

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
MASTERS AND SPECIAL REFEREES

Gordon G Cooper, MASTER-IN-EQUITY

Case No 2012-CP-42-0899

Bayview Loan Servicing,
L L C

Respondent,

v

Scott A Schledwitz, Roxanne J Schledwitz a/k/a Roxanne
Johnson Schledwitz, Mortgage Electronic Registration Systems,
Inc (MERS) as nominee for Taylor, Bean & Whitaker Mortgage
Corp , The United States of America, by and through its agency,
the Internal Revenue Service, and The South Carolina
Department of Revenue, Defendants,

Of whom Scott A Schledwitz and Roxanne Johnson Schledwitz
are the Appellants

Appellant

RECORD ON APPEAL

Scott Allan Schledwitz
13118 Sunkiss Loop
Windermere, FL 34786
(407)276-4522
Pro Se Attorney for Appellant

Heidi B Carey
Riley, Pope and Laney
2838 Devine Street
Columbia, SC 29205
Attorney for Respondent

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SC Court of Appeals

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STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Bayview Loan Servicing, LLC,

Plaintiff,

vs.

Scott A. Schledwitz, Roxanne J. Schledwitz
aka Roxanne Johnson Schledwitz, Mortgage
Electronic Registration Systems, Inc
(MERS) as nominee for Taylor, Bean &
Whitaker Mortgage Corp, The United States
of America, by and through its agency, the
Internal Revenue Service, and The South
Carolina Department of Revenue,

Defendant(s)

(File No 4028 02911)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS

C/A NO 2011-CP-42-0899

12

**MASTER IN EQUITY'S ORDER OF
JUDGMENT OF FORECLOSURE AND
SALE DECREE**

(Non-Jury)

(Deficiency Demanded against Scott
Schledwitz)

Scott A Schledwitz
Pro Se

Roxanne J Schledwitz aka Roxanne Johnson
Schledwitz
Pro Se

George J Conits, Esq
Attorney for The United States of America, by
and through its agency, the Internal Revenue
Service

Milton G Kimpson
Attorney for The South Carolina Department of
Revenue

This matter came before the Court on November 19, 2013 for a hearing on the Plaintiff's Motion for Summary Judgment. Present representing the Plaintiff was Jayme L. Shy, Esq. of Columbia. The action commenced with the filing of a Lis Pendens, Summons and Complaint. The Defendants were personally served with the Summons and Complaint, and timely filed and served an Answer. On July 17, 2013, Plaintiff filed and served a Motion for Summary Judgment.

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SPARTANBURG COUNTY
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JAYME L. SHY
ESQ.

supported by an Affidavit and Exhibits to the Affidavit. The case referred to the undersigned, as Master-in Equity for Spartanburg County, on October 14, 2013.

Summary Judgment is warranted only if "there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRPC. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." Bloom v. Ravoira, 339 S.C. 417, 423, 529 S.E.2d 710, 713 (2000). The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. However, once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent must come forward with specific facts showing there is a genuine issue for trial. Gauld v. O'Shaughnessy Realty Co., 380 S.C. 548, 558-59, 671 S.E.2d 79, 85 (Ct. App. 2008). The opponent cannot merely rely upon the pleadings, but must submit some additional evidence creating a genuine issue of material fact.

In support of the Motion for Summary Judgment, Plaintiff submitted an Affidavit of a business records custodian for the Plaintiff. The Affidavit and Exhibits to the Affidavit established the authenticity, admissibility and terms of the Note and Mortgage, making Plaintiff the owner and holder, that the subject loan is not eligible for HMP, the date of the breach under the terms of the Note and Mortgage, as well as the debt and interest accrued. No counter-affidavits were filed. Defendants did serve a Request for Continuance on November 11, 2013.

Based upon the uncontested evidence presented to the court, the Court makes the following findings:

FINDINGS OF FACT

- 1) The Lis Pendens was filed on February 24, 2012.
- 2) The Summons and Complaint were filed on February 24, 2012.
- 3) Service was made upon the Defendants as shown by the proof of service filed herein.
- 4) The Defendant Mortgage Electronic Registration Systems, Inc. (MERS) nominee for Taylor, Bean & Whitaker Mortgage Corp. is in default as shown. Default filed herein.

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J. L. CULBERTSON, CLERK

5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter

6) According to the affidavit filed herein, a good faith investigation did not determine that the defaulting property owners are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act (SCRA) of 2003, or any amendments thereto.

7) For value received, Scott A Schledwitz made, executed and delivered a note ("Note") dated November 23, 2005, promising thereby to pay to the order of Taylor, Bean & Whitaker Mortgage Corp the sum of One Hundred Sixty Thousand and 00/100 (\$160,000.00) Dollars, with interest at the rate of 7.2500% per annum, with a current rate of 8.5000% per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, Scott A Schledwitz and Roxanne Johnson Schledwitz made, executed, and delivered to Mortgage Electronic Registration Systems, Inc (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp a certain real estate mortgage ("Mortgage") in writing, dated November 23, 2005, covering real property in Spartanburg County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Spartanburg County on November 30, 2005, in Book 3565 at Page 239. That thereafter, the Mortgage was assigned unto Plaintiff, which assignment is dated March 12, 2012 and recorded March 26, 2012 in Book 4563 at Page 517.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors and constitutes a purchase money first mortgage lien on the mortgaged premises

10) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage

11) The titleholders of record of the subject property as of the filing of the Complaint in this action are Scott A Schledwitz and Roxanne Johnson Schledwitz, who are the original mortgagors.

12) Any notice required by the terms of the Notes and/or Mortgages or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action

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NOT PUBLICLY
[Signature]

13) The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. Based on the allegations in the Complaint that the subject loan is not eligible for HAMP modification, the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

14) As stated in the Certification of Exemption from Administrative Order 2011-05-02-01 filed herein, the real property which is the subject of this action is not an "owner occupied dwelling" as defined in the Order.

15) The Note payments which became due on December 1, 2008, and subsequent months, have not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

16) In 2009, Scott A. Schledwitz and Roxanne Johnson Schledwitz filed for Bankruptcy and an Adversary in the United States Bankruptcy Court, District of South Carolina.

17) The Schledwitz's Adversary, Case No. 09-AP-80164, was dismissed because Taylor, Bean & Whitaker Mortgage Corp. had a pending Chapter 11 Bankruptcy case in Florida, Case No. 09-BK-07047.

18) The Schledwitz's Bankruptcy, Case No. 09-Bk-00666, was dismissed on May 26, 2011 for failure by Scott A. Schledwitz and Roxanne Johnson Schledwitz to make timely payments.

19) In the Taylor, Bean & Whitaker Mortgage Corp. Chapter 11 Bankruptcy case in Florida, Case No. 09-BK-07047, via Order dated August 31, 2009, the portfolio containing the subject loan was transferred to Bayview Loan Servicing, LLC.

20) Therefore, the Court finds that the foreclosure case may proceed.

21) The sum of \$3,119.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

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DISTRICT OF SOUTH CAROLINA
CHARLOTTE

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

(a) Principal amount due as of December 1, 2008	\$155,759.84
(b) Interest from November 1, 2008 to December 1, 2012 at a current rate of 9.5000%	\$59,318.51
Interest from December 2, 2012 to May 31, 2013 at a current rate of 8.5000%	\$6,604.69
Interest from May 31, 2013 to November 19, 2013 at a <i>per diem</i> interest rate of \$36.27	\$6,238.44
(c) Advances	
Escrow Advance	\$16,178.20
Suspense	-\$472.58
Recoverable Balance	\$2,859.50
(c) Costs of collection prior to hearing (service of process, filing fees, etc)	\$1,521.00
(f) Attorneys Fee	\$3,119.00
Total debt secured by Note and Mortgage, including interest to date shown:	\$251,126.60

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 8.5000% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

23) The *per diem* interest due from November 19, 2013 is \$36.27

24) The Plaintiff is seeking foreclosure of the mortgage and has demanded the right to a personal or deficiency judgment against Scott Schledwitz pursuant to Rule 71(b) SCRPC. However, Plaintiff reserves the right to waive the deficiency at the time of the sale.

25) Pursuant to 28 U.S.C. §2410(c), the defendant, the United States of America, has a right of redemption on proper application to redeem the within property for 120 days from the date of sale of the subject property.

26) The following Defendants claims or may claim a lien upon or interest in subject property or are otherwise involved in this matter. In the event there is a surplus from sale of the subject property, the validity, priority and amount of such liens will be determined at

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a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action

The United States of America, by and through its agency, the Internal Revenue Service, by virtue of any liens of record, including, but not limited to, a Notice of Federal Tax Lien against Scott A Schledwitz and Roxanne J Schledwitz, Identifying No 161481704, for delinquent taxes in the amount of \$63,213 62, said lien being dated March 9, 2004 and recorded on April 7, 2004 in Federal Tax Lien Book 8 at Page 253 Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's purchase money mortgage

Mortgage Electronic Registration Systems, Inc (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp by virtue of a mortgage given by Scott A Schledwitz and Roxanne Johnson Schledwitz to Mortgage Electronic Registration Systems, Inc (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp in the original principal amount of \$40,000 00, dated November 23, 2005, and recorded on November 30, 2005 in Book 3565 at Page 255 Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage

The South Carolina Department of Revenue by virtue of any liens of record, including, but not limited to, a Tax Lien or Warrant for Distraint against Scott A Schledwitz and Roxanne J Schledwitz, bearing Tax Lien/Warrant No. 3-51272528-3 and File/Identifying No. 75072111, in the amount of \$2,177 69, dated June 17, 2011, and recorded on July 1, 2011 in State Tax Lien Book S-73 at Page 901 Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage

The South Carolina Department of Revenue by virtue of any liens of record, including, but not limited to, a Tax Lien or Warrant for Distraint against Scott A Schledwitz and Roxanne J Schledwitz, bearing Tax Lien/Warrant No 3-51272529-0 and File/Identifying No 77049643, in the amount of \$480 45, dated June 17, 2011, and recorded on July 1, 2011 in State Tax Lien Book S-73 at Page 902 Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED

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1) The Plaintiff's Mortgage should be declared a purchase money first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement

2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

3) The Court also finds the real property is not an "owner occupied dwelling" as defined in the May 2, 2011 Administrative Order, and is therefore exempt from said Order.

4) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof

5) Pursuant to Rule 53, SCRCF, this Order shall constitute a final judgment.

6) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$251,126.60, as set out in the Findings of Fact *supra*

7) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 8.5000% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.

8) The Defendants liable for the aforesaid judgment debt including interest at the rate of 8.5000% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

9) On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 11:00 a.m. at the County Courthouse in Spartanburg, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal

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holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

10) For cash The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidders

11) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 8 5000%

12) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps

13) A personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C Code Ann §15-39-720. (1976), unless demand for deficiency judgment is waived in writing prior to the sale

14) The sale shall also be subject to the Right of Redemption by the Defendant United States of America, pursuant to 28 U S C §2410(c). for a period of 120 days from the date of sale of the subject property

15) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after the conclusion of the bidding, then the Master in Equity, may advertise the said premises for sale on the next of some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until full compliance shall be secured

16) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and

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

17) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

18) The Master in Equity will apply the proceeds of the sale as follows.

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

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

NEXT. If the proceeds of sale be insufficient to pay the amounts hereinbefore authorized to be paid out of said proceeds, with the costs and expenses, the Plaintiff's debt and interest, the parties hereto entitled to such deficiency have judgment therefore against Scott Schledwitz, pursuant to S.C. Code Ann. §29-3-660 (1976), and such judgment will be entered without further notice or hearing

NEXT Any surplus should be held pending further Order of this court

19) In the event the successful bidder is other than the Defendants in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of Spartanburg County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful purchaser or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009

20) In the event the successful purchaser is someone other than the Defendants in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, Purchaser is authorized to remove from the property all furnishings, fixtures and items not

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J. L. CULBERTSON
CLERK

NOTICE OF SALE

2013-CP-42-0899

BY VIRTUE of a decree heretofore granted in the case of Bayview Loan Servicing, LLC against Scott A Schledwitz, Roxanne J Schledwitz aka Roxanne Johnson Schledwitz, Mortgage Electronic Registration Systems, Inc (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp, The United States of America, by and through its agency, the Internal Revenue Service, and The South Carolina Department of Revenue, I, the undersigned Master in Equity for Spartanburg County, will sell on January 6, 2014, at 11 00 a m at Spartanburg County courthouse, 180 Magnolia Street in Spartanburg, South Carolina, to the highest bidder, the following described property, to-wit

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No 25, containing 0.21 acres, more or less and fronting on S Fairview Avenue Ext., as shown on survey prepared for Phyllis P McElhaney, dated October 9, 1991 and recorded in Plat Book 114, Page 364, RMC Office for Spartanburg County, SC. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof

This being the same property conveyed to Scott A Schledwitz and Roxanne Johnson Schledwitz by Deed of C Blease Graham, III, dated November 23, 2005 and recorded November 30, 2005 in Deed Book 84M at Page 962 in the ROD Office for Spartanburg County, South Carolina.

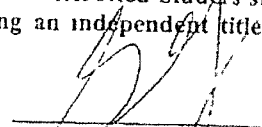
TMS No 7-13-13 016.00

Property Address 423 S Fairview Avenue Extension, Spartanburg, SC 29302

TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five per cent (5%) of said bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of noncompliance. Should the successful bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the Master in Equity may resell the property on the same terms and conditions (at the risk of the said defaulting bidder). Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order. The successful bidder will be required to pay for documentary stamps on the Deed and interest on the amount of the bid from the date of sale to the date of compliance with the bid at the rate of 9.5000%.

THIS SALE IS SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES. The Sale is made subject to the Right of Redemption of the United States of America, pursuant to Section 2410(c), U.S. Code, for a period of 120 days from date of sale. Since a deficiency judgment is being demanded, the bidding will remain open for thirty (30) days after the date of sale, pursuant to S.C. Code ANN Section 15-39-720, (1976). The deficiency judgment may be waived by the Plaintiff upon written request prior to sale.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date.


Honorable Gordon G. Cooper
Master in Equity Spartanburg County

Spartanburg, South Carolina
November 19, 2013

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RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

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SPARTANBURG COUNTY
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RILEY POPE & LANEY

WHEN RECORDED MAIL TO:
Bayview Loan Servicing, L L C
Attn Ramona Careaga
4425 Ponce De Leon Blvd, 5th Floor
Coral Gables, Florida 33146

BORROWER: SCHLEDWITZ
LOAN AMOUNT \$ 160,000.00

Assignment of Mortgage

FOR VALUE RECEIVED, the undersigned as ("ASSIGNOR/GRANTOR"), hereby grants, conveys, assigns to

Bayview Loan Servicing, LLC a Delaware limited liability company
4425 Ponce de Leon Blvd., Coral Gables, FL 33146

("Assignee/Grantee") all beneficial interest under that certain Mortgage dated. 11/23/2005 and executed by SCOTT A. SCHLEDWITZ AND ROXANNE JOHNSON SCHLEDWITZ, HUSBAND AND WIFE, borrower(s) to: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP., as Original Lender and Mortgage recorded in Instrument: 20005-62625, Volume. 565, Page 239, recorded on: 11/30/2005, in the Official Records of SPARTANBURG, State of SC, covering the following described property

423 SOUTH FAIRVIEW AVE. EXTENTION, SPARTANBURG, SC 29302

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Document

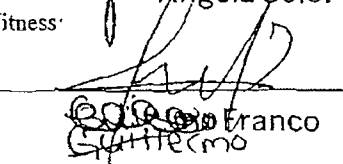
Dated. February 2, 2012

ASSIGNOR: MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC. ACTING SOLELY AS
NOMINEE FOR TAYLOR, BEAN & WHITAKER
MORTGAGE CORP. its successors and assigns at P.O.
Box 2026, Flint, MI 48501-2026

Witness:


Angela Soler

Witness:


Roberto Franco

By

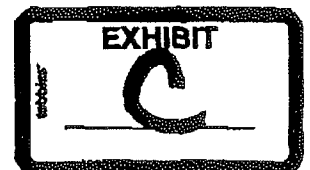
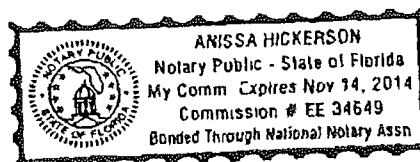
ROBERT G HALL, Vice President

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MIAMI-DADE COUNTY

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this February 2, 2012 by ROBERT G. HALL, Vice-President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP. its successors and assigns at P.O. Box 2026, Flint, MI 48501-2026 on behalf of the corporation He is personally known to me.


Anissa Hickerson
My commission expires 11/14/2014
EE 34649



Prepared By: Anissa Hickerson
Bayview Loan Servicing, LLC
4425 Ponce De Leon Blvd, 5th Floor

COPY

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Bayview Loan Servicing, LLC,

Plaintiff,

vs

Scott A. Schledwitz, Roxanne J. Schledwitz
aka Roxanne Johnson Schledwitz, Mortgage
Electronic Registration Systems, Inc.
(MERS) as nominee for Taylor, Bean &
Whitaker Mortgage Corp., The United States
of America, by and through its agency, the
Internal Revenue Service, and The South
Carolina Department of Revenue,

Defendant(s).

(File No 4028 02911)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2011-CP-42-

2012-CP-42-0 899

SUMMONS AND NOTICE

Scott A. Schledwitz
5314 Lemon Tw ist Lane,
Windermere, FL 34786

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

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

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

YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-

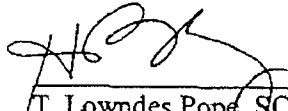
Date 3/29/12 Time 4:48 pm
1307
Randy Stone #0377

in-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRCF, specifically provide that the said Master or Special Referee is authorized and empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

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

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

RILEY POPE & LANEY, LLC


T Lowndes Pope, SC Bar 66507
Roy F. Laney, SC Bar 64279
Heidi B. Carey, SC Bar 7020
Nikole H. Boland, SC Bar 70491
Damon C Wlodarczyk, SC Bar 70460
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

M. H. BOLAND

2012 FEB 14 PM 1:23

SC. JUD. CIR. COURT
COLUMBIA COUNTY

February 14, 2012
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Bayview Loan Servicing, LLC

Plaintiff(s)

vs.

Scott A. Schledwitz, Roxanne J. Schledwitz aka Roxanne Johnson
Schledwitz, Mortgage Electronic Registration Systems, Inc. (MERS) as
nominee for Taylor, Bean & Whitaker Mortgage Corp., The United States of
America, by and through its agency, the Internal Revenue Service, and The
South Carolina Department of Revenue

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2011-CP-42-

2012-CP-42-0899

Submitted By

T Lowndes Pope, SC Bar #66507

Roy F Lancy, SC Bar #64279

Randi B Carey, SC Bar #7020

Nikole H Boland, SC Bar 70491

Damon C Włodarczyk, SC Bar 70460

RILEY POPE & LANEY, LLC

Attorneys for Plaintiff

Address: POST OFFICE BOX 11412, COLUMBIA, SC 29211

Telephone #: (803) 799-9993

Fax #: (803) 239-1414

Other: http://rplfirm.lawoffice.com

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

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

☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb (610)
☐ Medical (620)
☐ Other (699) | | | |
| ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in Out-of County Action (660)
☐ Sexual Predator (670) | | | |

Submitting Party Signature: _____

Date: February 14 2012

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Code Ann §15-36-10 et. seq
SCCA / 234 (01/2011)

Frivolous Civil Proceedings Sanctions Act, S C

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, 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.

SCCA / 234 (01/2011)

FILED
CLERK OF COURT
SPRING
2012 FEB 24 PM 1:22
M. HOI BLACKLEY

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Bayview Loan Servicing, LLC,

Plaintiff,

vs.

Scott A. Schledwitz, Roxanne J. Schledwitz aka Roxanne Johnson Schledwitz, Mortgage Electronic Registration Systems, Inc (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp., The United States of America, by and through its agency, the Internal Revenue Service, and The South Carolina Department of Revenue,

Defendant(s)

(File No 4028 02911)

IN THE CIRCUIT COURT
FOR THE SEVENTH
JUDICIAL CIRCUIT

CERTIFICATE OF EXEMPTION
FROM ADR

Docket No 2011-CP-42-

2012-CP-42-0899

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE

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

RILEY POPE & LANEY, LLC

Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

Nikole H. Boland, SC Bar 70491

Damon C. Włodarczyk, SC Bar 70460

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

February 14, 2012

Columbia, South Carolina

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

FILED
2012 FEB 24 PM 1:22
CLERK OF COURT
SPARTANBURG COUNTY

COPY

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Bayview Loan Servicing, LLC,

Plaintiff,

vs.

Scott A. Schledwitz, Roxanne J Schledwitz
aka Roxanne Johnson Schledwitz, Mortgage
Electronic Registration Systems, Inc.
(MERS) as nominee for Taylor, Bean &
Whitaker Mortgage Corp., The United States
of America, by and through its agency, the
Internal Revenue Service, and The South
Carolina Department of Revenue,

Defendant(s).

(File No 4028 02911)

IN THE COURT OF COMMON PLEAS

C/A NO.. 2011-CP-42-

2012-CP-42- 0899

LIS PENDENS

2012 CP 42 00303

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced and is now or will be pending in this Court upon complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of a certain mortgage of real estate given by Scott A Schledwitz and Roxanne Johnson Schledwitz to Mortgage Electronic Registration Systems, Inc (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp. dated November 23, 2005, and recorded in the public records of Spartanburg County on November 30, 2005, in Book 3565 at Page 239. That thereafter, the Mortgage was assigned unto Plaintiff, which assignment is dated February 2, 2012 and to be recorded in said ROD Office.

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

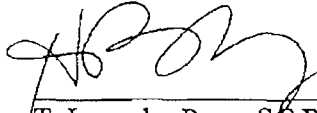
All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 25, containing 0.21 acres, more or less and fronting on S. Fairview Avenue Ext., as shown on survey prepared for Phyllis P McElhaney, dated October 9, 1991 and recorded in Plat Book 114, Page 364, RMC Office for Spartanburg County, SC. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to Scott A. Schledwitz and Roxanne Johnson Schledwitz by Deed of C. Blease Graham, III, dated November 23, 2005 and recorded November 30, 2005 in Deed Book 84M at Page 962 in the ROD Office for Spartanburg County, South Carolina.

TMS No. 7-13-13 016.00

Property Address: 423 S Fairview Avenue Extension, Spartanburg, SC 29302

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507

Roy F. Laney, SC Bar 64279

Heidi B. Carey, SC Bar 7020

Nikole H. Boland, SC Bar 70491

Damon C. Wlodarczyk, SC Bar 70460

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

February 14, 2012
Columbia, South Carolina

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2012 FEB 24 PM 1:23
M. HOPE BLANCHLEY

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

1. Bayview Loan Servicing, LLC is the Creditor to whom the debt is owed. Creditor has retained the law firm of Riley Pope & Laney, LLC, to collect the owed debt. Any written requests should be addressed to Riley Pope & Laney, LLC, Post Office Box 11412, Columbia, SC, 29211, (803) 799-9993 (Phone), (803) 239-1414 (Fax)
2. As of February 14, 2012, the total debt you owe is \$218,704.41. Because of interest, late charges, and other charges that continue to accrue from the date set forth above, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph One (1) of this Notice.
3. Unless you, the Consumer, within thirty (30) days after the receipt of this Notice, disputes the debt or any portion of the debt set forth in Paragraph Two (2) of this Notice and further described in the Complaint attached hereto, the validity of the debt will be assumed to be valid by the Creditor's law firm, Riley Pope & Laney, LLC
4. If you, the Consumer, notify Riley Pope & Laney, LLC, at the address set forth in Paragraph One (1) of this Notice in writing within thirty (30) days of the receipt of this Notice that the debt or any portion thereof is disputed, Riley Pope & Laney, LLC, will obtain a verification of the debt, and a copy of the verification will be mailed to the Consumer by Riley Pope & Laney, LLC
5. If you, the Consumer, make a written request to Riley Pope & Laney, LLC within thirty (30) days of the receipt of this Notice, Riley Pope & Laney, LLC, will provide you, the Consumer, the name and address of the original Creditor, if different from the current Creditor
6. 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.

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

FILED
CLERK OF COURT
SPRINGFIELD, MISSOURI
2012 FEB 14 PM 1:23
M. H. HARRIS
CLERK
-ACME-
BY

2012-CP-42-0899

TRIPLE CERTIFICATION

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In The Wall Street Journal)—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY

November 23, 2005
(Date)

SPARTANBURG
(City)

South Carolina
(State)

423 SOUTH FAIRVIEW AVE EXTENTION
SPARTANBURG, SC 29302
(Property Address)

1 BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$160,000.00 (this amount is called "Principal"), plus interest, to the order of Lender Lender is Taylor, Bean & Whitaker Mortgage Corp

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder"

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.2500%. The interest rate I will pay may change in accordance with Section 4 of this Note

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after default described in Section 7(B) of this Note

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on January 01, 2006

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on December 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date"

I will make my monthly payments at Taylor, Bean & Whitaker Mortgage Corp, 1417 North Magnolia Ave, Ocala, FL 34475

or at a different place if required by the Note Holder

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$1,091.48 This amount may change

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note

MULTISTATE ADJUSTABLE RATE NOTE—LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)—
Single Family—Fannie Mae Uniform Instrument

ITEM 757500.1 (001) 15

(Page 1 of 4 pages)

Form 3520

To Order Call 1-800-530-4293 Fax 616-761-1111



4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One Quarter

percentage points (6.2500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.2500% or less than 6.2500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than

One

percentage points (1.0000%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 13.2500%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

Form 3628 1/01

2012 FEB 24 PM 1:23

RECEIVED
CLERK OF SUPREME COURT
STATE OF NEW YORK
JAN 24 2012

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

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

RECEIVED
2012 FEB 24 PM 1:23
OFFICE OF THE
CLERK OF SUPERIOR COURT
JANUARY 2012

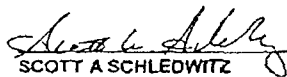
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

Borrower has executed and acknowledges receipt of pages 1 through 4 of this Note.

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


SCOTT A SCHLEDWITZ

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

2012 FEB 24 PM 1:23
HOPE BUCKLEY
(Seal)
-Borrower

CLERK OF COURT
SPRINGFIELD
PROPERTY

[Sign Original Only]

UK 555 PAGE 239

After Recording Return To:
DAVID G. WHITE, P.A.
205 MAGNOLIA STREET
SPARTANBURG, SC 29306

MTG-2005-02325
Recorded 18 Pages on 11/30/2005 11:20:49 AM
Recording Fee: \$22.00 Documentary Stamps \$0.00
Office of Register of Deeds, Spartanburg, S C
Stephen Ford, Register

(Space Above)

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated November 23, 2005, together with all Riders to this document.

(B) "Borrower" is SCOTT A SCHLEDWITZ AND ROXANNE JOHNSON SCHLEDWITZ, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS

(D) "Lender" is Taylor, Bean & Whitaker Mortgage Corp.
Lender is a Florida Corporation
the laws of FL
1417 North Magnolia Ave, Ocala, FL 34475

organized and existing under
Lender's address is

(E) "Note" means the promissory note signed by Borrower and dated November 23, 2005. The Note states that Borrower owes Lender One Hundred Sixty Thousand and no/100

Dollars (US \$160,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 01, 2035

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

SOUTH CAROLINA—Single Family— Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM T8002.1 (0011)—MERS (Page 1 of 12 pages)

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

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

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

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

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

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

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

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

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

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

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

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

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TRANSFER OF RIGHTS IN THE PROPERTY

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

County of Spartanburg
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

See Attached Exhibit A.

which currently has the address of

423 SOUTH FAIRVIEW AVE. EXTENTION

[Street]

SPARTANBURG
[City]

South Carolina

29302
[Zip Code]

("Property Address").

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or

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

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

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument. If the phrase "covenant and agreement" is used in Section 9 If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest.

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SOUTH CAROLINA COUNTY

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or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration

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

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Lender's
Notice of
Default
and
Acceleration
Notice

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

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

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

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

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

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

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

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

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

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

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PROPERTY

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restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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COUNTY

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

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

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note

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

FROM FD-204 (Rev. 1-25-60) — 40-1583

(Page 9 of 12 pages)

Forte 3047 LRI

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For more call 1-800-350-6363 or fax 616-797-1131

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LN 555 PAGE 248

as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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LN 555 PAGE 249

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

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

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

25. **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in §12-37-250 of the South Carolina Code of Laws.

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

M. HOPE BLACKLEY

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CLERK OF COURT
COUNTY

EX. 555 PAGE 250

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it

[Signature] (Seal)
SCOTT A SCHLEDWITZ -Borrower

[Signature] (Seal)
ROXANNE JOHNSON SCHLEDWITZ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]

State of South Carolina
County of Spartanburg

I William S. Blackley, Notary Public (name and title), do hereby certify that

Scott A. Schledwitz and Roxanne Johnson Schledwitz

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

Witness my hand and official seal (where required by law) this the 23rd day of November, 2005

[Signature]

Notary Public for South Carolina

My commission expires: 6-10-2012

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W. S. BLACKLEY

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

ITEM TB00212 (0011)—41249

(Page 12 of 12 pages)

Form 3041 1/01

GREATLAND IF
To Order Call 1-800-530-4023 Or Fax 816-791-1131

SEN 555 PAGE 251

EXHIBIT "A"

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 25, containing 0.21 acres, more or less and fronting on S. Fairview Avenue Ext., as shown on survey prepared for Phyllis P. McElhaney, dated October 9, 1991 and recorded in Plat Book 114, Page 364, RMC Office for Spartanburg County, S.C. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to Scott A. Schledwitz and Roxanne Johnson Schledwitz by deed of C. Blease Graham, III, dated November 23, 2005 and to be recorded herewith in the RMC Office for Spartanburg County, S.C.

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M. HOE BLACKLEY

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ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of November 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Taylor, Bean & Whitaker Mortgage Corp.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

423 SOUTH FAIRVIEW AVE, EXTENSION
SPARTANBURG, SC 29302

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.2500%. The Note provides for changes in the interest rate and the monthly payments, as follows.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December 2007 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One Quarter percentage points (6.2500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER—LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*)—Single Family—Fannie Mae Uniform Instrument

Form 3138 1/01

ITEM T5781L1 (0011)

(Page 1 of 3 pages)

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To Order Call 1-800-630-8290 OR FAX 610-791-1131



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M. HOPE BLACKLEY

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CLERK OF COURT
STATE OF SOUTH CAROLINA

EN 553 PAGE 253

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.2500% or less than 6.2500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage points (1.0000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.2500%

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me to and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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Form 3138 1/01

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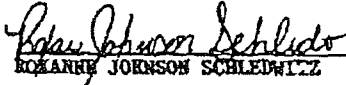
ITEM 1375112 (0011)

(Page 2 of 3 pages)

ITEM 511: PAGE 254

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider

 (Seal)
SCOTT A SCHLEDWITZ -Borrower

 (Seal)
ROXANNE JOHNSON SCHLEDWITZ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

M. HOPE BLACKLEY

2012 FEB 24 PM 1:23

U.S. DISTRICT COURT
OF THE DISTRICT OF COLUMBIA

WHEN RECORDED MAIL TO
Bayview Loan Servicing, L L C
Attn Ramona Careaga
4425 Ponce De Leon Blvd, 5th Floor
Coral Gables, Florida 33146

BORROWER SCHLEDWITZ
LOAN AMOUNT \$ 160,000.00

Assignment of Mortgage

FOR VALUE RECEIVED, the undersigned as ("ASSIGNOR/GRANTOR"), hereby grants, conveys, assigns to

Bayview Loan Servicing, LLC a Delaware limited liability company
4425 Ponce de Leon Blvd., Coral Gables, FL 33146

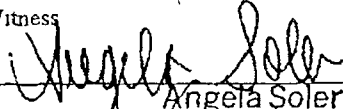
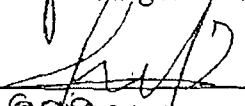
("Assignee/Grantee") all beneficial interest under that certain Mortgage dated 11/23/2005 and executed by
SCOTT A. SCHLEDWITZ AND ROXANNE JOHNSON SCHLEDWITZ, HUSBAND AND WIFE,
borrower(s) to: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS
NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP., as Original Lender and Mortgage
recorded in Instrument: 20005-62625, Volume 565, Page 239, recorded on, 11/30/2005, in the Official Records of
SPARTANBURG, State of SC, covering the following described property

423 SOUTH FAIRVIEW AVE. EXTENTION, SPARTANBURG, SC 29302

Together with the note or notes therein described or referred to, the money due and to become due thereon with
interest, and all rights accrued or to accrue under said Document.

Dated February 2, 2012

ASSIGNOR: MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC. ACTING SOLELY AS
NOMINEE FOR TAYLOR, BEAN & WHITAKER
MORTGAGE CORP. its successors and assigns at
Box 2026, Flint, MI 48501-2026

Witness

Angela Soler
Witness:

Guillermo Franco

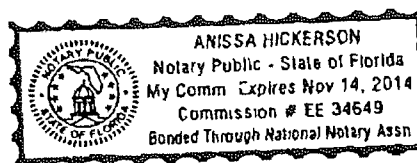
By: 
ROBERT G. HALL, Vice President

FILED
CLERK OF COURT
SPARTANBURG COUNTY
FEB 24 PM 1:23
SHARPE BLACKLEY

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this February 2, 2012 by ROBERT G. HALL, Vice-President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP. its successors and assigns at P.O. Box 2026, Flint, MI 48501-2026 on behalf of the corporation He is personally known to me.


Anissa Hickerson
My commission expires 11/14/2014
EE 34649



Prepared By: Anissa Hickerson
Bayview Loan Servicing, LLC
4425 Ponce De Leon Blvd, 5th Floor

**CIRCUIT COURT OF THE STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG**

Bayview Loan Servicing, L.L.C. Plaintiff,	)	2012-CP-420-897
	)	
	)	
	)	OBJECTION TO
	)	FORECLOSURE OF
v.	)	REAL ESTATE
	)	MORTGAGE
	)	
	)	
Scott Allan Schledwitz Roxanne Johnson Schledwitz Defendants	)	
	)	

Scott Allan Schledwitz and Roxanne Johnson Schledwitz ("Defendants") objects to Bayview Loan Servicing, L.L.C. ("Plaintiff") Foreclosure of Real Estate Mortgage.

1 Plaintiff has no standing to bring this action because the real estate mortgage described in and attached to the Complaint of Plaintiff (herein referred to as the "Mortgage") on the principal residence of Defendants (herein referred to as the "Property") was given by Defendants to the Mortgage Electronic Registration Systems, Inc ("MERS") as nominee for Taylor Bean and Whitaker Mortgage Corporation, Inc (herein referred to "TBW").

2. Plaintiff does not hold the power of sale of the Mortgage and no evidence has been presented that it holds such power of sale.

3 Plaintiff is not a 'holder' of the Note and Mortgage and accordingly has absolutely no right, at law or equity, to enforce the Note and Mortgage.

4. Plaintiff is aware of Defendants' challenges in Federal Bankruptcy court regarding the Plaintiff's standing as servicer and investor of the Defendants' Mortgage and has failed to provide documentation and defense of such standing

5 Defendants were under Chapter 13 Bankruptcy protection when the Plaintiff assumed it was the Mortgage Servicer and filed a Transfer of Claim for the two secured claims held by Taylor, Bean and Whitaker with the assertion to the Bankruptcy Court that the Plaintiff was the Mortgagee. The Plaintiff filed the Transfer of Claim after the Defendants' filed a Violation of Automatic Stay motion against Taylor, Bean and Whitaker. Defendant was notified of the Status Hearing where the motion was heard before the Court. As the Mortgagee, the Defendant is responsible for the actions of the Servicer. Defendant failed to respond to the motion or attend the Hearing.

6. Defendants were under Chapter 13 Bankruptcy protection when the Plaintiff assumed it was the Mortgage Servicer. Defendants challenged such standing and presented the Plaintiff's TILA and RESPA violation evidence in hearing of the United States Bankruptcy Court South Carolina on March 24, 2011. Plaintiff was notified of the hearing by first class mail, presented copies of all filings and supporting documentation. The Defendant failed to respond and did not attend the hearing. Defendants won their motion and Plaintiffs were removed as secured creditors in the Defendants' Chapter 13 case.

7. Defendants brought a Quiet Title Action in the Master in Equity Court of Spartanburg County, South Carolina. TBW and Plaintiff were notified via first class mail. Publication was made in Florida as well as Spartanburg County, per court rules. No objection to Quiet Title was entered. Quiet Title Action remains open in Spartanburg County.

8. Defendants have challenged the Plaintiffs' Claim of being the Mortgagee in the Bankruptcy Court of South Carolina in the aforementioned motions and subsequent hearings as well as publication and Quiet Title Motion in the Master in Equity Court of Spartanburg County, South Carolina. In all three instances, the Plaintiff failed to respond or appear to the respective complaints. The Plaintiff has been offered ample opportunity and time to present their findings and have chosen to not do so.

8. The Court should not grant foreclosure of real estate mortgage because, upon information and belief, based largely upon the existence of MERS as nominee under the Mortgage, this Mortgage and the associated Note are one of those instruments transferred to a pass through pool of investors who then created a trust and resold parts of the loan pool to various tranches of derivative securities. These derivative securities may then have been sold and resold. Accordingly, either the Creditor has absolutely no right to bring this case or, even if it does, it cannot obtain a judgment or any other relief as the right to recover on the Note and Mortgage has been pledged to hundreds, perhaps thousands, of other investors in the pool. Alternatively, the Creditor may only have rights to the Note and Mortgage as a security position itself, in which case it is not the proper "holder" to bring this action.

9. Plaintiff cannot name TBW as a Defendant in the aforementioned action because TBW is in Chapter 11 Bankruptcy. Plaintiff has not sought relief from Automatic Stay in United States Bankruptcy Court of Middle Florida in regard to the real estate mortgage named in the action brought by Plaintiff against the Defendants.

10. Plaintiff is not a continuation of or successor in interest to the original mortgagee, who was MERS as nominee for Taylor Bean and Whitaker Mortgage Corporation (not Bayview Loan Servicing). See Argent Classic Convertible Arbitrage Fund, LP v. Countrywide Financial Corp 07-CV-07097 (CD CA 2009).

11. Plaintiff will find it impossible to prove that it is a holder in due course of the Note and Mortgage and hence it is subject to any of the foregoing defenses that is deemed substantive and not jurisdictional.

12. There is absolutely no evidence that the original Note has been endorsed or that an allonge has been signed and affixed to the Note in any manner effective to make Plaintiff a holder of the Note much less a holder in due course of the Note.

13 The Note was a negotiable instrument under South Carolina's Uniform Commercial Code and the Plaintiff did not properly acquire the Note via negotiation. See Union Bank & Trust Co. v. Thompson, 202 Ala. 537, 81 So. 39, 40 (1919) and Cum, supra.

14. In order to endorse a note, the current holder must either sign the instrument itself or an allonge (a paper so firmly affixed to the note that it becomes part of the note). See, e.g., Crossland Sav. Bank FSB v. Constant, 737 S.W. 2d 19 (Tex. Ct. App. 1987). The text of the UCC suggests mere assignment of an instrument is not sufficient to make the assignee a holder. This is because when an instrument is assigned, it is not necessarily endorsed to the assignee. Courts have supported this interpretation and in a bankruptcy proceeding, one court held that assignment alone does not make the note owner a holder in the absence of endorsement and delivery to the person currently in possession. In re Governor's Island, 39 B.R. 417 (Bankr. E.D.N.C. 1984) (holding mere assignment of a note without endorsement by the note's previous owner prevents the note's current owner from being a holder of the note). Without status as a holder, one can never be a holder in due course. There is no evidence whatsoever, and, indeed, Plaintiff will not be able to produce any evidence that it is the "holder" of the Note or Mortgage.

15. Alternatively, even if the Plaintiff can show an assignment, if the assignment is not firmly affixed to the Note, there has not been a valid endorsement. See Adams v. Madison Realty & Development, 853 F.2d 163 (3rd Cir. 1998).

16. There have been serious questions raised concerning the execution of documents by the Plaintiff due to the bundling of mortgages and fraudulent resale by TBW to multiple entities, resulting in the conviction of the top five TBW executives as well as an executive with Bayview Financial (also known as Bayview Asset Management), the parent company of the Plaintiff. Lee Farkas, Chief Executive Officer of TBW and Stephen Gordon of Bayview Financial were convicted of financial crimes based on the use of securitized assets from their mortgage portfolios. In the TBW Chapter 11 Bankruptcy filing, TBW has neither identified nor documented the Defendants' property as being a servicing or real property asset.

17. In the TBW Chapter 11 Bankruptcy filing, TBW has neither identified nor documented the Defendants' property as being a servicing or real property asset.

18. In the TBW Chapter 11 Bankruptcy filing, the United States Bankruptcy Court of Middle Florida has neither received petition to Relief from Automatic Stay regarding the Defendants' Mortgage from MERS nor has TBW authorized MERS to assign the Mortgage to Bayview Loan Servicing.

19. Defendants have proven in the United States Bankruptcy Court Districts of South Carolina and Middle Florida that both TBW and the Plaintiff have fraudulently serviced and collected monies from the Defendants prior to and during the Defendants Chapter 13 Bankruptcy case. Any action by the Plaintiff against the Defendants should be referred to the Bankruptcy Court of South Carolina for a trial to allow for the Defendants to counter sue based on previous complaints by the Defendants. Plaintiff and Defendants will have the opportunity to present evidence and testimony regarding their

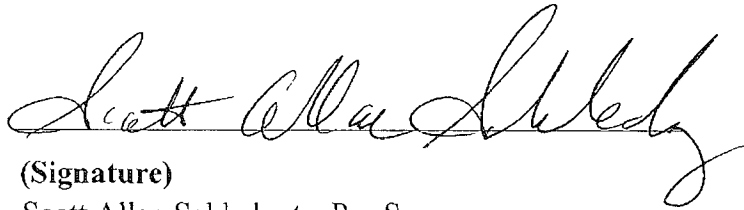
respective complaints.

WHEREFORE, Defendants pray that the court will:

- (1) Deny Plaintiff's Action for Foreclosure of Real Estate Mortgage and refer this case to civil court for a trial by jury
- (2) Grant the Defendants' Motion for Quiet Title.

For such other and further relief as
the court may deem proper.

DATED: October 15, 2013

A handwritten signature in cursive script, reading "Scott Allan Schledwitz", written over a horizontal line.

(Signature)

Scott Allan Schledwitz, Pro Se
13118 Sunkiss Loop
Windermere, FL 34786
(407)347-8641
schledwitz@cfl.rr.com

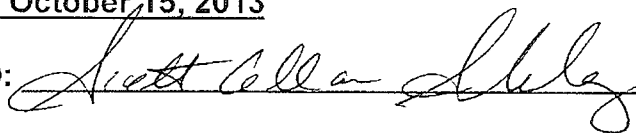
VERIFICATION

I, Scott Allan Schledwitz, am a Defendant in the above-entitled action. I have read the foregoing *Foreclosure of Real Estate Mortgage* and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Spartanburg, South Carolina.

DATED: October 15, 2013

SIGNED:

A handwritten signature in black ink, appearing to read "Scott Allan Schledwitz", written over a horizontal line.

Scott Allan Schledwitz, Pro Se
13118 Sunkiss Loop
Windermere, FL 34786
(407)347-8641
Schledwitz@cfl.rr.com

Bayview Loan Servicing, L.L.C.	) 2012-CP-420-897
Plaintiff,	)
	)
	) CERTIFICATE OF
	) SERVICE
v.	)
	)
	)
	)
Scott Allan Schledwitz	)
Roxanne Johnson Schledwitz	)
Defendants	)

I certify that on this date, I served a copy of Objection in this action, dated
 October 15, 2013, on Heidi B Carey, Plaintiff Attorney and Bayview Loan Servicing, LLC,
 Plaintiff by

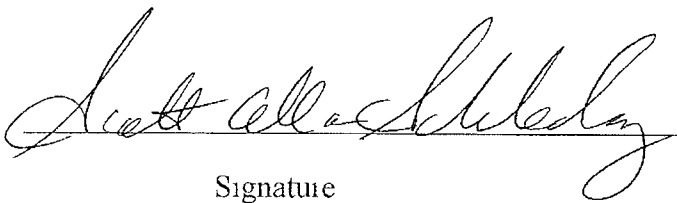
☐ Delivering it to him/her personally,

☒ 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:

PO Box 11412 Columbia SC 29211

☐ Delivering it by commercial delivery service in accordance with Rule 4(d)(9),
 SCRCF, addressed as follows , or,

☐ Other

October 15, 2013	
_____	_____
Date	Signature

Scott Allan Schledwitz, Pro Se
 13118 Sunkiss Loop
 Windermere, FL 34786
 (407)347-8641
 schledwitz@cfl.rr.com

1 STATE OF SOUTH CAROLINA
2 COUNTY OF SPARTANBURG

COURT OF COMMON PLEAS

3 BAYVIEW LOAN SERVICING, LLC,)
4 PLAINTIFF,)
5 -VS-)

TRANSCRIPT OF TESTIMONY

6 SCOTT A SCHLEDWITZ, ROXANNE J)
7 SCHLEDWITZ AKA ROXANNE)
8 JOHNSON SCHLEDWITZ, MORTGAGE)
9 ELECTRONIC REGISTRATION)
10 SYSTEMS, INC. (MERS) AS NOMINEE)
11 FOR TAYLOR, BEAN & WHITAKER)
12 MORTGAGE CORP., THE UNITED)
13 STATES OF AMERICA, BY AND)
14 THROUGH ITS AGENCY, THE)
15 INTERNAL REVENUE SERVICE AND)
16 THE SOUTH CAROLINA DEPARTMENT)
17 OF REVENUE,)

18 DEFENDANTS)

(2012CP42-0899)

19 REFERENCE HELD.

NOVEMBER 19, 2013

20 BEFORE

HONORABLE GORDON G COOPER,
MASTER-IN-EQUITY FOR SPARTANBURG COUNTY

21 RILEY, POPE & LANEY, LLC,
22 BY JAYME SHY, ESQUIRE
23 Attorneys for the Plaintiff.

24 Sarah Hollis, Court Reporter
25

1 THE COURT. We go on the record in the case of Bayview Loan Servicing, LLC, versus Scott
2 A Schledwitz, Roxanne J. Schledwitz aka Roxanne Johnson Schledwitz, Mortgage
3 Electronic Registration Systems, Inc., (MERS) as nominee for Taylor, Bean &
4 Whitaker Mortgage Corp , The United States of America, by and through its agency, the Internal
5 Revenue Service and The South Carolina Department of Revenue. This is case number 2012-
6 0899 The Lis Pendens and Order of Reference have been filed with the Clerk The appropriate
7 Affidavits have been filed with the Clerk. And the case has been properly referred The
8 Plaintiff is represented by Ms. Shy The latest document that I have got from the Defendant
9 who is pro se is a request for a continuance
10 MS SHY Yes sir And we are asking that you deny that In reviewing the request for a
11 continuance it looks like it is mostly based upon a bankruptcy case And I have a whole stack of
12 bankruptcy orders that we can go through and I think he also alleges that there has been no proper
13 assignment from Taylor, Bean & Whitaker to Bayview.
14 THE COURT I think that I saw a copy of the recorded assignment attached to an Affidavit in
15 the file
16 MS SHY Yes sir, there is And the Schledwitzs are not in bankruptcy They were dismissed
17 in 2011 for failure to make payments and I have printed out these bankruptcy orders The
18 bankruptcy that is still active in Florida that is not where the Schledwitzs filed bankruptcy that is
19 where Taylor, Bean & Whitaker has filed bankruptcy
20 THE COURT. Right
21 MS SHY And in that case the Schledwitz's attorney they filed a response and objection to the
22 Motion for Relief And in that motion they state that the loan has been service released to
23 Bayview Loan Servicing So they have admitted in the bankruptcy case that the mortgage had
24 been service transferred to Bayview by assignment.
25 THE COURT. Okay

1 MS. SHY And these I have in order and I have some notes that I can walk through some of
2 these with you..

3 THE COURT. All right The first thing then is the Order dismissing the bankruptcy case.

4 MS. SHY Yes sir. And I can kind of go through if you will indulge me with these notes.

5 THE COURT: Yes, I would like for you to,

6 MS SHY Okay The Schledwitzs filed a Bankruptcy and an Adversary in South Carolina, I
7 believe in 2009 The Adversary was 2009- AP80164 and this was dismissed because Taylor,
8 Bean & Whitaker had a pending Chapter 11 bankruptcy down in Florida already and a copy of
9 that order is in the stack of papers that I handed up. The Bankruptcy which is 09BK00666 was
10 dismissed on May 26, 2011 for failure to make timely payments A copy of that Order is also
11 handed up. The Florida bankruptcy is as we discussed but it actually Taylor, Bean and
12 Whitaker's Chapter 11, and the file number for that is 09BK07047 In that bankruptcy, Taylor
13 Bean & Whitaker dated August 31, 2009, there is an order transferring six portfolios to U. S.
14 Bank and two portfolios of Taylor, Bean & Whitaker to Bayview And this includes thousands
15 of loans. A copy of the emergency joint motion and the Order of attached documents 44 and 76

16 **MS. SHY INTRODUCES INTO EVIDENCE A COPY OF THE ORDER DISMISSING**
17 **CASE, U. S. BANKRUPTCY COURT, CASE NUMBER 07-00666-HB, WITH ORDER,**
18 **ORDER DISMISSING ADVERSARY WITHOUT PREJUDICE, AND THREE PAGES**
19 **CASE LOCATOR SHEETS ATTACHED, MARKED AS PLAINTIFF'S EXHIBIT**
20 **NUMBER 1.**

21 THE COURT, All right

22 MS SHY The Schledwitzs filed a Motion for Relief from the Stay on January 27, 2010, which
23 was abated because they didn't pay the filing fee or serve the Motion properly. There is an
24 Order abating the Motion and that is Document 956 They refiled this Motion on February 2,
25 2010, that is Motion, Document 1002, Taylor, Bean & Whitaker Response and Objection to the

1 Motion was filed on February 18, 2010 and that is document 1044. And we discussed the
2 Schledwitzs state that the loan had been service released to Bayview.
3 **MS. SHY INTRODUCES A COPY OF THE DEBTOR'S RESPONSE AND OBJECTION**
4 **TO MOTION FOR RELIEF FROM AUTOMATIC STAY FILED BY SCOTT ALLAN**
5 **SCHLEDWITZ AND ROXANE JOHNSON SCHLEDWITZ, MARKED AS**
6 **PLAINTIFF'S EXHIBIT NUMBER 2.**
7 **MS. SHY INTRODUCES A COPY OF THE OBJECTION TO RELIEF REQUESTED IN**
8 **DEBTORS' OMNIBUS OBJECTION, MARKED AS PLAINTIFF'S EXHIBIT NUMBER**
9 **3.**
10 THE COURT: All right.
11 MS. SHY: There is an Order denying their Motion for Relief from Stay and that is document
12 1125. They filed a proof of claim which Taylor, Bean & Whitaker then objected to. There is
13 an objection to the relief requested in Debtor's Omnibus Objection and that was filed and then
14 there was an Amended Order setting an Evidentiary Hearing and pre-trial scheduled after
15 September 11 and then there was a Notice of Hearing on the trial. However, at this point in the
16 Bankruptcy case our loan is out of it due to the order transferring the two portfolios to Bayview.
17 Our loan is included in that two Portfolios. So there is no longer even, Taylor, Bean & Whitaker
18 are involved in Taylor, Bean & Whitaker's Chapter 11. The Schledwitzs are still trying to file
19 stuff in Taylor, Bean & Whitaker's case but it has nothing to do with the loan, the subject loan.
20 **MS. SHY INTRODUCES A COPY OF THE ORDER DENYING MOTION FOR RELIEF**
21 **FROM STAY, MARKED AS PLAINTIFF'S EXHIBIT NUMBER 4.**
22 **MS. SHY INTRODUCES A COPY OF THE MOTION FOR RELIEF OF AUTOMATIC**
23 **STAY, MARKED AS PLAINTIFF'S EXHIBIT NUMBER 5.**
24 **MS. SHY INTRODUCES A COPY OF THE ORDER ABATING MOTION FOR RELIEF**
25 **FROM STAY, DATED JANUARY 28, 2010, MARKED AS PLAINTIFF'S EXHIBIT**

1 NUMBER 6.

2 MS. SHY INTRODUCES A COPY OF THE EMERGENCY JOINT MOTION OF U.S.

3 BANK NATIONAL ASSOCIATION, MARKED AS PLAINTIFF'S EXHIBIT NUMBER

4 7.

5 MS. SHY INTRODUCES A COPY OF THE AGREED ORDER APPROVING

6 PROCEDURE FOR TRANSFER OF RESIDENTIAL CONSUMER LOAN MORTGAGE

7 PORTFOLIOS, MARKED AS PLAINTIFF'S EXHIBIT NUMBER 8.

8 THE COURT: All right. So there is no question that this loan was transferred out pursuant to

9 the Bankruptcy Order?

10 MS. SHY Yes sir, and the assignment of mortgage that Bayview now owns it and Bayview is

11 not in bankruptcy.

12 THE COURT Okay. But this order was entered back in 2009

13 MS SHY Which one, Your Honor

14 THE COURT. This agreed Order from the Bankruptcy, the Transfer of Residential Consumer

15 Loan Mortgage Portfolios

16 MS SHY Yes sir The August 31, 2009, Order

17 THE COURT: Right

18 MS SHY Yes sir.

19 THE COURT, Okay So there is no question Number 1, even though Taylor, Bee is in

20 bankruptcy in Florida this particular loan was carved out, transferred out of the bankruptcy

21 pursuant to this Order and assigned to Bayview?

22 MS SHY: Yes sir

23 THE COURT Okay. And that is basically what his whole ---

24 MS. SHY Whole request for continuance was based on

25 THE COURT And I noticed in there somewhere he said that he was going to a hearing in

1 Jacksonville?

2 MS. SHY: Yes sir. And they are still filing stuff in the Chapter 11 Bankruptcy and the last

3 Order that we found was something about a hearing was filed back on October 31, 2011 And

4 going to hearing on the bankruptcy trial as of - we have on the docket of record of the

5 bankruptcy we could find no record of a trial At one point it was set for March 8, 2012 but that

6 didn't occur and on the record there is no further scheduling of a trial. And I think that trial is

7 based upon they filed a proof of claim back in 2010.

8 THE COURT: All right Then I am satisfied based on the documents that counsel for the

9 Plaintiff has handed up relating to the bankruptcy matters that the Defendants has set out in the

10 Request for a Continuance and other pleadings that the mortgage which serves as the basis for

11 this foreclosure was appropriately carved out of the bankruptcy of Taylor, Bean & Whitaker and

12 assigned to the Plaintiff herein And the assignment is attached to the ---

13 MS. SHY It is also attached to the Motion for Summary Judgment, Your Honor

14 THE COURT Okay Maybe that is where I was

15 MS. SHY. Yes sir.

16 THE COURT I know that I read it

17 MS SHY: I can hand up a copy.

18 THE COURT, That is fine.

19 MS SHY: The assignment of mortgage was recorded on March 26, 2012.

20 THE COURT There it is. The Affidavit of Gary Locke That is the one that I was looking

21 for.

22 MS. SHY Yes sir.

23 THE COURT; All right Then based on those findings and the Motion for the Continuance or

24 at least the basis for the Motion for a Continuance, I find there is no basis because the assignment

25 and the carve out is appropriate If you are ready to proceed with the hearing?

1 MS SHY. Yes sir.

2 THE COURT And this is not owner occupied, is that correct?

3 MS. SHY That is correct, Your Honor The Schledwitzs live in Florida and we have filed a

4 Certification of Exemption The property is vacant We did begin this foreclosure case with a

5 Summons and Complaint which the Schledwitzs did timely file and serve an Answer.

6 Thereafter, the IRS also asserted an interest concerning the tax lien priority. We referred this

7 case on October 14, 2013 Along with that we have a Non-Military Affidavit, Order of

8 Reference and Notice of Default We did file Summary Judgment on July 17, 2013. No

9 counter Affidavit has been filed. Attached to our Motion we have an Affidavit of the Business

10 Record Custodian of my Client setting forth the terms of the note and mortgage previously says

11 that the mortgage has been assigned We did send out a Notice of Breach Letter that the terms

12 Have been complied with and sets forth that the debtors are in default on the loan and haven't

13 made a payment since December 1, 2008 And it sets forth the debt figures and I can go through

14 those one by one if you would like

15 THE COURT. You don't have an Order with you?

16 MS SHY. No sir I didn't prepare the Order

17 THE COURT. All right That is fine

18 MS SHY: And then with the IRS lien we have a purchase money mortgage We have talked to

19 the Assistant U S Attorney and given him a copy of the HUD and the loan closing And he has-

20 agreed that we do have priority based upon the case law in South Carolina his lien is junior to

21 ours, Your Honor

22 THE COURT: But he still is asserting the 120 day right of redemption, correct, at the sale?

23 MS SHY: Yes sir

24 THE COURT; Okay Will you go over the debt figures then for the record?

25 MS. SHY Yes sir. The principal amount due as of the day of default, December 2008, is

CLERK
SPARTAN
2013 NOV 20 AM 10:32
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

1 \$155,759.84 Interest from November 1, 2008 to December 1, 2012 at the rate of 9.5 percent is
2 \$69,318.51 Interest from December 2, 2012 through May 31, 2013 at the rate of 8.5 percent is
3 \$6,604.69. Per diem interest from May 31, 2013 through today's date at the rate of \$36.27 per
4 day. The escrow advance is \$16,178.20. The suspense or unapplied funds balance is \$472.58.
5 A recovery balance of \$2,859.50. And we have not prepared an attorney's fee affidavit or the
6 statement of cost at this time. And we ask if we could send those up with the proposed order
7 for review?

8 THE COURT, All right. And this is a demand or a waiver?

9 MS. SHY: This at the present time is a demand.

10 THE COURT: All right. And the first sale requested is January 6, 2014.

11 MS. SHY: January 6, Your Honor.

12 THE COURT: All right. If you will send up the Order leaving the attorney's fee blank and the
13 total balance blank with a Notice of Sale and the Form 4.

14 MS. SHY: Yes sir. I will do that.

15 THE COURT: All right.

16 MS. SHY: Thank you.

17 ----- END OF HEARING -----

CLERK
SPARTAN
2013 NOV 20 AM 10:32
H. H. C. DEPT. CLERK

CIRCUIT COURT OF THE STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Bayview Loan Servicing, L.L.C. Plaintiff,	)	2012-CP-420-897
	)	
	)	
	)	REQUEST FOR
	)	CONTINUANCE
	)	
v.	)	
	)	
	)	
	)	
Scott Allan Schledwitz	)	
Roxanne Johnson Schledwitz	)	
Defendants	)	

Scott Allan Schledwitz and Roxanne Johnson Schledwitz ("Defendants") Request a Continuance in the Case and Hearing scheduled November 19, 2013 in the Master-in-Equity Court regarding Bayview Loan Servicing, L.L.C ("Plaintiff") Foreclosure of Real Estate Mortgage:

1 Defendants have maintained in this case as well as the Quiet Title case 2010CP4206734, filed in the County of Spartanburg and referred to the Master-in-Equity, that the property is not encumbered by a mortgage lender. This Court set aside the Quiet Title order, in part because the last known mortgagee, Taylor Bean and Whitaker, was protected in its Chapter 11 Bankruptcy filed in the Bankruptcy Court of Middle Florida. The Defendant has followed the proper steps in contacting all known parties with interest in the property via United States Postal Service First Class mail and by publication in the state of South Carolina and the state of Florida, providing sufficient time for objection and response to aforementioned known parties and John Does. As noted in the Defendants' Objection to the Foreclosure, Quiet Title has preceded the Plaintiff's Motion for Foreclosure, with no objection or response filed by the Plaintiff or Mortgage Electronic Registration Services (MERS). Given the precedential rulings based on the fraudulent transacting of Mortgages and Foreclosure filings by MERS, adequate should be provided for evidence of the chain of custody can be submitted and provided to the Defendants in Discovery.

2. Plaintiff has not provided Certificate of Remand from the Bankruptcy Court of Middle Florida regarding the transfer of ownership of the mortgage on the Defendants property from Taylor, Bean and Whitaker to Bayview Financial Services, L.L.C. Plaintiff is required to provide this document. Adequate time should be allowed for the Plaintiff to file the Motion with the Bankruptcy Court of Middle Florida to obtain said Certificate of Remand.

3 Taylor, Bean and Whitaker was closed by federal regulators and the Federal Bureau of Investigation on August 4, 2009, due to fraudulent sales and transfers of

mortgages, from 2004 through 2009. The Defendants mortgage was originated and owned by Taylor, Bean and Whitaker in November, 2005. In allocution, Lee Farkas, the Chief Executive Officer of Taylor, Bean and Whitaker admitted to the fraudulent transfer and the bundling of mortgages that were sold to multiple investors. Bayviews claim to mortgage ownership is highly questionable as no chain of custody is documented in Middle Florida Court record of Bayviews ownership of the mortgage in question. Adequate time should be provided for the defendant to provide the Court with documentation and testimony of material witnesses from the Taylor, Bean and Whitaker Trustee's office.

4. As provided in the Defendants' Objection to the Foreclosure motion, the Plaintiff has willfully ignored Bankruptcy rule and Court order the Automatic Stay protecting the Defendants in their Chapter 13 Bankruptcy case. The Defendants' pursued by Motion the removal of the Plaintiff's as secured creditor of the mortgage in question. The Plaintiff's failed to respond or make appearance in Bankruptcy Court hearings in November, 2009 and March, 2011. Subsequently, the Bankruptcy Court ruled in the Defendants' favor, removing the Plaintiff as secured creditor because the Plaintiff never provided evidence of ownership nor defended itself of the multiple counts of Violation of Automatic Stay. Damages due to the aforementioned Violation of Automatic Stay remain an open item with the Bankruptcy Court. The Plaintiff is responsible for responding to the Motion and allowing the Court to decide on damages. The mortgage and property are encumbered by this. Adequate time should be provided to allow for the Defendant to schedule the continued hearing in the Bankruptcy Court of South Carolina and the Plaintiff to appear and plea to the Court prior to the Foreclosure Motion being heard in this Court.

5. Given the complexity of the case involving two Federal Bankruptcy Courts involvement with the mortgage, the Plaintiff and the Defendants, the Court should be given the time to review this case, witness list, and evidence from both Plaintiff and Defendants. It is the Defendants' assertion that the Court should refer this case back to the Court of Common Pleas for referral to a Civil Docket, should the Plaintiff provide the basic information regarding the chain of custody and ownership of the mortgage and Certificate of Remand from the Bankruptcy Court of Middle Florida.

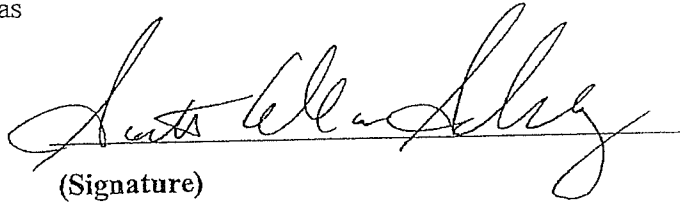
6. The request for additional time to respond to the lawsuit is not made in bad faith and there will be no prejudice to either the court or the plaintiff as a result of the additional time due to the huge numbers of pending foreclosure cases and our continued upkeep and maintenance of the property which protects the value of the property for all involved.

WHEREFORE, Defendants pray that the court will

The Court to grant the instant Motion for Extension of Time of 60 days to allow the Defendants to provide the Court and Plaintiff a list of witnesses, supporting evidence of the Defendants' arguments and adequate time for correspondence between all parties.

For such other and further relief as
the court may deem proper

DATED November 11, 2013

A handwritten signature in cursive script, appearing to read "Scott Allan Schledwitz", written over a horizontal line.

(Signature)

Scott Allan Schledwitz, Pro Se
13118 Sunkiss Loop
Windermere, FL 34786
(407)347-8641
schledwitz@cfl.rr.com

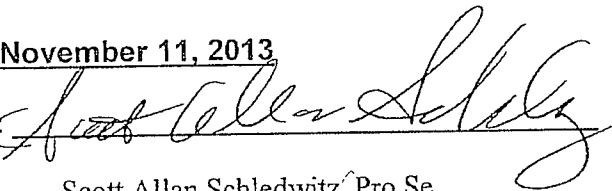
VERIFICATION

I, Scott Allan Schledwitz, am a Defendant in the above-entitled action. I have read the foregoing *Foreclosure of Real Estate Mortgage* and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Spartanburg, South Carolina.

DATED: November 11, 2013

SIGNED: _____


Scott Allan Schledwitz, Pro Se
13118 Sunkiss Loop
Windermere, FL 34786
(407)347-8641
Schledwitz@cfl.rr.com

Bayview Loan Servicing, L.L.C.
Plaintiff,

) 2012-CP-420-897

)

)

) CERTIFICATE OF
) SERVICE

)

v.

)

)

)

Scott Allan Schledwitz
Roxanne Johnson Schledwitz
Defendants

)

)

I certify that on this date, I served a copy of Objection in this action, dated
October 15, 2013, on Heidi B. Carey, Plaintiff Attorney and Bayview Loan Servicing, LLC,
Plaintiff 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:

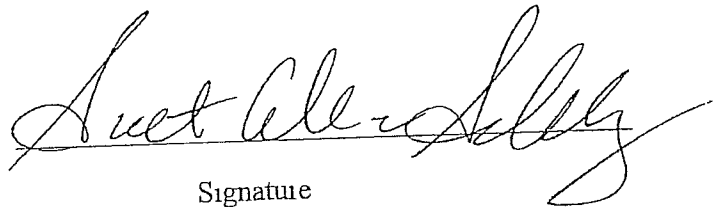
PO Box 11412 Columbia SC 29211

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

☐ Other

November 11, 2013

Date



Signature

Scott Allan Schledwitz, Pro Se
13118 Sunkiss Loop
Windermere, FL 34786
(407)347-8641
schledwitz@cfl.rr.com

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	MASTER-IN-EQUITY
COUNTY OF <u>SPARTANBURG</u>	)	
<u>BAYVIEW LOAN SERVICING, L.L.C</u>	)	
Plaintiff(s),	)	ORDER OF CONTINUANCE
vs	)	
	)	
Scott Allan Schledwitz and Roxanne	)	
Johnson Schledwitz	)	
Defendant(s).	)	Docket No 2012-CP-420-897

The hearing in the above entitled action originally scheduled for November 19, 2013(date) at 10:30 (X a.m / ☐ p.m.) has been continued for the following reason(s)

- ☐ Agency Attorney
- ☐ Attorney
- ☐ GAL
- ☐ Lack of Court Time
- ☐ Insufficient Notice or Time
- ☐ Failure to Appoint GAL or Attorney
- ☐ Judge Recusal
- ☐ Judge or Clerk
- ☐ Permanent plan not timely submitted to Court
- ☒ Other Defendant request for witness testimony and/or chain of custody
documentation_____

Date. November 11, 2013

Gordon G. Cooper
Master-in-Equity
County of Spartanburg, South Carolina

[Print](#) | [Close Window](#)

Subject FW 2012-CP-42-0899 Bayview v. Scott Schledwitz
From "Winstead, Sharon" <swinstead@spartanburgcounty.org>
Date Fri, Nov 15, 2013 4:55 pm
To "Scott Schledwitz" <schledwitz@cfl rr.com>
Cc "Andrew Knitz" <AndrewK@rplfirm.com>

Hi Mr Schledwitz,
I emailed your request to the Plaintiff's Attorney, per Judge Cooper's instructions, and the Attorney replied that he will not consent to the continuance
Thanks,
Sharon

From: Winstead, Sharon
Sent: Friday, November 15, 2013 4:47 PM
To: 'Andrew Knitz'
Subject: RE: 2012-CP-42-0899 Bayview v. Scott Schledwitz

Ok thanks for getting back with me
Thanks,
Sharon

From: Andrew Knitz [mailto:AndrewK@rplfirm.com]
Sent: Friday, November 15, 2013 4:42 PM
To: Winstead, Sharon
Subject: RE: 2012-CP-42-0899 Bayview v. Scott Schledwitz

Sharon,

Heard back faster than expected We will not consent to the continuance Hope you have a great weekend as well

Thank you,
Andrew

From: Winstead, Sharon [mailto:swinstead@spartanburgcounty.org]
Sent: Friday, November 15, 2013 4:30 PM
To: Andrew Knitz
Subject: RE: 2012-CP-42-0899 Bayview v Scott Schledwitz

Ok great! Have a good weekend
Thanks,
Sharon

From: Andrew Knitz [mailto:AndrewK@rplfirm.com]
Sent: Friday, November 15, 2013 4:31 PM
To: Winstead, Sharon
Subject: RE: 2012-CP-42-0899 Bayview v. Scott Schledwitz

Sharon,

I am checking with the attorney who filed the MSJ. He is in depositions today and I will let you know first thing Monday.

Andrew

From: Winstead, Sharon [mailto:swinstead@spartanburgcounty.org]

Sent: Friday, November 15, 2013 3:53 PM

To: Andrew Knitz

Subject: 2012-CP-42-0899 Bayview v. Scott Schledwitz

Hi Andrew,

I have attached a Request for Continuance from Scott Schledwitz. The hearing is set for **November 19th, 2013 at 10:30 pm**. Please let me know if you plan to continue or go forward with the hearing.

Thanks,
Sharon

*Sharon Winstead,
Administrative Assistant
Master-In-Equity
P.O. Box 5666, Room 901
Spartanburg, SC 29304
Phone (864) 596-2501
Fax (864) 596-2078
swinstead@spartanburgcounty.org*

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IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

11 FEB 22 AM 11:41

IN RE:
Scott Allan Schledwitz and
Roxanne Johnson Schledwitz,

CASE NO. 3 09-bk-07047-HB
CHAPTER: 13

Debtors

OBJECTION TO TRANSFER OF CLAIM AND
COMPLAINT AGAINST THE UNITED STATES
TRUSTEE

OBJECTION TO TRANSFER OF CLAIM

Scott Allan Schledwitz and Roxanne Johnson Schledwitz Object to the Transfer of Claim from Taylor, Bean and Whitaker Mortgage Corporation ("TBW") to Bayview Financial Services..

FACTS

1. Debtors filed for Chapter 13 Bankruptcy on February 7, 2007 in the United States District Court of South Carolina.
2. The Trustee, Gretchen Holland ("Trustee"), was appointed interim chapter 13 trustee for the Case on February 7, 2007, and thereafter became the permanent case trustee.
3. TBW filed a Proof of Claim as a secured claims number 4 and number 5.
4. TBW filed a Motion for Relief from Automatic Stay on July 27, 2009.
5. Debtors filed and Objection to the Motion for Relief from Automatic Stay and a counter complaint for Violation of Automatic Stay and Creditor Misconduct on August 10, 2009.
6. TBW filed for Chapter 11 bankruptcy in the United States District Court of Middle Florida, CASE NO: 3.09-bk-07047-JAF on August 24, 2009.
7. TBW filed a Withdrawl of Motion for Relief from Automatic Stay on August 26, 2009.
8. Debtors filed a Motion on Violation of Automatic Stay and Creditor Misconduct on September 29, 2009, seeking damages based on *Nosek vs Ameriquet Mortgage*

9. The Trustee was notified that TBW transferred its secured claims numbers 4 and 5 to Bayview Financial Services on November 16, 2009.
10. The Court held a status meeting with the Debtors and Trustee on November 19, 2009. The Court referred the Debtors to pursue a Motion for Relief from Automatic Stay against TBW before a judgment could be made against the creditor in the Debtors aforementioned motion.
11. Debtors filed a Motion for Relief from Automatic Stay in the United States District Court of Middle Florida against Taylor Bean and Whitaker on January 3, 2010. The Debtors' Trustee was notified via first class mail.
12. The Debtors hearing for Relief from Automatic Stay was held on February 19, 2010, Docket number 1044, in the United States District Court of Middle Florida before Judge Jerry Funk. The Motion was denied based on the creditor's objection that the cost of legal defense in another jurisdiction would be too much for TBW to endure. The judge instructed the debtors to file a secured claim against the defendant.
13. During the hearing for Relief from Automatic Stay in Middle Florida, counsel for TBW, Russell Blain, admitted in Court record that TBW had committed fraud as cited by the Debtors.
14. On February 25, 2010, Debtors filed a secured Proof of Claim against TBW for the amount of \$210,000.
15. TBW is scheduled to confirm its Bankruptcy plan on March 4, 2011.

OBJECTION BASIS

1. TBW and the Trustee failed to file a 3001(e) Transfer of Claim with the United States Bankruptcy Clerk of Court.
2. Because the Transfer of Claim was not properly handled, the Debtors were denied their right to respond officially with an Objection based on Transfer of Claim and reference of a docket number.

COMPLAINT BASIS

1. The Trustee failed to file the Transfer of Claim and Notifications to all parties.
2. The Trustee was aware, based on the Motion for Violation of Automatic Stay and Creditor Misconduct, that the Debtors were being victimized by TBW and its successor Bayview Financial Services and had provided evidence of such abuse to both the Court and Trustee. Based on Section 586 of Title 28 of the United States Code and evidence of fraud committed by TBW provided by the Debtors, the Trustee, as an Officer of the Court AND Administrator of the Estate, had a responsibility to schedule an evidentiary hearing and notify all creditors in the Debtors case in addition to the Debtor.
3. In the Debtors Relief Motion in Middle Florida, the Trustee should have filed the Motion as the party of interest in the Debtors' estate. Debtors incurred significant financial burdens to the estate in order to pursue the Violation of Automatic Stay and Creditor Misconduct. It is the Trustee's obligation to the creditors and debtors to not allow the estate to suffer financial burden due to the willful fraudulent violations of one creditor against the Debtors. In the very least, the Trustee could have assumed a passive role and attended via telephonic means any hearings regarding the Debtors' Motion for Relief.
4. TBW's Bankruptcy filing became explicitly tied to the Debtors' case. Based on this, it is the Trustee's responsibility to seek status of TBW's case in relation to outstanding issues to the Debtors' case. The Court record of the hearing held in Middle Florida regarding the aforementioned Relief from Stay by the Debtors against TBW was fully accessible through PACER to query case disposition as well as the Court reporter for transcript of the hearing.
5. Based on the Trustee's action in transferring the claim with no allowance of due process for debtors and creditors related to the Debtors' case, the Trustee's inaction in administering the estate fairly and guarding it from fraud, and the Trustee's failure as an officer of the Court to pursuing as a party of interest in the Debtors' actions against TBW in the Creditor's Bankruptcy proceedings, the Debtors conclude that the Trustee violated against the

Debtors' 42 U.S.C. § 1983. The accumulation of the above items represent a clear violation of the Debtors' rights to Due Process.

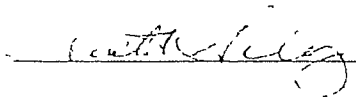
WHEREFORE, Debtors respectfully request:

1. That this Court reject the standing Transfer of Claim and suspend all payments to Bayview Financial Services until the proper filing of 3001 (e) claim, evidentiary hearing is held and by evidence submitted by Claimant and Debtors, the Court is satisfied to either confirm or deny the Transfer of Claim.
2. All funds from the Debtors' payment plan attributed to Bayview Financial Services be applied back to the Debtors' bankruptcy account held by the Trustee.
3. All funds from the Debtors' payment plan attributed to Taylor, Bean and Whitaker Mortgage Corporation be applied back to the Debtors' bankruptcy account, dating back to September, 2008 until the present.
4. Sanction the United States Trustee Gretchen Holland for failure to act as an Administrator of the estate of the Debtors for all parties and failure to follow the mission, policies and guidelines as provided by the Executive Office of the United States Trustee by pursuing the charges of fraud that were filed with evidence by the Debtors and subsequent admission of fraud specified by the Debtors in their Relief Motion by the attorney of Taylor, Bean and Whitaker Mortgage Corporation in record of the United States Bankruptcy Court in the District of Middle Florida.

5. Allow the Debtors to amend their bankruptcy case to apply a priority claim in regard to the administrative cost for preventing further fraud by creditors.

Respectfully submitted,
Scott Allan Schledwitz
Roxanne Johnson Schledwitz
Plaintiffs

This 14th Day of February, 2011



Scott Allan Schledwitz
5314 Lemon Twist Lane
Windermere, FL 34786
(407)347-8641
Schledwitz@cfl.rr.com

CERTIFICATE OF SERVICE

I hereby certify that on **February 14, 2011**, a copy of the foregoing Creditor's Objection to Relief Requested in Debtors' Objection to Transfer of Claim was served electronically or by regular United States mail to:

Gretchen D. Holland
3 Caledon Court, Suite A
Greenville, SC 29615
gdh@upstate13.com

George J. Conits
Post Office Box 10067
Greenville, SC 29603
george.conits@usdoj.gov

Claims Register and mailing matrix

/s/ Scott Schledwitz
Scott Schledwitz, Pro Se

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

11 FEB 22 AM 11:41

IN RE:

Scott Allan Schledwitz and
Roxanne Johnson Schledwitz,

Debtors

CASE NO. 3 09-bk-07047-HB
CHAPTER 13OBJECTION TO TRANSFER OF CLAIM AND
COMPLAINT AGAINST THE UNITED STATES
TRUSTEE**OBJECTION TO TRANSFER OF CLAIM**

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COMPLAINT BASIS

1. The Trustee failed to file the Transfer of Claim and Notifications to all parties.
2. The Trustee was aware, based on the Motion for Violation of Automatic Stay and Creditor Misconduct, that the Debtors were being victimized by TBW and its successor Bayview Financial Services and had provided evidence of such abuse to both the Court and Trustee. Based on Section 586 of Title 28 of the United States Code and evidence of fraud committed by TBW provided by the Debtors, the Trustee, as an Officer of the Court AND Administrator of the Estate, had a responsibility to schedule an evidentiary hearing and notify all creditors in the Debtors case in addition to the Debtor.
3. In the Debtors Relief Motion in Middle Florida, the Trustee should have filed the Motion as the party of interest in the Debtors' estate. Debtors incurred significant financial burdens to the estate in order to pursue the Violation of Automatic Stay and Creditor Misconduct. It is the Trustee's obligation to the creditors and debtors to not allow the estate to suffer financial burden due to the willful fraudulent violations of one creditor against the Debtors. In the very least, the Trustee could have assumed a passive role and attended via telephonic means any hearings regarding the Debtors' Motion for Relief.
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5. Based on the Trustee's action in transferring the claim with no allowance of due process for debtors and creditors related to the Debtors' case, the Trustee's inaction in administering the estate fairly and guarding it from fraud, and the Trustee's failure as an officer of the Court to pursuing as a party of interest in the Debtors' actions against TBW in the Creditor's Bankruptcy proceedings, the Debtors conclude that the Trustee violated against the

Debtors' 42 U.S.C. § 1983 The accumulation of the above items represent a clear violation of the Debtors' rights to Due Process.

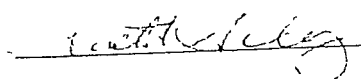
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4. Sanction the United States Trustee Gretchen Holland for failure to act as an Administrator of the estate of the Debtors for all parties and failure to follow the mission, policies and guidelines as provided by the Executive Office of the United States Trustee by pursuing the charges of fraud that were filed with evidence by the Debtors and subsequent admission of fraud specified by the Debtors in their Relief Motion by the attorney of Taylor, Bean and Whitaker Mortgage Corporation in record of the United States Bankruptcy Court in the District of Middle Florida.

5. Allow the Debtors to amend their bankruptcy case to apply a priority claim in regard to the administrative cost for preventing further fraud by creditors.

Respectfully submitted,
Scott Allan Schledwitz
Roxanne Johnson Schledwitz
Plaintiffs

This 14th Day of February, 2011



Scott Allan Schledwitz
5314 Lemon Twist Lane
Windermere, FL 34786
(407)347-8641
Schledwitz@cfl.rr.com

CERTIFICATE OF SERVICE

I hereby certify that on **February 14, 2011**, a copy of the foregoing Creditor's Objection to Relief Requested in Debtors' Objection to Transfer of Claim was served electronically or by regular United States mail to

Gretchen D. Holland
3 Caledon Court, Suite A
Greenville, SC 29615
gdh@upstate13.com

George J. Conits
Post Office Box 10067
Greenville, SC 29603
george.conits@usdoj.gov

Claims Register and mailing matrix

/s/ Scott Schledwitz
Scott Schledwitz, Pro Se

The Honorable Gordon G Cooper
Master-In-Equity
Spartanburg County, State of South Carolina

November 18, 2013

Dear Judge Cooper,

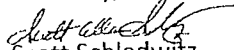
I have received communication from Sharon Winstead that the Plaintiff attorney does not wish to continue this scheduled hearing on the Motion for Summary Judgment -- Case # 2012-CP-420-897. I cannot attend this scheduled hearing as I work in another state. I have aggressively attempted to hire an attorney, but given the nature of this case, I have yet to find one that will take it, including two that came through the Bar Referral program.

The Plaintiff's filings are flawed; they have not demonstrated the chain of assignment from Taylor, Bean and Whitaker through MERS. They also claim that Fair Debt practices have been followed in their filing but they continue to charge an egregiously larger interest rate than what is written in the Adjustable Rate Rider in the mortgage. The incorrect interest rate has been applied even after filing the original complaint in this court (proof of this is attached to this email). The incorrect interest rate based on the wrong Index Rate has been occurring since Taylor, Bean and Whitaker was servicing the mortgages. This also would show that the amount the Plaintiff is requesting in Summary Judgment is incorrect as well. Finally, the Defendants have contended that the Plaintiff holds no right to foreclose in both this court as well as the Federal Bankruptcy Court of South Carolina and they failed to prove as such in the Bankruptcy Court hearing on this matter on March 24, 2011, where the validity of their transferred claim was challenged and suspended by the court, with all payments stopped to the Plaintiff for the remainder of the Defendants' bankruptcy case.

We ask that you re-schedule this hearing to allow evidence to be presented by the defense. A proper hearing will allow both parties in this dispute opportunity to present facts from which the court can make a ruling. In April, 2011, you set aside your signed order on my Motion for Quiet Title in part because of the complexity of the Taylor, Bean and Whitaker Bankruptcy. We ask that you make the same consideration in this case. This is a complex matter, and while procedurally, both the Plaintiff and Defendants have filed appropriately in their respective motions for Summary Judgment and Quiet Title, not all matters can be decided through linear processes.

We pray that you will consider the Defendants' objections and their Request for Continuance.

Sincerely,


Scott Schledwitz

13118 Sunkiss Loop
Windermere, FL 34786
(407)347-8641
schledwitz@cfl.rr.com



BAYVIEW.
Loan Servicing

5/8/2012

SCOTT SCHLEDWITZ
5314 LEMON TWIST LN

WINDERMERE, FL, 34786-3168

NOTICE OF RATE ADJUSTMENT

Re: Loan ID: 0000344080

Dear Mortgagor (s)

This is notification of an interest rate adjustment to your loan. This adjustment is pursuant to the terms of your loan contract. It is not a waiver of any of the mortgage holder's rights. The mortgage holder reserves all its rights under the terms of the loan contract, including, but not limited to, its rights should you currently be in default.

INTEREST RATE INFORMATION:

CURRENT INDEX RATE	3.2500 %	NEW INDEX RATE.	3.2500 %
MARGIN:	6.2500 %	MARGIN.	6.2500 %
CURRENT INT RATE	9.5000 %	NEW INT RATE:	9.5000 %
CURRENT P & I	\$1,334.53	NEW P & I	\$1,334.53
CURRENT TOTAL PYMT:	\$1,334.53	NEW TOTAL PYMT	\$1,334.53

Your payment is not due to be adjusted at this time. The change in your rate is calculated by adding the margin agreed upon in your note to the new index. The calculated interest rate is then rounded according to the terms of your note to arrive at the new rate shown above.

LOAN ACCOUNT INFORMATION:

INTEREST RATE CHANGE DATE:	6/1/2012
P & I PAYMENT CHANGE DATE:	7/1/2012
PROJECTED UNPAID PRINCIPAL BALANCE	\$150,331.43

Your new interest rate and your new principal and interest payment will continue to be in effect until your next scheduled payment change date.

NEXT INT RATE CHG DATE:	12/1/2012	NEXT P&I CHG DATE:	1/1/2013
-------------------------	-----------	--------------------	----------

If you have any questions regarding this notice, please call Elaine Mitchell, Customer Service Manager or the Special Loans Department at (800) 457-5105 between 8:00 a.m. and 7:00 p.m., (Eastern Time), Monday through Friday.

Sincerely,

Special Loans Department

4425 Ponce de Leon Blvd / 5th Floor / Coral Gables, FL 33146 / Tel. (800) 457-5105

COPY

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

Scott Allan Schledwitz
Roxanne Johnson Schledwitz

Plaintiff(s)

vs.

Taylor, Bean and Whitaker Mortgage
Corporation
John Doe

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

-CP-

2010-11-17-12-6734

(Please Print)

Submitted By: Scott Allan Schledwitz, Pro Se
Address: 5314 Lemon Twist Lane
Windermere, FL 34786

SC Bar #:

Telephone #: 407-347-8641

Fax #:

Other:

E-mail: schledwitz@cfl.rr.com

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint ☒ NON-JURY TRIAL demanded in complaint
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption 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/Label (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) Action for Quiet Title |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Other (799) | Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOJ (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb (610)
☐ Medical (620)
☐ Other (699) | | | |
| ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510) | | | |

Submitting Party Signature:

Date:

(13)

CIRCUIT COURT OF THE STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

	)	ORDER OF REFERENCE
	)	
	)	2010-CP-42-6734
	)	
Scott Allan Schledwitz	)	
Roxanne Johnson Schledwitz	)	
Plaintiffs,	)	
	)	
	)	
v.	)	
	)	
	)	
Taylor, Bean and Whitaker	)	
Mortgage Corporation	)	
John Doe	)	
Defendants	)	

FILED
 CLERK OF COURT
 SPARTANBURG COUNTY
 2010 DEC 28 AM 10:42
 M. HOPE BLANCHLEY

It appearing that pursuant to Rule 53(b) SCRPC the the herein action is an appropriate action to be referred to Gordon G. Cooper Mast In Equity for Spartanburg County with authority to enter a final judgment in the case;

NOW, upon motion by the Plaintiff,

IT IS ORDERED, that this case is referred to Gordon G. Cooper, Master In Equity for Spartanburg County, who, pursuant to Rule 53(b) SCRPC, shall exercise all power and authority with a circuit judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment in this action under Rule 53(b) SCRPC; to order a sale on any day, to hear any issues, including motions, after sale or judgment; issuing any and all Orders and Supplemental Orders, Writs of Assistance, and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-360, et. Seq. of the South Carolina Code. Pursuant to Rule 53(b) SCRPC, any appeal from the final judgment

Masters Cost Paid
 Date 12-28-10
\$ 125.00

entered by the Master In Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

M Hope Blackley / Pat Dotantas
~~Presiding Judge, Spartanburg County~~
Clk of Court

WE SO MOVE:

Scott Allan Schledwitz Dated: December 23, 2010
Plaintiff
Scott Allan Schledwitz, Pro Se
5314 Lemon Twist Lane
Windermere, FL 34786
(407)347-8641
Schledwitz@cfl.rr.com

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2010 DEC 28 AM 10:42
M. HOPE BLACKLEY

CIRCUIT COURT OF THE STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Scott Allan Schledwitz
Roxanne Johnson Schledwitz
Plaintiffs,

) COMPLAINT TO
) QUIET TITLE TO
) REAL PROPERTY

v.

Taylor, Bean and Whitaker
Mortgage Corporation
John Doe
Defendants

)
)
)
)
)
)
)
)
)
)

11-2-01-6734

Plaintiff complains and for causes of action alleges as follows:

Taylor, Bean and Whitaker Mortgage Corporation is, and at all times herein mentioned, a Corporation organized and existing under the laws of the State of South Carolina with principle offices located at 1417 North Magnolia in the City of Ocala, County of Marion, Postal Code 34475, State of Florida.

Plaintiffs are ignorant of the true names and capacities of defendants sued herein as DOEs I through X, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

Plaintiffs are informed and believe and thereon alleges that, at all times herein mentioned, each of the defendants sued herein was the agent and employee of each of the remaining defendants and was at all times acting within the purpose and scope of such agency and employment.

Plaintiff are and at all times herein mentioned the owner and/or entitled to possession of the property located at

423 South Fairview Avenue Extension, Spartanburg, South Carolina

County of Spartanburg Plat Book Number 84-M, Page Number 962

2010 DEC 22 PM 12:10
CLERK OF COURT
COUNTY OF SPARTANBURG

Plaintiffs are informed and believe and thereupon allege that Defendants and each of them, claim an interest in the property adverse to plaintiff herein. However, the claim of said Defendant is without any right whatsoever, and said Defendant has no legal or equitable right, claim, or interest in said property.

Plaintiffs therefore seek a declaration that the title to the subject property is vested in plaintiffs alone and that the defendant herein, and each of them, be declared to have no estate, right, lien, title or interest in the subject property and that said defendant Taylor, Bean and Whitaker Mortgage Corporation, and each of them, be forever enjoined from asserting any estate, right, title or interest in the subject property adverse to plaintiff herein.

WHEREFORE, plaintiffs pray judgment against defendants and each of them, as follows:

For an order compelling said Defendant Taylor, Bean and Whitaker Mortgage Corporation, and Defendant John Doe, and each of them, to transfer legal title and possession of the subject property to Plaintiffs herein;

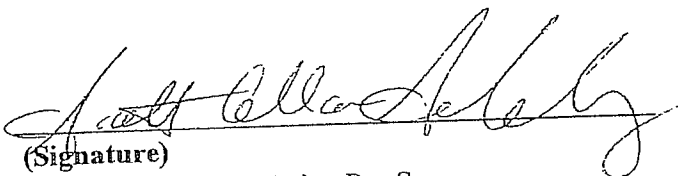
For a declaration and determination that Plaintiffs are the rightful holder of title to the property and that Defendants herein, and each of them, be declared to have no estate, right, title or interest in said property;

For a judgment forever enjoining said defendants, and each of them, from claiming any estate, right, title or interest in the subject property;

For such other and further relief as the court may deem proper.

DATED:

December 17, 2010



(Signature)

Scott Allan Schledwitz, Pro Se
5314 Lemon Twist Lane
Windermere, FL 34786
(407)347-8641
Schledwitz@cfl.rr.com

7/10 DEC 22 PM 12:10

BLOCK MAP REFERENCE NO. 7-13-13-016.00
ADDRESS OF GRANTEE. 423 S. Fairview Avenue Ext
Spartanburg, S.C. 29302

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF SPARTANBURG

KNOW ALL MEN BY THESE PRESENTS, that C. Blease Graham, III, in consideration of Two Hundred Thousand and No/100 Dollars (\$200,000.00), the receipt of which is hereby acknowledged, has (have) granted, bargained, sold, and released, and by these presents, do(es) grant, bargain, sell and release unto Scott A. Schledwitz and Royanne Johnson Schledwitz, their heirs and assigns forever:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 25, containing 0.21 acres, more or less and fronting on S. Fairview Avenue Ext., as shown on survey prepared for Phyllis P. McElhaney, dated October 9, 1991 and recorded in Plat Book 114, Page 364, RMC Office for Spartanburg County, S.C. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to C. Blease Graham, III by deed of Lynn Workman Jackson dated February 15, 2001 and recorded in Deed Book 73-K, Page 518, RMC Office for Spartanburg County, S.C.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining;

TO HAVE AND TO HOLD all and singular the said premises before-mentioned unto the said Grantee(s), and the Grantee's(s') heirs (or successors) and assigns forever. And the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular the said premises unto the Grantee(s) and the Grantee's(s') heirs (or successors) and assigns, against the Grantor(s) and the Grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

WITNESS the Grantor's(s') hand(s) and seal(s) this 23rd day of November 2005.

SIGNED Sealed and Delivered in the Presence of

W. S. Bishop

C. Blease Graham, III by Marcia L. Kirby, POA (SEAL)
C. Blease Graham, III by Marcia L. Kirby, POA
as recorded in Book _____, Page _____.

Jessica M. Messer

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, W. S. Bishop, a Notary Public for the State of South Carolina, do hereby certify that C. Blease Graham, III by Marcia L. Kirby as POA, personally appeared before me and acknowledged the execution of the foregoing deed this 23rd day of November, 2005

SWORN to before me this 23rd day of November, 2005

W. S. Bishop (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-30-07

DEE-2005-62324
Recorded 1 Pages on 11/30/2005 11:20:32 AM
Recording Fee \$10.00 Documentary Stamps \$740.00
Office of Register of Deeds Spartanburg, S.C.
Stephen Ford Register



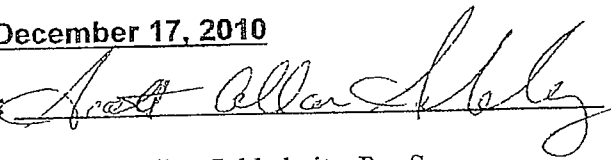
VERIFICATION

I, Scott Allan Schledwitz, am a Plaintiff in the above-entitled action. I have read the foregoing *Quiet Title Action* and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Spartanburg, South Carolina.

DATED: December 17, 2010

SIGNED:



Scott Allan Schledwitz, Pro Se
5314 Lemon Twist Lane
Windermere, FL 34786
(407)347-8641
Schledwitz@cfl.rr.com

FILED
2010 DEC 22 PM 12:10
CLERK OF COURT
SPARTANBURG, SC

STATE OF SOUTH CAROLINA,

COUNTY OF SPARTANBURG

Scott Allan Schledwitz
Roxanne Johnson Schledwitz

Plaintiff,

vs

Taylor, Bean and Whitaker Mortgage
Corporation
John Doe

Defendant.)

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO

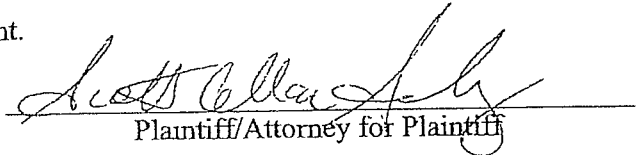
6734

TO THE DEFENDANT 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 this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Spartanburg, South Carolina

Dated December 17, 2010


Plaintiff/Attorney for Plaintiff

Address: Scott Allan Schledwitz
5314 Lemon Twist Lane
Windermere, FL 34786
(407)347-8641
schledwitz@cfl.rr.com

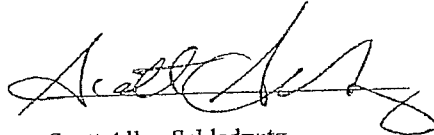
SCCA 401 (5/02)

RECEIVED
CLERK OF COURT
2010 DEC 22 PM 12:10
CLERK OF COURT

6734

CERTIFICATE OF SERVICE

I CERTIFY that a copy of Scott Allan Schledwitz Action for Quiet Title including the attachments has been furnished either by electronic mail, first class mail on December 17, 2010, to Taylor, Bean and Whitaker Mortgage Corp, Debtor, 315 NE 14th Street, Ocala, FL 34470, Bayview Lending Services, 4425 Ponce de Leon Avenue, Coral Gables, FL 33146; and John Doe(s) by publication on December 17, 2010, December 18, 2010 and December 20, 2010.



Scott Allan Schledwitz

5314 Lemon Twist Lane

Windermere, FL 34786

(407)347-8641

schledwitz@cfl rr com

roxanne schledwitz@cfl rr com

2010 DEC 22 PM 12:10
FILED IN CASE NO. 10-10000
CLERK OF DISTRICT COURT
JUDICIAL CIRCUIT IN AND FOR
THE SEVENTH JUDICIAL CIRCUIT
IN FLORIDA
TALLAHASSEE, FLORIDA

Common Pleas
 Clerk : M Hope Blackley
 Spartanburg County
 Spartanburg, SC 29304
 (864) 596-2591

Received From Schledwitz, Scott Allan

Date 12/22/2010
 RECEIPT # 39669
 Clerk nbishop

Paying for	Self		
Transaction Type.	Payment		Reference #
Payment Type	Cash	\$150 00	Comment.
Total Paid		\$150 00	

Total Received	\$150 00
Change Due	\$0 00

<u>Case #</u>	<u>Caption</u>	<u>Previous Balance</u>	<u>Amount Paid</u>	<u>Balance Due</u>	<u>S/T</u>
2010CP4206734	Scott Allan Schledwitz VS Bean Taylor	\$150.00	\$150.00	\$0.00	499

Total Cases: 1	\$150.00	\$150.00	\$0.00
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**CIRCUIT COURT OF THE STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG**

**Scott Allan Schledwitz
Roxanne Johnson Schledwitz
Plaintiffs,**

)
) **2010CP4206734**
) **CIVIL CASE NUMBER**
)
) **ORDER OF PUBLICATION**
)
)
)
)
)
)

v.

**Taylor, Bean and Whitaker
Mortgage Corporation
John Doe
Defendants**

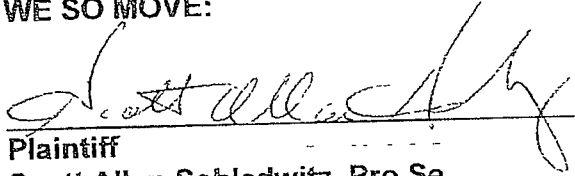
IT APPEARING to my satisfaction from the attached Affidavit of Attorney for the Plaintiff, and the verified Complaint herein, that a cause of action exists in favor of the Plaintiff against the above named Defendants, to Quiet Title of real estate located in the County and State aforesaid; that the said Defendant (s) is/are not a resident of the County of Spartanburg and/or the State of South Carolina, or if so, the present whereabouts of the said Defendants(s) is/are unknown; and that said Defendant (a) is/are a necessary party to the within action.

NOW THEREFORE, on the Motion of Attorney for the Plaintiff, it is hereby ORDERED, the the Summons herein, together with the Notice of Filing thereof in the Office of the Clerk of Court for Spartanburg County, South Carolina, be served upon the Defendant(s) by publication of the same in a newspaper in the County and State aforesaid, which newspaper is most likely to give notice to the said Defendants(s), once a week for three consecutive weeks; and that since the whereabouts of said defendants or their last known address is unknown to Plaintiff, that Plaintiff dispense with the need to mail a copy to the last known address of said Defendants.

**CLERK OF COURT
SPARTANBURG COUNTY**

Presiding Judge, Spartanburg County

WE SO MOVE:

A handwritten signature in black ink, appearing to read "Scott Allan Schledwitz", is written over a horizontal line.

Dated: April 15, 2011

Plaintiff

Scott Allan Schledwitz, Pro Se

5314 Lemon Twist Lane

Windermere, FL 34786

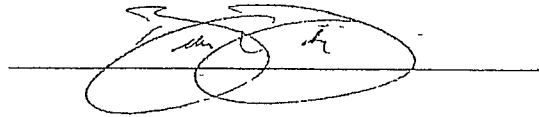
(407)347-8641

Schledwitz@cfl.rr.com

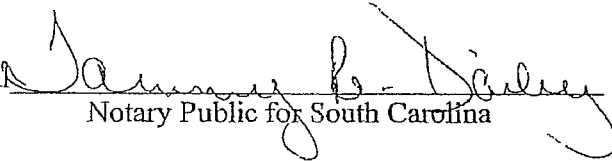
STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Personally appeared before me B. D. Dailey, Jr., who, after being duly sworn, according to law, deposes and says that he is the Editor of The Spartan Weekly News, a newspaper of general circulation published in Spartanburg, State and County aforesaid, and that the attached advertisement was published in The Spartan Weekly News once a week for 3 week(s) in the following issue(s):

March 31, 2011
April 7, 14, 2011

A handwritten signature, likely of the notary public, written over a horizontal line.

Sworn to before me this 14th day of April, 2011

Seal 
Notary Public for South Carolina

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 APR 19 PM 2:39
M. HOPE BLACKLEY

LEGAL NOTICE

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
Case No. 2010-CF-42-06734
Scott Allan Schledwitz,
Roxanne Johnson Schledwitz
Plaintiffs, vs Taylor,
Bean and Whitaker Mortgage
Corporation, John Doe,
Defendants

Complaint to Quiet Title
to Real Property

Plaintiff complains, and
for causes of action
alleges as follows:

1. Defendant Taylor, Bean
and Whitaker Mortgage
Corporation, is, and at all
times herein mentioned
was, organized and exist-
ing under the laws of the
State of Florida, with
principal offices in the
City of Ocala, County of
Marion, State of Florida.

2. Defendant John Does
are, and at all times here-
in mentioned, wife, resi-
dents of the City of Spar-
tanburg, County of Spar-
tanburg in the State of
South Carolina.

3. Plaintiffs Scott Allan
Schledwitz and Roxanne
Johnson Schledwitz are
ignorant of the true names
and capacities of defen-
dants sued herein as DOES I,
through X, inclusive, and
therefore, sues these
defendants by such ficti-
tious names. Plaintiffs
will amend this complaint
to allege their true names
and capacities when ascer-
tained.

4. Plaintiff are informed
and believe and thereon
allege that, at all times
herein mentioned, each of
the defendants sued herein
was the agent and employee
of each of the remaining
defendants and was, at all
times acting within the
purpose and scope of such
agency and employment.

5. Plaintiff are, and at
all times herein mentioned,
the owner and/or entitled
to possession of the prop-
erty located at 423 South
Fairview Ave. Extension,
Spartanburg, South Caro-
lina 29302.

6. Plaintiff are informed
and believe and thereupon
allege that, and each of
them, claim an interest in
the property adverse to
plaintiff herein. However,
the claim of said Defen-
dants are without any right
whatsoever, and said
Defendants have not legal
or equitable right, claim,

or interest in said prop-
erty.

7. Plaintiffs, therefore
seek a declaration that the
title to the subject prop-
erty is vested in plain-
tiffs alone and that the
defendants herein, and
each of them, be declared
to have no estate, right,
title or interest in the
subject property and that
said defendants, and each
of them, be forever
enjoined from asserting
any estate, right, title or
interest in the subject
property adverse to plain-
tiff herein.

WHEREFORE, plaintiffs
pray, judgment, against
defendants and each of
them, as follows:

1. For an order compelling
said defendants, and each
of them, to transfer legal
title and possession of the
subject property to Plain-
tiffs herein.

2. For a declaration and
determination that plain-
tiffs are the rightful
holder of title to the
property and that Defen-
dants herein, and each of
them, be declared to have
no estate, right, title or
interest in said property.

3. For a judgment forever
enjoining said defendants,
and each of them, from
claiming any estate,
right, title or interest in
the subject property.

4. For costs of suit here-
in incurred.

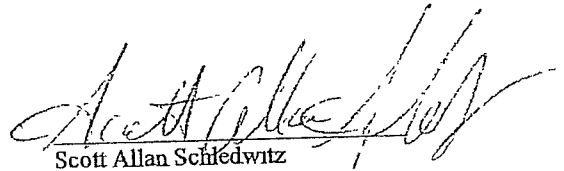
5. For such other and fur-
ther relief as the court
may deem proper.

DATED: March 24, 2011
Scott Allan Schledwitz, Pro Se
5314 Lemor Twist Lane
Windermere, FL 34786
schledwitz@cfl.rr.com
3-31, 4-7, 11

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 APR 19 PM 2:39
M. HOPE BLACKLEY

CERTIFICATE OF SERVICE

I CERTIFY that a copy of Scott Allan Schledwitz Motion for Relief from Stay including the attachments has been furnished either by electronic or first class mail on March 28, 2011, to Taylor, Bean and Whitaker Mortgage Corp, Debtor, 315 N E 14th Street, Ocala, FL 34470 and 4901 Vineland Road, Ste 120 Orlando, FL 32811



Scott Allan Schledwitz
5314 Lemon Twist Lane
Windermere, FL 34786
(407)347-8641
schledwitz@cfl rr.com
roxanne.schledwitz@cfl rr.com

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 APR 19 PM 2:39
M. HOPE BLACKLEY

COPY

CIVIL CASE NUMBER
2010CP4206734

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)
)
SCOTT ALLAN SCHLEDWITZ)
ROXANNE JOHNSON SCHLEDWITZ)
PLAINTIFF(S))
)
VS)
)
TAYLOR, BEAN AND WHITKER)
MORTGAGE CORPORATION)
JOHN DOE)
DEFENDANT(S))

FINAL ORDER FOR SUIT
TO QUIET TITLE

THIS MATTER came before me on the day of pursuant to Sections 15-13-10, et seq., of the South Carolina Code of laws, 1976, for the purpose of quieting title to a parcel of land located in Spartanburg County. The real property which is the subject of this lawsuit is more fully described as follow: The following pleadings were filed in this office of the Clerk of Court:

- 1 Summons and Compliant
- 2 Lis Pendens
- 3 Notice Nisi
4. Affidavit of Publication
5. Petition for Default and Order of Default and Reference with authority of the Master to issue a final Decree;

ALL of the Defendants in the above captioned matter were served by first class mail or publication for three consecutive weeks. The record further contains no responsive pleadings.

Upon hearing this matter, the Court finds the following salient facts:

1. The property above-described is a part of acres tract of land that was conveyed on and recorded in Book 3565 at Page 239 and Page 255 in the R.M.C. Office for Spartanburg County.
 2. The Plaintiff herein is the owner of the subject tract in land and holds the said title in fee simple and all others should be barred of all right, title, estate, interest in or lien upon the said property. There are no outstanding liens or encumbrances on this property.
- Therefore, based upon the above findings of fact, it is hereby ORDERED that the subject tract of land identified hereinabove is owned in fee simple by the Plaintiff.

And it is further ORDERED that the Master in Equity shall issue a confirmatory deed to the Plaintiff for the subject property.
AND IT IS SO ORDERED!

THE HONORABLE GORDON G. COOPER
MASTER-IN-EQUITY FOR SPARTANBURG COUNTY

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2011 APR 19 PM 4:08
M. HOPE BLACKLEY

28



Spartanburg County Seventh Judicial Circuit Public Index



[Spartanburg County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC GOV Home Page](#)

[Switch View](#)

Bayview Loan Servicing Llc VS Scott A Schledwitz , defendant, et al

Case Number:	2012CP4200899	Court Agency:	Common Pleas	Filed Date:	02/24/2012
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Referred To Master	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
South Carolina Department Of Revenue	Service/Certificate Of Service	Filing		01/22/2014-09:47		
United States Of America, By & Thru Agency Internal Revenue Svs	Service/Certificate Of Service	Filing		01/22/2014-09:47		
Mortgage Electronic Registration Systems Inc, As Nomiee Taylor Bean & Whitaker	Service/Certificate Of Service	Filing		01/22/2014-09:47		
Schledwitz, Roxanne J Aka	Service/Certificate Of Service	Filing		01/22/2014-09:47		
Schledwitz, Scott A	Service/Certificate Of Service	Filing		01/22/2014-09:47		
Bayview Loan Servicing Llc	Waiver/Waiver of Deficiency	Filing		01/22/2014-09:41		
Schledwitz, Scott A	Notice/Notice of Appeal	Filing		12/31/2013-16:08		
South Carolina Department Of Revenue	Service/Certificate Of Service	Filing		12/20/2013-12:33		
Taylor Bean & Whitaker Mortgage Corp	Service/Certificate Of Service	Filing		12/20/2013-12:33		
Schledwitz, Scott A	Service/Certificate Of Service	Filing		12/20/2013-12:33		
Schledwitz, Roxanne J Aka	Service/Certificate Of Service	Filing		12/20/2013-12:33		

Internal Revenue Service	Service/Certificate Of Service	Filing		12/20/2013-12:33		
Schledwitz, Roxanne Johnson	Service/Certificate Of Service	Filing		12/20/2013-12:33		
United States Of America, By & Thru Agency Internal Revenue Svs	Service/Certificate Of Service	Filing		12/20/2013-12:33		
Mortgage Electronic Registration Systems Inc, As Nomiee Taylor Bean & Whitaker	Service/Certificate Of Service	Filing		12/20/2013-12:33		
Schledwitz, Scott A	Service/Certificate Of Service	Filing		12/12/2013-10:13		
Schledwitz, Scott A	Motion Cancel/Postpone Sale, Set Aside Judgmt & Req for	Filing		12/12/2013-10:10		
Bayview Loan Servicing Llc	Filing of Exhibits	Filing		12/03/2013-11:40		
Bayview Loan Servicing Llc	Affidavit/Attorney Fees	Filing		12/03/2013-11:40		
Bayview Loan Servicing Llc	Statement of Costs	Filing		12/03/2013-11:39		
Bayview Loan Servicing Llc	Notice/Foreclosure Sale	Filing		12/03/2013-11:39		
Bayview Loan Servicing Llc	Master/Order Of Foreclosure & Sale	Order		12/03/2013-11:39		
Bayview Loan Servicing Llc	Order/Form 4/Property to be Sold at Public Sale	Order		12/03/2013-11:39		
Bayview Loan Servicing Llc	Transcript/Transcript of Testimony	Filing		11/20/2013-09:57		
Bayview Loan Servicing Llc	Service/Certificate Of Service	Filing		11/18/2013-14:58		
Schledwitz, Scott A	Request/Request for Continuance	Filing		11/18/2013-14:57		
Schledwitz, Roxanne J Aka	Request/Request for Continuance	Filing		11/18/2013-14:57		
Schledwitz, Scott A	Service/Certificate Of Mailing	Filing		11/08/2013-16:14		
United States Of America, By & Thru Agency Internal Revenue Svs	Service/Certificate Of Mailing	Filing		11/08/2013-16:14		
Schledwitz, Roxanne J Aka	Service/Certificate Of Mailing	Filing		11/08/2013-16:14		
Mortgage Electronic Registration Systems Inc, As Nomiee Taylor Bean & Whitaker	Service/Certificate Of Mailing	Filing		11/08/2013-16:14		
South Carolina Department Of Revenue	Service/Certificate Of Mailing	Filing		11/08/2013-16:14		
Schledwitz,	Service/Certificate Of	Filing		11/08/2013-		

Roxanne Johnson	Mailing			16:14		
Internal Revenue Service	Service/Certificate Of Mailing	Filing		11/08/2013-16:14		
Bayview Loan Servicing Llc	Notice/Notice of Hearing	Filing		11/08/2013-16:14		
Schledwitz, Scott A	Verification	Filing		11/08/2013-15:20		
Schledwitz, Scott A	Objection to Foreclosure of Real Estate Mortgage	Filing		11/08/2013-15:20		
Schledwitz, Roxanne Johnson	Objection to Foreclosure of Real Estate Mortgage	Filing		11/08/2013-15:20		
Bayview Loan Servicing Llc	Affidavit/Non Military Service	Filing		10/14/2013-11:42		
Bayview Loan Servicing Llc	Notice/Notice of Default	Filing		10/14/2013-11:41		
Bayview Loan Servicing Llc	Order/Referred to Master	Order		10/14/2013-11:41		
Bayview Loan Servicing Llc	Order/Order Filing Fee	Filing		10/14/2013-11:41		
Carey, Heidi B.	Roster/Notice of Case Roster Publication Sent	Action		09/11/2013-15:07		
Kimpson, Milton Gary	Roster/Notice of Case Roster Publication Sent	Action		09/11/2013-15:07		
Conits, George John	Roster/Notice of Case Roster Publication Sent	Action		09/11/2013-15:07		
Conits, George John	Roster/Notice of Case Roster Publication Sent	Action		09/11/2013-14:54		
Kimpson, Milton Gary	Roster/Notice of Case Roster Publication Sent	Action		09/11/2013-14:54		
Carey, Heidi B.	Roster/Notice of Case Roster Publication Sent	Action		09/11/2013-14:54		
Bayview Loan Servicing Llc	Letter/Letter	Filing		07/17/2013-13:37		
Bayview Loan Servicing Llc	Affidavit - Non jury	Filing		07/17/2013-13:37		
Bayview Loan Servicing Llc	Service/Certificate Of Service	Filing		07/17/2013-13:36		
Bayview Loan Servicing Llc	Motion/Summary Judgment	Motion		07/17/2013-13:35	10/14/2013-13:35	
Bayview Loan Servicing Llc	Service/Certificate Of Service	Filing		04/09/2012-00:00		
Bayview Loan Servicing Llc	Answer/Answer	Filing		04/09/2012-00:00		
Bayview Loan Servicing Llc	Service/Certificate Of Service	Filing		03/22/2012-08:00		
Schledwitz, Scott A	Objection to Foreclosure of Real Estate Mortgage	Filing		03/22/2012-07:59		
South Carolina Department Of Revenue	Request for Notice of Surplus Funds	Filing		03/08/2012-15:47		
South Carolina Department Of Revenue	Consent to Reference	Filing		03/08/2012-15:47		

South Carolina Department Of Revenue	Answer/Answer	Filing		03/08/2012-15:47		
Bayview Loan Servicing Llc	Service/Certificate Of Service	Filing		03/08/2012-15:47		
Schledwitz, Scott A	Service/Affidavit Of Service	Filing		03/08/2012-00:00		
Schledwitz, Roxanne J Aka	Service/Affidavit Of Service	Filing		03/08/2012-00:00		
Schledwitz, Roxanne Johnson	Service/Affidavit Of Service	Filing		03/08/2012-00:00		
Bayview Loan Servicing Llc	Verification/Verified	Filing		03/08/2012-10:25		
Bayview Loan Servicing Llc	Certification Of Exemption From Admin Order	Filing		03/02/2012-00:00		
Schledwitz, Scott A	Certificate/Certificate Of Mailing	Filing		03/02/2012-00:00		
Schledwitz, Roxanne J Aka	Certificate/Certificate Of Mailing	Filing		03/02/2012-00:00		
Schledwitz, Roxanne Johnson	Certificate/Certificate Of Mailing	Filing		03/02/2012-00:00		
Mortgage Electronic Registration Systems Inc, As Nomiee Taylor Bean & Whitaker	Certificate/Certificate Of Mailing	Filing		03/02/2012-00:00		
United States Of America, By & Thru Agency Internal Revenue Svs	Certificate/Certificate Of Mailing	Filing		03/02/2012-00:00		
South Carolina Department Of Revenue	Certificate/Certificate Of Mailing	Filing		03/02/2012-00:00		
Mortgage Electronic Registration Systems Inc, As Nomiee Taylor Bean & Whitaker	Service/Affidavit Of Service	Filing		03/01/2012-00:00		
United States Of America, By & Thru Agency Internal Revenue Svs	Service/Affidavit Of Service As To Attorney General	Filing		02/28/2012-00:00		
South Carolina Department Of Revenue	Service/Affidavit Of Service	Filing		02/28/2012-00:00		
South Carolina Department Of Revenue	Service/Affidavit Of Service As To Attorney General	Filing		02/28/2012-00:00		
Schledwitz, Scott A	Service/Affidavit of Non Service	Filing		02/27/2012-00:00		
Schledwitz, Roxanne J Aka	Service/Affidavit of Non Service	Filing		02/27/2012-00:00		
Schledwitz, Roxanne Johnson	Service/Affidavit of Non Service	Filing		02/27/2012-00:00		
Bayview Loan	Lis Pendens Filed	Filing	104	02/24/2012-		

Servicing Llc				00:00		
Bayview Loan Servicing Llc	Filing/Image of Summons & Complaint	Filing		02/24/2012-00:00		
Bayview Loan Servicing Llc	Filing/Image of Exhibits A thru C	Filing		02/24/2012-00:00		
Bayview Loan Servicing Llc	Summons & Complaint	Filing		02/24/2012-14:01		
Bayview Loan Servicing Llc	Prop Des 7 13 13 016 00/423 S Fairview Ave Exten Spartanburg	Filing		02/24/2012-13:56		
Bayview Loan Servicing Llc	ADR/Alternative Dispute Resolution (Workflow)	Filing				

CERTIFICATE OF COUNSEL IN FINAL BRIEF

RECEIVED

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

MAR 09 2015

SC Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
MASTERS AND SPECIAL REFEREES

Gordon G. Cooper, MASTER-IN-EQUITY

Case No. 2012-CP-42-0899

Bayview Loan Servicing,
L L C

Respondent.

v

Scott A Schledwitz, Roxanne J Schledwitz a/k/a
Roxanne Johnson Schledwitz, Mortgage Electronic
Registration Systems, Inc (MERS) as nominee for
Taylor, Bean & Whitaker Mortgage Corp , The United
States of America, by and through its agency, the Internal
Revenue Service, and The South Carolina Department of
Revenue, Defendants,

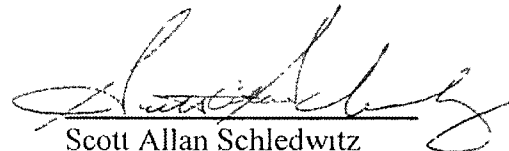
Appellant.

Of whom Scott A Schledwitz and Roxanne Johnson
Schledwitz are the Appellants

CERTIFICATE OF COUNSEL

The undersigned certified that this Final Brief complies with Rule 211(b), SCACR

March 3, 2015



Scott Allan Schledwitz
13118 Sunkiss Loop
Windermere, FL 34786
(407)276-4522
Pro Se Attorney for Appellant

FORM 7
PROOF OF SERVICE OF A RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
MASTERS AND SPECIAL REFEREES

Gordon G. Cooper, MASTER-IN-EQUITY

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v.

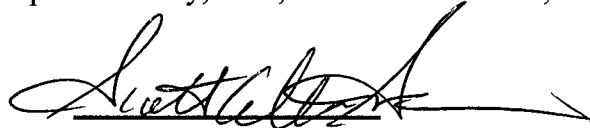
Scott Allan Schledwitz;
Roxanne Johnson Schledwitz

Appellant.

PROOF OF SERVICE

I certify that I have served the Record on Appeal on Bayview Loan Servicing, L.L.C. by depositing a copy of it by Federal Express, postage prepaid, on March 5, 2015, addressed to his attorney of record, Heidi Carey, Riley, Pope and Laney, LLC, 2838 Devine Street, Columbia, SC 29205.

March 5, 2015



Scott Allan Schledwitz
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Appellant Pro Se

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