b>	<b>2009-01-05</b>	<b>299360</b>	<b>\$469.82</b>	<b>0004</b>



# CUSTOMER'S RECEIPT

BACK OF THIS RECEIPT  
OR IMPORTANT CLAIM  
INFORMATION

Pay to *Green Tree Service*

KEEP THIS  
RECEIPT FOR  
YOUR RECORDS

Address *P.O. Box 98140*

*Palatine IL 60094-4710*

NOT  
NEGOTIABLE

Serial Number	Year, Month, Day	Post Office	Amount	Clerk
<b>16213727913</b>	<b>2009-02-04</b>	<b>299360</b>	<b>\$469.82</b>	<b>0004</b>



# CUSTOMER'S RECEIPT

BACK OF THIS RECEIPT  
OR IMPORTANT CLAIM  
INFORMATION

Pay to *Green Tree Service LLC*

KEEP THIS  
RECEIPT FOR  
YOUR RECORDS

Address *P.O. Box 98140*

*Palatine IL 60094-4710*

NOT  
NEGOTIABLE

Serial Number	Year, Month, Day	Post Office	Amount	Clerk
<b>16212395711</b>	<b>2009-03-04</b>	<b>299023</b>	<b>\$469.82</b>	<b>0007</b>



# CUSTOMER'S RECEIPT

BACK OF THIS RECEIPT  
OR IMPORTANT CLAIM  
INFORMATION

Pay to *Green Tree Service*

KEEP THIS  
RECEIPT FOR  
YOUR RECORDS

Address *P.O. Box 98140*

*Palatine IL 60094, 4710*

NOT  
NEGOTIABLE

Serial Number	Year, Month, Day	Post Office	Amount	Clerk
<b>17215154447</b>	<b>2009-04-03</b>	<b>299023</b>	<b>\$469.82</b>	<b>0008</b>

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
\_\_\_\_\_ JUDICIAL CIRCUIT

**CERTIFICATE OF SERVICE**

Edith Polite  
Plaintiff, )

vs. )

GreenTree Servicing LLC  
Defendant. )

Case No.: 2008 - 27 - 366

I certify that on this date, I served a copy of Brief of Appellant /  
Record on Appeal in this action, dated  
March 3, 2015, on GreenTree Servicing LLC by

- Delivering it to him/her personally;
- Mailing it to him/her, at his/her last known address, by depositing it in the U S.

Mail, in an envelope with sufficient postage affixed, addressed as follows:

Certified mail to Attorney Edward Grimsley Law Firm LLC  
1703 Laurel Street, P.O. Box 11682 Columbia SC 29211 ;

Delivering it by commercial delivery service in accordance with Rule 4(d)(9),  
SCRCP, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; or,

- Other.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(See Rule 5(b)(1), SCRCP)

March 3, 2015  
Date

Edith Polite  
Signature

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

COUNTY OF JASPER

GREENTREE SERVICING, LLC AS  
ASSIGNEE FOR CONSECO FINANCE  
SERVICING CORP.,

RECEIVED

CIVIL ACTION COVERSHEET

Plaintiff(s) MAR 04 2015

2008 - CP - 27 - 366

vs.

S.C. SUPREME COURT

SHANTA W. POLITE and EDITH E.  
POLITE,

Defendant(s)

(Please Print)

Submitted By: Edward L. Grimsley  
Address: 1703 Laurel St. (29201)  
PO Box 11682  
Columbia, SC 29211

SC Bar #: 2326  
Telephone #: 803-233-0797  
Fax #: 803-233-0798  
Other:  
E-mail: egrimsley@grimsleylaw.com

RECEIVED  
CLERK OF COURT  
JASPER COUNTY S.C.  
MAR 13 2015 1:31

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)

- |  |   |   |  |
|--|---|---|--|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> Employment (120)</li> <li><input type="checkbox"/> General (130)</li> <li><input type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Other (199)</li> </ul>   | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299)</li> </ul>   | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assault/Slander/Libel (300)</li> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Other (399)</li> </ul> | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input type="checkbox"/> Other (499)</li> </ul>   |
| <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599)</li> </ul>   | <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Other (799)</li> </ul> | <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstate Driver's License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture - Petition (840)</li> <li><input type="checkbox"/> Forfeiture - Consent Order (850)</li> <li><input type="checkbox"/> Other (899)</li> </ul>  | <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOT (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Administrative Law Judge (980)</li> <li><input type="checkbox"/> Public Service Commission (990)</li> <li><input type="checkbox"/> Employment Security Comm (991)</li> <li><input type="checkbox"/> Other (999)</li> </ul> |
| <p><b>Special/Complex /Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental (600)</li> <li><input type="checkbox"/> Automobile Arb (610)</li> <li><input type="checkbox"/> Medical (620)</li> <li><input type="checkbox"/> Other (699)</li> <li><input type="checkbox"/> Pharmaceuticals (630)</li> <li><input type="checkbox"/> Unfair Trade Practices (640)</li> <li><input type="checkbox"/> Out-of State Depositions (650)</li> <li><input type="checkbox"/> Sexual Predator (510)</li> </ul> |   |   |  |

Submitting Party Signature: Edward L. Grimsley

Date: June 13, 2008

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

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

) IN THE COURT OF COMMON PLEAS  
) FOURTEENTH JUDICIAL CIRCUIT  
)  
) C/A #: 2008-CP-27-2666

GREENTREE SERVICING, LLC AS  
ASSIGNEE FOR CONSECO FINANCE  
SERVICING CORP.,

Plaintiff,

vs.

SHANTA W. POLITE AND EDITH E.  
POLITE,

Defendants.

**SUMMONS**

(Claim and Delivery)

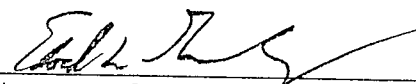
(Non-Jury)

FILED  
JUN 17, PM 1:31  
CLERK OF COURT  
JUDICIAL CIRCUIT  
COLUMBIA, SC

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, and to serve a copy of your answer to said Complaint upon the subscriber at his office, 1703 Laurel Street, Post Office Box 11682, Columbia, South Carolina, 29211, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, the plaintiff 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.

GRIMSLEY LAW FIRM, LLC  
Post Office Box 11682  
Columbia, South Carolina 29211  
(803) 233-0797

By:   
Attorneys for the Plaintiff  
Edward L. Grimsley  
Benjamin E. Grimsley

June 13, 2008

**FOR MANDATED ADR COUNTIES ONLY**  
Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,  
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

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 210<sup>th</sup> 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 JASPER

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

C/A #: 2008-CP-27-366

GREENTREE SERVICING, LLC AS  
ASSIGNEE FOR CONSECO FINANCE  
SERVICING CORP.,

Plaintiff,

vs.

SHANTA W. POLITE AND EDITH E.  
POLITE,

Defendants.

**COMPLAINT**

(Claim and Delivery)

(Non-Jury)

FILED  
2008 JUN 17 1 PM 1:31  
CLERK OF SUPERIOR COURT  
JASPER COUNTY SC

COMES NOW the plaintiff complaining of the defendants and alleging:

1. The plaintiff, GreenTree Servicing, LLC as Assignee for Conseco Finance Servicing Corp. ("Plaintiff"), is a limited liability company doing business in the state of South Carolina.
2. Upon information and belief, Defendants Shanta W. Polite and Edith E. Polite are citizens and residents of Jasper County, South Carolina.
3. Plaintiff holds a security interest in the following personal property: a manufactured home, bearing Vehicle Identification Number ("VIN") GBHMN33149AB and described as a 200 Bellcrest, model Powerhouse, together with the Stove, Refrigerator, Washer, Dryer, Air Conditioner, Dishwasher, Skirting and Steps, together with all other property added or attached to it (together, the "Manufactured Home"), which, upon information and belief, is currently located in Jasper County, South Carolina.
4. This Court has jurisdiction over this matter
5. On or about June 16, 2000, the Defendants Shanta W. Polite and Edith E. Polite (hereinafter referred to as the "Defendants Polite") executed and delivered a Manufactured Home

Retail Installment Contract and Security Agreement and Disclosure Statement (the "Agreement") in which they agreed to purchase and did purchase the Manufactured Home.

6. Subsequently, the Agreement was assigned for valuable consideration to the Plaintiff herein, who is the owner thereof

7 Under the terms of the Agreement, the Defendants Polite promised to pay to the Plaintiff the sum of Forty-Six Thousand Four Hundred Forty-Four and 00/100 (\$46,444.00) Dollars plus finance charges in Three Hundred Sixty (360) equal monthly installment payments, each in the amount of Four Hundred Seventy-Eight and 16/100 (\$478.16) Dollars, under the terms and provisions set out therein.

8. A true and authentic copy of the Agreement together with the Assignment is attached hereto and incorporated herein by reference as Exhibit A.

9. As part of the Agreement, Defendants Polite granted to Plaintiff a security interest in the Manufactured Home as evidenced by the Certificate of Title No. 29494565-A for the Manufactured Home listing the Plaintiff as the first lienholder.

10. A true and authentic copy of the Certificate of Title is attached hereto and incorporated herein by reference as Exhibit B.

11. The Plaintiff is informed and believes that the Manufactured Home is in the possession of the Defendants Polite and is presently located in Jasper County, at 243 Tutens Landing Road, Ridgeland, State of South Carolina 29936.

12. As provided in the Agreement, Plaintiff may in the event of default declare the entire unpaid balance plus interest and other sums payable by the Defendants Polite to be immediately due

and payable and may enter upon Defendants' property or any other property where the Manufactured Home may be found and repossess and remove the Manufactured Home.

13 According to the terms and conditions under the Agreement, the Defendants Polite are now, and for some period of time have been, in default for failure to make payments when due

14. On or about February 29, 2008, the Plaintiff sent the Defendants Polite a written notice of right to cure stating that the Defendants have twenty (20) days to cure the delinquent loan.

15. The Defendants Polite failed to cure the default on the loan, and the loan balance was thereafter accelerated by the Plaintiff.

16. The total sum now due on the loan as of June 12, 2008, is Fifty-One Thousand Five Hundred Ninety-Four and 67/100 (\$51,594 67) Dollars, as set forth in the Affidavit and Verified Statement of Account, signed by the Plaintiff, and attached hereto and incorporated herein as Exhibit C.

17 By reason of the default of the Defendants Polite, the Plaintiff is entitled to possession of the Manufactured Home. The Plaintiff has made due demand therefor, but the Defendants Polite have wrongfully failed and refused to deliver the Manufactured Home to the Plaintiff.

18. Upon information and belief, the Manufactured Home that is the subject of this action has not been taken pursuant to any statute for any tax, assessment, or fine, nor has it been seized under an execution or attachment against said Manufactured Home

19. By virtue of the default under the Agreement by the Defendants Polite, and by virtue of the perfected security interest granted to Plaintiff by the Defendants Polite in said Manufactured

Home, the Plaintiff is informed and believes it is entitled to an Order of the Court allowing it to repossess the Manufactured Home from the Defendants Polite.

WHEREFORE, Plaintiff prays that this honorable court enter its order awarding the following relief:

1. Judgment against the Defendants Shanta W. Polite and Edith E. Polite, awarding Plaintiff possession of the Manufactured Home, a 200 Bellcrest, model Powerhouse, VIN # GBHMN33149AB, together with the Stove, Refrigerator, Washer, Dryer, Air Conditioner, Dishwasher, Skirting and Steps, together with any property added or attached thereto, as set forth in the Agreement;

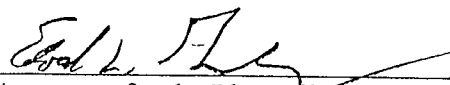
2. Reserving unto the Plaintiff the right to take such further legal action as is necessary to pursue any deficiency sum against the Defendants Shanta W. Polite and Edith E. Polite that may result after sale of the collateral in issue, if applicable;

3. For all costs of collection, including reasonable attorney's fees; and

4. For such other and further relief as the Court deems just and proper.

GRIMSLEY LAW FIRM, LLC  
Post Office Box 11682  
Columbia, South Carolina 29211  
(803) 233-0797

BY:

  
\_\_\_\_\_  
Attorneys for the Plaintiff  
Edward L. Grimsley  
Benjamin E. Grimsley

June 13, 2008



ASSIGNMENT BY SELLER

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference, and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

IN ADDITION TO THE ABOVE, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse". A "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts B "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract D "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below.  
HITCHALL AUSTIN, A SOLE

By: Sharon R. Miner (Seller) Title: Managing Partner  
(  ) A Without Recourse ( ) B Limited Recourse ( ) C Repurchase ( ) D With Recourse ( ) E Limited Repurchase  
\_\_\_\_\_ Payments \_\_\_\_\_ Payments

default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

13. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

14. ATTORNEY'S FEES: If you hire an attorney who is not a salaried employee to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

15. MISCELLANEOUS PROVISIONS: This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

16. ARBITRATION. All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN). The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

17. ADDITIONAL TERMS:

N/A

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

NOTICE TO BUYER: 1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND YOU MAY HAVE THE RIGHT TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. 4. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY, PUBLIC LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PHYSICAL DAMAGE INSURANCE BOX ON PAGE 1.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT

*Shanta W. Polite*  
Signature of Buyer SHANTA W. POLITE

*10-16-00*  
Date

*Edith E. Polite*  
Signature of Buyer EDITH E. POLITE

*10-16-00*  
Date

FRGA3

GT 10 00 210 (6/99) MH-RIC

DELAWARE, FLORIDA, GEORGIA, KENTUCKY, MISSOURI, NEVADA

APP # - 05116779

**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**

Date June 16, 2000

EDITH E POLITE

BUYER SHANTA W POLITE, RR 5 BOX 333B, RIDGELAND, SC 29936-9133

16331630

SELLER MITCHALL AUSTIN, A SOLE, 4020 OGEECHEE RD, SAVANNAH GA 31405

ASSIGNEE CONSECO FINANCE SERVICING CORP.

7406 FULLERTON ST SUITE 201, JACKSONVILLE, FL 32256

**FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES**

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost me)	Amount Financed (The amount of credit provided to me or on my behalf)	Total of Payments (The amount I will have paid after I have made all payments as scheduled)	Total Sale Price (The total cost of my purchase on credit, including my down payment of)
12.01 %	\$ 125,693.60	\$ 46,444.00	\$ 172,137.60	\$ 5,161.00 \$ 177,298.60

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	478.16	Monthly beginning 8-1-00

SECURITY. I am giving a security interest in:

The goods or property being purchased N/A Other (Describe) N/A

FILING FEES: \$ 5.00 LATE CHARGE If a payment is more than 15 days late, I will be charged lesser of \$5.00 or 5% of the unpaid amount of the installment

PREPAYMENT. If I pay off early, I N/A may  will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms. See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

**ITEMIZATION OF THE AMOUNT FINANCED**

1 Cash Sale Price (including Taxes of)	\$ 300.00	\$ 50,700.00
2 Gross Trade-In	\$ .00	
Less Amount Owed on Trade-In	\$ .00	
Net Trade-In	\$ .00	
Description Make Year	N/A N/A	
3 Cash Down Payment	\$ 5,161.00	
4 Total Down Payment		\$ 5,161.00
5 Unpaid Balance of Cash Sale Price (1 - 4)		+ \$ 45,539.00
6 Paid to Public Officials		+ \$ 0.00
7 Paid to Insurance Companies		+ \$ 900.00
8 Paid to Appraiser		+ \$ .00
9 a Paid to SEE ATTACHMENT		+ \$
b Paid to TOTAL AMOUNT FROM ATTACHMENT		+ \$ 5.00
c Paid to		+ \$
d Paid to CREDITOR FOR PTS/ORIG. FEE		+ \$ 2,786.64
e Paid to		+ \$
f Paid to		+ \$
g Paid to		+ \$
10 Principal Balance (5+6+7+8+9 a-g)		+ \$ 49,230.64
11 Prepaid Finance Charges		- \$ 2,786.64
12 Amount Financed (10 - 11)		\$ 46,444.00

**PHYSICAL DAMAGE INSURANCE**

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

\$ 900.00 for insurance protection for a term of 3 years  
 Comprehensive (\$ 250.00 deductible)  
 Flood  
 Liability  
 Other N/A  
 Vendor's Single Interest

**OPTIONAL CREDIT LIFE AND DISABILITY INSURANCE**

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost

The term of this insurance is N/A years

Single Credit Life Insurance \$ 0.00  
 Joint Credit Life Insurance \$ 0.00  
 Single Credit Disability Insurance \$ 0.00  
 Total \$ 0.00

Signature of Buyer(s) Insured

Date

**CONTRACT AND SECURITY AGREEMENT**

1 DEFINITIONS "I", "me", "my" means the Buyer(s) "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller) The "parties" means the Buyer and Seller, together "Manufactured Home" means the manufactured home and any other property described on page 2 "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement

FRGAL

Bankers Systems Inc., St. Cloud, MN Form GT MHRC LAZ 2 B/24/99

ORIGINAL

GT-10 00 210 (6/99)

S.W.P.  
(initial)

E.E.P.  
(initial)

(page 1 of 4)

NEW OR USED	YEAR AND MAKE		Manufactured Home	
N	2000 BELLCREST HOMES	MODEL	SERIAL NUMBER	SIZE
	X Stove	X Refrigerator	X Washer	X Dryer
Other (Describe)	DISHWASHER, SKIRTING, STEPS		GBHMN33149AB	28 X 52

2 PURCHASE: I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.

3 SECURITY INTEREST: I give you a security interest under the applicable certificate of title law or Uniform Commercial Code in the Manufactured Home and any property added or attached to it, to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in proceeds and premium refunds of any insurance and service contracts purchased with this Contract. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. To the extent, if any, that any Contract (whether or not accompanied by any one or more original) constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction) no security interest in any Contract may be created in any document(s) other than the original.

4 PAYMENTS AND LATE CHARGE: I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.

5. NSF FEE: If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of greater of \$25.00 or 5% of the check amount.

6 PREPAYMENT: I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A.

7 PARTIAL PREPAYMENTS WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.

7 SIMPLE INTEREST CONTRACT: This is a simple interest contract. The interest rate is 11.250% per annum.

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

8. NO WARRANTIES: I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

9 PROTECTION OF THE MANUFACTURED HOME: I will (a) keep the Manufactured Home in good condition and not commit waste, sell, lease or otherwise transfer the Manufactured Home, (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

10 INSURANCE: I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorneys' fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

11. COLLATERAL PROTECTION INSURANCE: I am giving you a security interest in property to secure this loan. I understand that I must keep this property insured against loss, expense or damage due to fire, theft, collision or other such risks in the amounts you require. Unless I provide evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after providing evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance. I may be able to obtain on my own.

12 DEFAULT: I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) Acceleration. You can require me to immediately pay you the entire remaining balance of this Contract, and/or (b) Repossession. You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I

FRGA2

BankersSystems Inc. St. Cloud MN Form GT MHRCLAZ 2 8/24/92

ORIGINAL

GT 10 00 210 (6/99)

S.W.P. EEP  
Initials Initials

**NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION PRACTICES ACT**

**In accordance with the Fair Debt Collection Practices Act (15 U.S.C. §1692 et seq.), we advise you as follows:**

- 1 This is a lawsuit brought on behalf of GreenTree Servicing, LLC as Assignee for Conesco Finance Servicing Corp (“GREENTREE”), in an attempt to collect from you a debt in the amount of \$51,594.67 as of June 12, 2008 plus interest, fees, and costs accruing thereafter.
- 2 Unless you dispute the validity of your debt or any portion of such debt to GREENTREE within thirty (30) days after receipt of this notice, we will assume that the debt is valid,
3. If you notify Plaintiff’s law firm within thirty (30) days after you receive this notice that your debt to GREENTREE or any portion thereof is disputed, we will mail you a verification of the debt and, upon your written request within the thirty-day period, Plaintiff’s law firm will provide you with the name and address of the original creditor; if different from the current creditor.
4. Written requests should be addressed to Grimsley Law Firm, LLC, Post Office Box 11682, Columbia, South Carolina 29211.
5. **Please be advised that the time period within which you have to dispute the amount of your debt and request additional information in no way alters or affects the time period set forth in the Summons or within which you must file an Answer to the Complaint.**

**PLEASE BE ADVISED THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

GREENTREE SERVICING, LLC AS  
ASSIGNEE FOR CONSECO FINANCE  
SERVICING CORP.,

Plaintiff,

vs.

SHANTA W. POLITE AND EDITH E.  
POLITE,  
Defendants.

) IN THE COURT OF COMMON PLEAS  
) FOURTEENTH JUDICIAL CIRCUIT  
)

C/A #:

**AFFIDAVIT AND VERIFIED  
STATEMENT OF ACCOUNT**

#16331630

The undersigned, being first duly sworn, deposes and says that:

1. S/he is the authorized agent of GreenTree Servicing, LLC as Assignee for Conseco Finance Servicing Corp (GreenTree);
2. S/he is familiar with the books and records relating to the account of Defendants, and this account is now in default under the terms of the written agreement between GreenTree and Defendants;
3. As a result of the default of Defendants, GreenTree has elected to accelerate the amount due under the agreement and repossess its collateral,
4. The amount of Fifty-One Thousand Five Hundred Ninety-Four and 67/100 (\$51,594.67) dollars claimed due on the account of Defendants as of June 12, 2008, is true and correct, and
5. No portion of the amounts now due have been paid or otherwise satisfied, except as indicated above.

GREENTREE SERVICING, LLC AS ASSIGNEE  
FOR CONSECO FINANCE SERVICING CORP.

By: [Signature]  
Its authorized agent

SWORN to before me this

12 day of June, 2008

[Signature]  
Notary Public, State of South Carolina  
My Commission Expires. 8-28-16

LAW OFFICES OF  
DARRELL THOMAS JOHNSON, JR., LLC  
POST OFFICE BOX 1125  
300 MAIN STREET  
HARDEEVILLE, SOUTH CAROLINA 29927

DARRELL THOMAS JOHNSON, JR  
MILLS LANE MORRISON, JR \*\*  
WARREN PAUL JOHNSON

\*\* ALSO LICENSED IN GEORGIA

843-784-2142  
FAX 843-784-5770  
[tdjohnson1@hargray.com](mailto:tdjohnson1@hargray.com)

October 13, 2008

Edward L. Grimsley, Esquire  
GRIMSLEY LAW FIRM, LLC  
Post Office Box 11682  
Columbia, South Carolina 29211

RE: Greentree Servicing, LLC As Assignee For Conseco Finance  
Serving, Corp.  
Jasper County Case No.: 08-CP-27-366  
Our File No.: 17-450-01-200-08

Dear Ed:

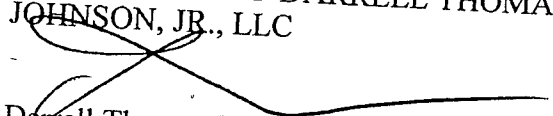
The 2007 insurance document you sent shows a zero balance. They have been asking for information on this for over a year. Enclosed are copies of the money orders for the months in your affidavit.

It seems that you are entitled to \$448 for four months of insurance and the September and October payments.

Will you accept \$1,388?

With kindest regards,

LAW OFFICES OF DARRELL THOMAS  
JOHNSON, JR., LLC

  
Darrell Thomas Johnson

DTJ/ps/enc

cc: Ms. Polite

*Insurance Information*

**GRIMSLEY LAW FIRM, LLC**  
Attorneys at Law

1703 Laurel Street  
P O. Box 11682 (29211)  
Columbia, South Carolina 29201

Telephone (803) 233-1177  
Facsimile (803) 233-0798  
Email [egrimsley@grimsleylaw.com](mailto:egrimsley@grimsleylaw.com)  
[bgrimsley@grimsleylaw.com](mailto:bgrimsley@grimsleylaw.com)

Edward L. Grimsley  
Benjamin E. Grimsley

August 13, 2008

*COPY*

*Client  
ASAF*

VIA FACSIMILE: 843-784-5770  
Darrell Thomas Johnson, Esquire  
Law Offices of Darrell Thomas Johnson, Jr., LLC  
Post Office Box 1125  
300 Main Street  
Hardeeville, South Carolina 29927

RE: GreenTree Servicing, LLC, et al. vs. Shanta W. Polite, et al.  
C/A No.: 2008-CP-27-366

Dear Mr. Johnson:


Enclosed please find the Insurance Declaration Page for the coverage period of 4/13/08 through 4/13/09, a screen printout showing the premium paid by GreenTree Servicing for the coverage as well as an accounting which shows Forced Placed Insurance provided by GreenTree Servicing for the coverage period of 4/13/07 through 4/13/08 which has been altered to conceal the identify of other consumers.

Also please be advised that this matter is currently on the Common Pleas Motion Docket for September 5, 2008 at 9:00 a.m.

Please review the enclosed documents and determine whether you believe this matter can be settled. If not, please advise if you will consent to this matter being referred to Luke Brown, as the Special Referee for a hearing.

I look forward to hearing from you soon and should you have any questions, please feel free to contact me.

Sincerely,



Edward L. Grimsley

ELG/mms  
Enclosures

*paper 1*



MH 16331630 0

- 21-MH Conv New/Fixed
- Delinquent
- Total Due of \$1,776.39
- 98 Days Past Due

- F5 Account
- F6 Contacts
- F7 Collateral
- F8 Insurance**
- F9 Note History
- F10 Payment History
- F11 Promise to Pay
- F12 End Call

Next Account:  Go

Complete Manager Review

### Primary Account Information

Borrower Name	POLITE SHANTA W	Due Date	05/05/2008	Svc Reg/Queue	95/15
Coborrower Name	POLITE EDITH E	Last Payment Date	07/11/2008	Code Line	LGL
Home Phone		Late Charge	\$12.59	Follow-Up Date	08/09/2008
Work Phone		Regular Payment	\$478.16	Outcome Code	AR
Mailing Address	243 TUTEN LANDING RD	Principal Balance	\$48,288.97	SBS	GTA Loan
Mailing Address		Per Diem	\$14.88	15/30/60/90	9/41/15/2
Mail City State	RIDGELAND SC 29936	Int Earned NC	\$1,926.22	Ext/Def/STRM	3/0/0
Property Addr	243 TUTEN LANDING RD	Payments Made	91	# Returns Prior 12	1
Property Addr	PRIVATE LAND	Borrower SSN		# of TOES	0
Property City	RIDGELAND SC 29936	Coborrower SSN		GTP Score	63.73626

### Insurance

Insurance Type	Outsid	Finance	Ins Effective Da	Expiration Date	Balance	Payment Amt	Term	Company Co
12-Physical Damage	No	3	04/13/2008	04/13/2009	\$1,174.55	\$117.46	12	136 - Assurant Insur
11-Physical Damage	No	3	04/13/2007	04/13/2008	\$0.00	\$129.91	12	136 - Assurant Insur
10-Physical Damage	No	1	06/16/2000	06/16/2001	\$0.00	\$0.00	12	166 - American Fami

#### Details for Selected Record:

Premium Amount: \$1,106.00  
 Policy Cancellation Date:  
 Service Fee: \$68.55  
 Payment Effective Date: 07/05/2008  
 Number of Payments: 10  
 Payment Amount: \$117.46  
 Final Payment Amount: \$117.41  
 Balance: (\$1,174.55)  
 Policy Number: 00M158161300  
 Setup Date: 05/07/2008  
 Active: Yes  
 Seq # / Prev / Parent: PAY00017/000/000

Transaction Description:  
 Who's Tracking: AssurTrack

#### Agent Information for Selected Record\*

Company:  
 Name:  
 Address:  
 Phone:

\* This information will only be displayed for outside policies and for policies with company codes 910, 915, or 999.

*Balance*



STATE OF SOUTH CAROLINA

COUNTY OF JASPER

GREENTREE SERVICING, LLC AS  
ASSIGNEE FOR CONSECO FINANCE  
SERVICING CORP.,

Plaintiff,

vs

SHANTA W. POLITE AND EDITH H.  
POLITE,

Defendants.

) IN THE COURT OF COMMON PLEAS  
) FOURTEENTH JUDICIAL CIRCUIT  
)

) C / A #: 2008-CP-27-366  
)  
)

) **AFFIDAVIT OF**  
) **GREENTREE SERVICING, LLC**  
)  
)

The undersigned, being first duly sworn, deposes and says that:

1. He/She is an authorized agent of GreenTree Servicing, LLC, as Assignee for Conseco Finance Servicing Corp. ("GreenTree");

2. On April 13, 2007 and April 13, 2008 GreenTree was forced to provide Hazard Insurance on the manufactured home each in the amount of \$1,106.00 as the Defendants failed to insure the manufactured home themselves or have failed to provide GreenTree with proof of Insurance; and

3. A copy of the above Hazard Insurance Declaration pages are attached hereto and incorporated herein as "Exhibit A" to this Affidavit.

GreenTree Servicing, LLC as Assignee for Conseco  
Finance Servicing Corp.

By *[Signature]*  
Its: CHRIS POPE  
REC MGR.

SWORN to before me this  
29 day of October, 2008

*[Signature]*  
Notary Public, For the State of South Carolina  
My Commission Expires. 8-28-14

# INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT

ATTENTION: Monica  
 FAX#: (803) 233-0798  
 EMAIL:  
 FROM: Green Tree Insurance Agency  
 Date: 08/12/2008  
 Time: 9 10 22 AM  
 Account#: 16331630

**AGENT**  
 GREEN TREE  
 INSURANCE AGENCY  
 P O BOX 6158  
 RAPID CITY, SD 57709  
 (800) 525-0960

**INSURANCE COMPANY:** AMERICAN BANKERS  
**EFFECTIVE DATE:** 04/13/2007  
**EXPIRATION DATE:** 04/13/2008  
 THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER POLICY# CIM15037550

**CUSTOMER NAME**  
 Shanta Polite  
 Edith Polite

**MAILING ADDRESS**  
 243 TUTEN LANDING RD  
 RIDGELAND, SC 29936

DESCRIPTION OF COLLATERAL INCLUDING LOCATION				
Year	Make	Serial#	Location	
2000	BELLCREST	GBHMN33149AB	243 TUTEN LANDING RD RIDGELAND, SC 29936	

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE:	COVERAGE AMOUNT	REPLACEMENT COST?
PROPERTY	DWELLING COMPHRENSIVE	\$500 00	\$44,602 00	DWELLING <input type="checkbox"/>
	PERSONAL EFFECTS		\$0 00	PERSONAL EFFECTS <input type="checkbox"/>
	ADJACENT STRUCTURES		\$0 00	FLOOD <input checked="" type="checkbox"/>
	PERSONAL LIABILITY		\$0 00	OTHER <input checked="" type="checkbox"/>
	<b>SPECIAL CONDITIONS</b>	PREMIUM		\$1,106 00

FORCE PLACED POLICY COVERS GREEN TREE SERVICING LLC'S INTEREST ONLY

**LOAN #.** 2ND LIEN  
**ADDITIONAL INSURED**

**NAME ADDRESS OF MORTGAGEE.**  
 Green Tree Servicing LLC, Its affiliates and/or assigns  
 P O Box 6158  
 Rapid City, SD 57709-6158

# INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT

ATTENTION: Monica  
 FAX#: (803) 233-0798  
 EMAIL:  
 FROM: Green Tree Insurance Agency  
 Date: 08/12/2008  
 Time: 9 10 22 AM  
 Account#: 16331630

AGENT  
 GREEN TREE  
 INSURANCE AGENCY  
 P O BOX 6158  
 RAPID CITY, SD 57709  
 (800) 525-0960

INSURANCE COMPANY: AMERICAN BANKERS  
 EFFECTIVE DATE: 04/13/2008  
 EXPIRATION DATE: 08/29/2008  
 THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER POLICY# CIM15816130

CUSTOMER NAME  
 Shanta Polite  
 Edith Polite

MAILING ADDRESS  
 243 TUTEN LANDING RD  
 RIDGELAND, SC 29936

DESCRIPTION OF COLLATERAL INCLUDING LOCATION			
Year	Make	Serial#	Location
2000	BELLCREST	GBHMN33149AB	243 TUTEN LANDING RD RIDGELAND, SC 29936

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE:	COVERAGE AMOUNT	REPLACEMENT COST?
PROPERTY	DWELLING COMPHRENSIVE	\$500 00	\$44,602 00	DWELLING <input type="checkbox"/>
	PERSONAL EFFECTS		\$0 00	PERSONAL EFFECTS <input type="checkbox"/>
	ADJACENT STRUCTURES		\$0 00	FLOOD <input checked="" type="checkbox"/>
	PERSONAL LIABILITY		\$0 00	OTHER <input type="checkbox"/>

SPECIAL CONDITIONS  
 FORCE PLACED POLICY COVERS GREEN TREE SERVICING LLC'S INTEREST ONLY

LOAN #  
 2ND LIEN  
 ADDITIONAL INSURED

NAME ADDRESS OF MORTGAGEE  
 Green Tree Servicing LLC, its affiliates and/or assigns  
 P O Box 6158  
 Rapid City, SD 57709-6158

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

C/A #: 2008-CP-27-366

GREENTREE SERVICING, LLC AS  
ASSIGNEE FOR CONSECO FINANCE  
SERVICING CORP ,

Plaintiff,

vs.

SHANTA W. POLITE and EDITH H. POLITE,

Defendants.

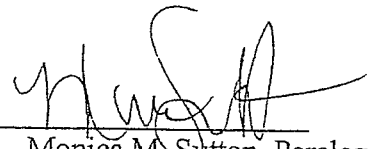
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that she served the **Affidavit of GreenTree Servicing, LLC** filed in the above-captioned case, via United States Mail, first-class, postage-paid, on the parties listed below on October 31, 2008.

Shanta W. Polite  
243 Tutens Landing Road  
Ridgeland, South Carolina 29936

Edith H Polite  
243 Tutens Landing Road  
Ridgeland, South Carolina 29936

Darrell Thomas Johnson, Jr., Esq.  
Law Office of Darrell Thomas Johnson, Jr., LLC  
Post Office Box 1125  
300 Main Street  
Hardeeville, South Carolina 29927

By   
Monica M Sutton, Paralegal  
Grimley Law Firm, LLC  
P. O. Box 11682  
Columbia, South Carolina 29211

Feb 5, 2009  
At the Hearing

CIN 1503755 00 06/05/07 39 N A 0310

<b>CERTIFICATE OF INSURANCE</b> AMERICAN RELIABLE INSURANCE COMPANY 11222 Quail Beach Drive, Miami, FL 33157		NEW DECLARATION * * * * * EFFECTIVE 04/13/07 12:01 AM, STANDARD TIME.	
<b>CERTIFICATE OF INSURANCE</b>	<b>POLICY PERIOD</b>	<b>TERM</b>	<b>ACCOUNT/AGENCY NUMBER</b>
CIN 1503755 00	FROM 04/13/07 TO 04/13/08	MONTHS 012	QJLI001
<b>LENDER'S POLICY NUMBER</b> CIN223		<b>ACCOUNT NUMBER</b> 16331630	

<b>BORROWER'S NAME AND ADDRESS</b>	<b>INSURED LENDERS NAME AND ADDRESS</b>
SHANTA POLITE 243 TUTEN LANDING RD RIDGELAND SC 29936	GREEN TREE SERVICING LLC ITS AFFILIATES AND/OR ASSIGNS P O BOX 979120 MIAMI FL 33197

DESCRIPTION OF PROPERTY				
YEAR	MODEL AND BODY TYPE	DEDUCTIBLE	IDENTIFICATION NUMBER	MAXIMUM LIMIT OR LIABILITY
2000	BELLCREST MODEL	\$500	GBRMM3314	\$44,602

Endorsements made a part of this Certificate or Individual Policy at time of issuance:  
 AR9003EN -12/98\*, AR9049CN -12/98\*, AR9064EN -12/98\*, AR9281EN -10/00\*

BORROWERS PROPERTY COVERAGE \$169.00  
 BASIC PREMIUM \$937.00  
 TOTAL PREMIUM \$1,106.00

IN REGARD TO SINGLE INTEREST ONLY, WE DIRECT ATTENTION TO THE FACT THAT COVERAGE UNDER THIS CERTIFICATE PROTECTS THE INTEREST OF THE LENDER ONLY, AND DOES NOT PROTECT THE INTEREST OR EQUITY OF THE BORROWER. THIS DOES NOT APPLY TO DUAL INTEREST COVERAGE.

NOTE: YOUR COVERAGE WILL TERMINATE IF THE LOAN IS PAID OFF.

ACCOUNT/AGENCY ADDRESS

GREEN TREE IMS AGENCY  
 3500 YANKEE DR  
 EAGAN MN



AR9050DN-1298

COMPANY COPY  
*(Handwritten signature/initials)*

CIN 1581613 00 05/05/08

39 N A 0310

<b>CERTIFICATE OF INSURANCE</b> AMERICAN RELIABLE INSURANCE COMPANY 11221 Quail Point Drive, Miami, FL 33157		NEW DECLARATION * * * * * EFFECTIVE 04/13/09 12:01 AM, STANDARD TIME.	
<b>CERTIFICATE OF INSURANCE</b>	<b>POLICY PERIOD</b>	<b>TERM</b>	<b>ACCOUNT/AGENCY NUMBER</b>
CIN 1581613 00	FROM 04/13/08 TO 04/13/09	MONTHS 012	00L1001
LENDER'S POLICY NUMBER CIN223		ACCOUNT NUMBER 16331630	

<b>BORROWER'S NAME AND ADDRESS</b>	<b>INSURED LENDERS NAME AND ADDRESS</b>
SHANITA POLITE 243 TUTEN LANDING RD RIDGELAND SC 29936	GREEN TREE SERVICING LLC ITS AFFILIATES AND/OR ASSIGNS P O BOX 979120 MIAMI FL 33197

DESCRIPTION OF PROPERTY				
YEAR	MODEL AND BODY TYPE	DEDUCTIBLE	IDENTIFICATION NUMBER	MAXIMUM LIMIT OF LIABILITY
2000	BELLCREST MODEL	\$500	G9HMN3314	\$44,602

Endorsements made a part of this Certificate or individual Policy at time of issuance:

AR9003EN -09/07\*, AR9049CN -12/98\*, AR9064EN -12/98\*, AR9281EN -10/00\*

BASIC PREMIUM	\$537.00
BORROWERS PROPERTY COVERAGE	\$169.00
TOTAL PREMIUM	\$7,105.00

IN REGARD TO SINGLE INTEREST ONLY, WE DIRECT ATTENTION TO THE FACT THAT COVERAGE UNDER THIS CERTIFICATE PROTECTS THE INTEREST OF THE LENDER ONLY, AND DOES NOT PROTECT THE INTEREST OR EQUITY OF THE BORROWER. THIS DOES NOT APPLY TO DUAL INTEREST COVERAGE.

NOTE: YOUR COVERAGE WILL TERMINATE IF THE LOAN IS PAID OFF.

ACCOUNT/AGENCY ADDRESS

GREEN TREE INS AGENCY  
 3500 YANKEE DR  
 EAGAN MN



AR9050DN-1298

COMMANY COPY

# GRIMSLEY LAW FIRM, LLC

Attorneys at Law

Edward L. Grimsley  
Benjamin E. Grimsley \*

1703 Laurel Street  
P O Box 11682 (29211)  
Columbia, South Carolina 29201

Telephone (803) 233-1177  
Facsimile (803) 233-0798  
Email [egnmsley@grimsleylaw.com](mailto:egnmsley@grimsleylaw.com)  
[bgrimsley@grimsleylaw.com](mailto:bgrimsley@grimsleylaw.com)

\* Also admitted in North Carolina

February 9, 2009

Ms. Shanta W. Polite  
243 Tuten Landing Road  
Ridgeland, SC 29936

RE. GreenTree Servicing, LLC vs. Shanta W. Polite, et al.  
Civil Action No : 2008-CP-27-366

Dear Ms. Polite.

Pursuant to Judge Brown's ruling of February 5, 2009, you have been given a 30 day extension to assist you in reinstating your account with GreenTree Servicing, LLC. Below is a listing of the months and amounts owed, to include late fees and insurance premiums currently due on your account:

October 5, 2008	\$104.90
November 5, 2008	\$478.16
December 5, 2008	\$478.16
January 5, 2009	\$478.16
February 5, 2009	\$478.16
March 5, 2009	\$478.16

Late fees due in the amount of \$22.59

Outstanding balance owed for Insurance due in the amount of \$104.90

The amount needed to bring this account current is \$2,622.29 along with payment of the attorney's fees and costs associated with this matter in the amount of \$1,968.74 for a **Total Reinstatement Amount of \$4,591.03 due to GreenTree no later than 5:00 p.m. on March 10, 2009.**

Your contact representative with GreenTree Servicing, LLC is Arnisha Goins and can be reached at 803-750-3880. If you have any questions or need any additional information, please feel free to contact me.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
C/A NO. 2008-CP-27-366

GREENTREE SERVICING, LLC AS )  
ASSIGNEE FOR CONSECO FINANCE )  
SERVICING CORP., )

Plaintiff, )

vs. )

SHANTA W POLITE AND EDITH E )  
POLITE, )

Defendants. )

**JUDGMENT ORDER**

ARMARIST FORST  
CLERK OF COURT  
JASPER COUNTY, SC

2009 MAR 27 AM 10:50

FILED

This action was commenced by the filing of a Summons and Complaint with the Clerk of Court for Jasper County, and the subsequent personal service of the Summons and Complaint on the Defendants Shanta W. Polite and Edith E. Polite (the "Defendants Polite"). The Defendants Polite filed a response to the Complaint. The Plaintiff filed a Motion for Summary Judgment (the "Motion") and supporting Affidavit. The Defendants Polite did not file a Response or Affidavit as to the Motion. The matter was thereafter referred to the undersigned Special Referee by Order of Reference, executed by the Honorable Carmen Tevis Mullen, Chief Administrative Judge, Fourteenth Judicial Circuit and filed with the Court on October 3, 2008. A hearing was held on November 20, 2008, following the issuance of a Notice of Hearing, which was served on the Defendants Polite on November 7, 2008. Edward L. Grimsley, attorney for the Plaintiff, Defendant Edith E. Polite, and Darlene Polite were present at the hearing. The Defendant Shanta W. Polite was not at the hearing. A continuation of the November 20, 2008 claim and delivery hearing was held on February 5, 2009, following the issuance of a Second Notice of Hearing, which was served on the Defendants Polite on January 27, 2009. Edward L. Grimsley, attorney for the Plaintiff, Armisha Goins, employee of GreenTree Servicing, LLC, (Ms. Goins"), Defendant Edith E. Polite,

and Darlene Polite ("Ms Polite") were present at the hearing. The Defendant Shanta W. Polite was not at the hearing.

This is an action in claim and delivery under a Manufactured Home Retail Installment Contract and Security Agreement (the "Agreement") which, it appears from the Plaintiff's Complaint and Affidavit and Verified Statement of Account, is in default. I have reviewed the Pleadings filed in this matter by the Plaintiff and the Defendants Polite, as well as the supporting Affidavits filed by the Plaintiff, and testimony presented at this hearing,

At the November 20, 2008 hearing the issue of whether "force-placed" insurance on the subject manufactured home provided by Plaintiff and subsequently billed to the Defendants Polite was necessary, based on testimony by Ms. Polite insurance had been provided by the Defendants Polite. I instructed the Defendants Polite to obtain and provide to Plaintiff a copy of the insurance policy obtained by them. I instructed Plaintiff's attorney, upon receipt of the policy from the Defendants Polite, to compare coverage dates and to ensure that the Plaintiff properly credited Defendants Polite for any charges made on their account for the "force-placed" insurance after receiving notice of the insurance coverage provided by the Defendants Polite.

At the February 5, 2009 Hearing, Ms. Goins provided to the Court a copy of the Defendants' Polite insurance policy, revealing that their policy coverage is from August 29, 2008 to August 29, 2009. Plaintiff's attorney reviewed the Defendants Polite account with Plaintiff and has submitted to the Court an Affidavit executed by Plaintiff documenting Ms. Goins testimony regarding payments and charges made to the account during the year 2008 - 2009 (the "Payment History") This Payment History indicates that Plaintiff obtained "force-placed" insurance for the period April 13, 2008 to April 13, 2009. In May 2008 Plaintiff debited Defendants' Polite account in the amount of \$1,174.55 for the coverage. The Plaintiff became aware of Defendants' Polite insurance policy in September 2008, and thereafter credited Defendants Polite account in the

amount of \$735.93. Ms. Polite cross-examined Ms. Goins regarding her testimony

Ms Polite testified that they were able to obtain some of the money needed to reinstate their account, but needed additional time to obtaining additional funds. The Court granted the Defendants Polite a thirty day period of time to obtain the amount needed to fully reinstatement their account with the Plaintiff.

Based on my review of the Pleadings, Affidavits, testimony given, and supporting documents, I find that Defendants Polite are in default under the terms of the Agreement. I hereby find in favor of the Plaintiff as to its Motion for Summary Judgment.

**NOW, THEREFORE**, on motion of Plaintiff's attorney,

**IT IS ORDERED** that the Plaintiff, GreenTree Servicing, LLC as Assignee for Conseco Finance Servicing Corp., granted judgment against the Defendants Shanta W. Polite and Edith E. Polite as follows:


(a) Judgment against the Defendants Shanta W. Polite and Edith E. Polite, awarding Plaintiff possession of the manufactured home, a 2000 Bellcrest, model Powerhouse, bearing VIN# GBHMN33149AB, together with the Stove, Refrigerator, Washer, Dryer, Air Conditioner, Dishwasher, Skirting and Steps, together with any property added or attached thereto, as set forth in the Agreement, or

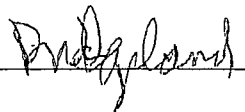
(b) That the Sheriff of the county wherein the plaintiff's collateral is situated shall serve a copy of this Order upon the Defendants Polite or any person(s) in possession of the personal property hereinabove described, and said Defendants Polite or person(s) shall have five (5) days from the date of service to remove therefrom any property not covered by the security agreement; thereafter, the Sheriff shall take all lawful steps to deliver possession of the property to the authorized representative of the Plaintiff

(c) That Plaintiff has hereby reserved the right to take such further legal action as is necessary to pursue any deficiency sum against the Defendants Shanta W Polite and Edith E Polite that may result after the sale of the collateral in issue, if applicable; and

(d) Two Thousand Two Hundred Forty-Three and 74/100 (\$2,243 74) Dollars as attorney's fees and costs;

AND IT IS SO ORDERED, this 10<sup>th</sup> day of March, 2009

  
\_\_\_\_\_  
Luke N. Brown, Jr  
Special Referee, Jasper County

  
\_\_\_\_\_, South Carolina

(2)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
C/A NO 2008-CP-27-366

**RECEIVED**  
MAR 11 2015  
**SC COURT OF APPEALS**

GREENTREE SERVICING, LLC AS )  
ASSIGNEE FOR CONSECO FINANCE )  
SERVICING CORP., )

Plaintiff, )

vs. )

AFFIDAVIT OF ATTORNEYS  
FEES AND COSTS

SHANTA W POLITE AND EDITH E. )  
POLITE, )

Defendants )

PERSONALLY APPEARED before me, Edward L. Grimsley, Esquire, who being duly sworn deposes and says:

1. I am an attorney for the Plaintiff in the above-referenced matter.
2. This case is an action to seek an order for repossession in Jasper County, South Carolina.

3 That Exhibit "A" to this Affidavit, which is a listing of my firm's legal fees in this matter, as well as the costs incurred, reflects the attorney's fees actually incurred through the date of this Affidavit. These fees total \$1,150.00 in connection with this action Exhibit "A" further reflects that costs incurred through the date of this Affidavit amount to \$1,093 74. The total of attorney's fees and costs actually incurred are \$2,243.74

4 That under the terms and conditions of the Agreement, which is the subject of this action and which has been set forth in the Complaint filed herein, the Defendants agreed to pay reasonable attorney's fees and costs incurred by Plaintiff in the event it became necessary to file a lawsuit in order to collect the debt owed under the Agreement.

5. After due consideration of the nature and extent of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully submit that an award of

attorney's fees and costs to the full extent set forth in this Affidavit is appropriate; therefore, Plaintiff is entitled to recover \$1,150.00 in attorney's fees.

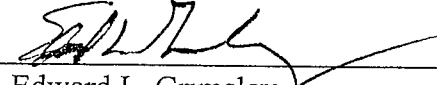
7. The costs in this matter, which are documented in Exhibit "A", total \$1,093.74. These costs include filing fees, service costs, and other miscellaneous costs. The costs are reasonable and necessary to pursue this action and are not, I believe, excessive given the nature and extent of the legal services in this case, the time and labor devoted to this case, and the beneficial result obtained.

8. Accordingly, the total attorney's fees and costs are \$2,243.74 and are allowable under the Judgment.

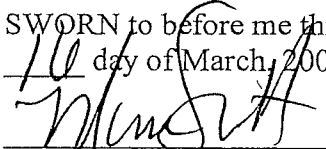
Decree total \$2,243.74  
Total Fees. \$1,150.00  
Total Costs: \$1,093.74

GRIMSLEY LAW FIRM, LLC  
Post Office Box 11682  
Columbia, South Carolina 29211  
(803) 233-0797

By

  
Edward L. Grimsley  
Attorney for Plaintiff

SWORN to before me this  
10 day of March, 2009

  
Notary Public for South Carolina  
My Commission Expires: 1/17/2013

## EXHIBIT A

ATTORNEYS FEES (Flat Fee)	\$ 350.00
November 20, 2008 Hearing Fee	\$ 400.00
February 5, 2009 Hearing Fee	\$ 400.00
<b>Total Attorney Fees:</b>	<b>\$ 1,150.00</b>

### Costs

Court Filing Fee	\$ 150.00
Process Service Fee	\$ 270.00
Motion Fee – Summary Judgment	\$ 25.00
Motion Fee - Order of Reference	\$ 25.00
Motion Fee – Judgment Order	\$ 25.00
Reference Fee to Master-in-Equity	\$ 125.00
Repossession Fee	\$ 50.00
Tax Research Fee	\$ 25.00
Mileage for Travel to the 11/20/08 Hearing	\$ 147.42
Mileage for Travel to the 2/5/09 Hearing	\$ 147.42
Court Reporter	\$ 80.00
Document Copies	\$ 12.50
Postage Paid	\$ 11.40

**Total Costs** \$ 1,093.74

**Total Attorneys Fees and Costs** \$ 2,243.74

EDITH E POLITE

BUYER: SHANTA W POLITE, RR 5 BOX 335B, RIDGELAND, SC 29936-9135

SELLER: MITCHALL AUSTIN, A SOLE, 4020 OGEECHEE RD, SAVANNAH GA 31405

ASSIGNEE CONSECO FINANCE SERVICING CORP.

7406 FULLERTON ST. SUITE 201, JACKSONVILLE, FL 32256

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

Table with 5 columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Sale Price. Values include 12.01%, \$123,501.20, \$45,634.00, \$169,135.20, and \$174,206.20.

My payment schedule will be: Table with 3 columns: Number of Payments (360), Amount of Payments (469.82), When Payments Are Due (Monthly beginning).

SECURITY: I am giving a security interest in: X The goods or property being purchased N/A Other (Describe): N/A
FILING FEES: \$ 5.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged lesser of \$5.00 or 5% of the unpaid amount of the installment
PREPAYMENT: If I pay off early, I N/A may XX will not be charged a prepayment penalty.
ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms.

ITEMIZATION OF THE AMOUNT FINANCED: Table with 12 rows detailing cash sale price, trade-in, down payment, and principal balance.

PHYSICAL DAMAGE INSURANCE: Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. \$ .00 for insurance protection for a term of 0 years.

OPTIONAL CREDIT LIFE AND DISABILITY INSURANCE: Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost. X Signature of Buyer(s) Insured

CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller) The "parties" means the Buyer and Seller, together "ManufacturedHome" means the manufactured home and any other property described on page 2.

This is the second contract they gave me for when I get my own insurance. My payment would down to 469.82

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Jasper )

IN THE COURT OF COMMON PLEAS )  
 )  
\_\_\_\_\_ JUDICIAL CIRCUIT )

CASE NO 2008 -CP-27 - 366 )

Edith Polite )  
 )  
Plaintiff, )

**MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET**

vs )  
 )  
GreenTree Servicing LLC )  
 )  
Defendant. )

Plaintiff's Attorney _____, Bar No _____ Address _____ Phone _____ Fax _____ E-mail: _____ Other _____	Defendant's Attorney: _____, Bar No _____ Address _____ Phone _____ Fax _____ E-mail _____ Other _____
--	--

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

**SECTION I: Hearing Information**

Nature of Motion \_\_\_\_\_  
Estimated Time Needed \_\_\_\_\_ Court Reporter Needed  YES /  NO

**SECTION II: Motion/Order Type**

- Written motion attached
  - Form Motion/Order
- I hereby move for relief or action by the court as set forth in the attached proposed order

Edith Polite \_\_\_\_\_, 2015  
Signature of Attorney for  Plaintiff /  Defendant Date submitted 3-2

**SECTION III: Motion Fee**

- PAID - AMOUNT \$ \_\_\_\_\_
- EXEMPT (check reason)  Rule to Show Cause in Child or Spousal Support
- Domestic Abuse or Abuse and Neglect
- Indigent Status  State Agency-v Indigent Party
- Sexually Violent Predator Act  Post-Conviction Relief
- Motion for Stay in Bankruptcy
- Motion for Publication  Motion for Execution (Rule 69, SCRCP)
- Proposed order submitted at request of the court, or,  
reduced to writing from motion made in open court per judge's instructions
- Name of Court Reporter \_\_\_\_\_
- Other \_\_\_\_\_

**JUDGE'S SECTION**

Motion Fee to be paid upon filing of the attached order.  
 Other \_\_\_\_\_ JUDGE CODE \_\_\_\_\_  
Date \_\_\_\_\_, 20 \_\_\_\_\_

**CLERK'S VERIFICATION**

Collected by \_\_\_\_\_ Date Filed \_\_\_\_\_, 20 \_\_\_\_\_

- MOTION FEE COLLECTED \$ \_\_\_\_\_
- CONTESTED - AMOUNT DUE \$ \_\_\_\_\_