

EXHIBIT 1

Delores Prescott's Hardship letter to Wells Fargo Bank in March 18, 2009

RECEIVED

JUN 18 2015

SC Court of Appeals

2nd Request

Letter of Hardship

Kim Dehining, Counseling Services
Wells Farm Home Mortgage
VIA FACSIMILE
(866) 359-5154

March 18, 2009

RE: Delores Prescott
Loan Number: 0613248830
Property Address: 6365 Saxton Road, Rembert, SC 29128
Mailing Address: P O Box 419, Rembert, SC 29128

To Whom It May Concern:

I have been advised by a NACA representative to reapply for assistance.

I am currently unemployed. I lost my job October 7, 2008. I am currently receiving unemployment benefits. My mortgage payments are current, however, I have been paying past the due date.

I am seeking a reduction in my current interest rate of 6.5% or six months forbearance until I find adequate employment. I am able to pay \$326 per month, which is one week of unemployment compensation.

I had previously tried to work the above arrangement out with Wells Fargo Home Mortgage in December of 2008. January 11, 2009 I received correspondence from *Borrower Counseling Services at Wells Fargo stating they received my information and was in the process of reviewing my request, and I would be advised of a status within thirty (30) days.

February 2009, I was told (by telephone) that there was nothing they could do because my mortgage was current. I was told that if my mortgage fell behind they would be able to help me and to reapply after March 4, 2009. I do not want my mortgage to fall behind.

In addition, I made my final payment to Chapter 13 Trustee on March 13, 2009. I am waiting for the letter of discharge. I am told that it will take approximately 60-90 to receive (**see attached correspondence).

Attached please find the documents required to determine the best alternative for my current financial situation:

- Letter of Authorization from Moss and Associates
- *Letter from Wells Fargo
- Monthly Mortgage Statement
- Current Expenditures
- Weekly Unemployment Compensation
- Food Stamp Approval letter
- **Letter from Chapter 13 Trustee

I may be reached at (803) 420-6253 to discuss the above mentioned.

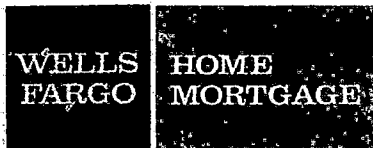
I look forward to hearing from you soon.

Sincerely,

Delores Prescott
Delores Prescott

EXHIBIT 2

Wells Fargo Bank June 6, 2009 Special Forbearance Agreement



Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

June 06, 2009

Client 936

Loan Number 0613248830

Due Date: 06-01-09

Delores Prescott
PO Box 419
Rembert SC 29128

Thank you for contacting us regarding your temporary financial hardship on the above mentioned loan. We are concerned when our customers are experiencing a financial hardship which is beyond their control and are here to assist you through this difficult period.

1. As discussed we have granted you the payment arrangement listed below.

PLAN	DATE	AMT	PLAN	DATE	AMT
01	06/30/09	200.00	02	07/20/09	200.00
03	08/20/09	200.00	04	09/20/09	200.00
05	10/20/09	200.00	06	11/20/09	2,855.00

2. This is a period for you to determine how you can resolve or improve your financial situation. This plan is not a waiver of the accrued or future payments or late charges that become due.

3. During this period, we are requesting that you contact our office monthly or if changes occur to your financial situation, contact us immediately. If you are unable to make a payment on the plan by the date indicated above, further collection activity may result, including foreclosure.

4. On 11.20.09, all past due payments and accrued charges are due. If you are unable to make the final payment listed above, you must have established acceptable arrangements with our office for bringing your loan current.

5. Please sign and date the enclosed agreement and return to the following address or you may fax to (866) 359-7363. Payments during the plan should be sent to the following address:

Wells Fargo Home Mortgage
3476 Stateview Blvd., MAC X7801-03K
Fort Mill SC 29715

If we can be of further assistance, please call us at (800) 284-4322, Monday through Thursday, 8 AM to 11 PM; Friday, 8 AM to 9:30 PM; or Saturday, 9 AM to 1 PM, Eastern Time.

We are required by the Fair Debt Collection Practices Act to inform you if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our rights against the property and are not attempting any act to collect the discharge debt from you personally.

LM190/RER

WELLS
FARGO

HOME
MORTGAGE

Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

Page 2 - 936 0613248830

SPECIAL FORBEARANCE AGREEMENT - TERMS AND CONDITIONS

1. The indebtedness of the referenced loan is in default and in consideration of extending forbearance for a period of time, it is necessary that you indicate your understanding and acceptance of the terms of the forbearance agreement by immediately signing and returning this agreement. Failure to sign and return this agreement with your first installment will render it null and void.
2. Payments must be made strictly in accordance with the enclosed payment schedule and forbearance agreement conditions. This plan is an agreement to temporarily accept reduced payments or maintain regular monthly payments during the plan specified below. Upon completion of this plan, the loan must be brought current or an arrangement to satisfy the arrearage must be executed.
3. The lender is under no obligation to enter into any further agreement, and this forbearance shall not constitute a waiver of the lender's right to insist upon strict performance in the future.
4. All of the provisions of the note and security instrument, except as herein provided, shall remain in full force and effect. Any breach of any provision of this agreement or non-compliance with this agreement, shall render the forbearance null and void, and at the option of the lender without further notice to you may terminate this agreement. The lender, at its option, may institute foreclosure proceedings according to the terms of the note and security instrument without regard to this agreement. In the event of foreclosure, you may incur additional expenses of attorney's fees and foreclosure costs.
5. The due date of your loan will continue to be reported to the credit bureaus on a monthly basis. While this forbearance plan is in effect, there will be a special notation: "Paying under a partial payment agreement."
6. There is no "grace period" allowance in this agreement. All payments must be received on or before the agreed due date. If any payment is not received on or before the due date, the agreement will be void and the total delinquency, including fees, will be due immediately.
7. The total amount indicated on each payment of the payment schedule must be remitted. In the event the total amount due of each payment is not received, the Special Forbearance agreement will be rendered null and void.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages, at no cost to me, and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone.

Delores Prescott 6/9/09
Mortgagor Date

Co-mortgagor Date

Wells Fargo Bank, N A
LM190/RER

_____, Officer

Date

Wells Fargo Home Mortgage
is a division of Wells Fargo Bank, N.A.

2nd Request

Letter of Hardship

Kim Dehning, Counseling Services
Wells Farm Home Mortgage
VIA FACSIMILE
(866) 359-5154

March 18, 2009

RE: Delores Prescott
Loan Number: 0613248830
Property Address: 6365 Saxton Road, Rembert, SC 29128
Mailing Address: P O Box 419, Rembert, SC 29128

To Whom It May Concern:

I have been advised by a NACA representative to reapply for assistance.

I am currently unemployed. I lost my job October 7, 2008. I am currently receiving unemployment benefits. My mortgage payments are current, however, I have been paying past the due date.

I am seeking a reduction in my current interest rate of 6.5% or six months forbearance until I find adequate employment. I am able to pay \$326 per month, which is one week of unemployment compensation.

I had previously tried to work the above arrangement out with Wells Fargo Home Mortgage in December of 2008. January 11, 2009 I received correspondence from *Borrower Counseling Services at Wells Fargo stating they received my information and was in the process of reviewing my request, and I would be advised of a status within thirty (30) days.

February 2009, I was told (by telephone) that there was nothing they could do because my mortgage was current. I was told that if my mortgage fell behind they would be able to help me and to reapply after March 4, 2009. I do not want my mortgage to fall behind.

In addition, I made my final payment to Chapter 13 Trustee on March 13, 2009. I am waiting for the letter of discharge. I am told that it will take approximately 60-90 to receive (**see attached correspondence).

Attached please find the documents required to determine the best alternative for my current financial situation:

- > Letter of Authorization from Moss and Associates
- > *Letter from Wells Fargo
- > Monthly Mortgage Statement
- > Current Expenditures
- > Weekly Unemployment Compensation
- > Food Stamp Approval letter
- > **Letter from Chapter 13 Trustee

I may be reached at (803) 420-6253 to discuss the above mentioned.

I look forward to hearing from you soon.

Sincerely,

Delores Prescott

Delores Prescott

EXHIBIT 3

Wells Fargo Bank April 12, 2010 Trial Payment Agreement



Return Mail Operations
P.O. Box 10368
Des Moines, IA 50306-0368

April 12, 2010

007195 1 MB 0.382 7195/007195/017053 031 03 AC03K1 LM004 936

Delores Prescott
PO Box 419
Rembert SC 29128-0419



Loan Number 936-0613248830

Due Date: 12-01-09

We have good news about the above referenced loan. Our goal is simple. We want to ensure that you have every opportunity to retain your home. Based on our telephone conversation and the financial information you provided, we would like to offer you a Special Forbearance Agreement ("Agreement").

Currently, your loan is due for 5 installments, from December 01, 2009 through April 01, 2010. As agreed, you have promised to pay the amounts stated within the Agreement, the terms and conditions of which are outlined on page two. The Agreement must be signed and returned with the first installment. This is not a waiver of the accrued or future payments that become due, but a trial period showing you can make regular monthly payments. Please note that investor approval is still pending.

Upon successful completion of the Agreement, your loan will not be contractually current. Since the installments may be less than the total amount due, you may still have outstanding payments and fees. Any outstanding payments and fees will be reviewed for a loan modification. If approved for a loan modification, based on investor guidelines, this will satisfy the remaining past due payments on your loan and we will send you a loan modification agreement. An additional contribution may be required.

Any installments received will be applied to the delinquent payments on the loan. During this Agreement, installments are to be mailed to:

Wells Fargo Home Mortgage
3476 Stateview Blvd., MAC X7801-03K
Fort Mill SC 29715

If your loan is in foreclosure, we will instruct our foreclosure counsel to suspend foreclosure proceedings once the initial installment has been received, and to continue to suspend the action as long as you keep to the terms of the Agreement. Upon full reinstatement, we will instruct our foreclosure counsel to dismiss foreclosure proceedings and report to the credit bureaus accordingly.

During this period, we are requesting that you maintain contact with our office in order to establish acceptable arrangements for bringing your loan current. If you need additional assistance, please call us at (800) 416-1472, Monday through Thursday, 8 AM to 11 PM; Friday, 8 AM to 9:30 PM; or Saturday, 9 AM to 1 PM, Eastern Time.

Sincerely,
Borrower Counseling Services

LM004 025 CJF

SPECIAL FORBEARANCE AGREEMENT - TERMS AND CONDITIONS

1. Currently, your loan is due for 5 installments, from December 01, 2009 through April 01, 2010. The indebtedness of the referenced loan is in default and in consideration of extending forbearance for a period of time, it is necessary that you indicate your understanding and acceptance of the terms of the forbearance agreement by immediately signing and returning this agreement.
2. This Agreement temporarily accepts reduced installments or maintains regular monthly payments as outlined in section 5 below. Upon successful completion of the Agreement, your loan will not be contractually current. Since the installments may be less than the total amount due you may still have outstanding payments and fees. Any outstanding payments and fees will be reviewed for a loan modification. If approved for a loan modification, based on investor guidelines, this will satisfy the remaining past due payments on your loan and we will send you a loan modification agreement. An additional contribution may be required.
3. The lender is under no obligation to enter into any further agreement, and this Agreement shall not constitute a waiver of the lender's right to insist upon strict performance in the future.
4. All of the provisions of the Note and Security Instrument, except as herein provided, shall remain in full force and effect. Any breach of any provision of this Agreement or non-compliance with this Agreement, shall render the Agreement null and void. The lender, in its sole discretion and without further notice to you, may terminate this Agreement. If the Agreement is terminated, the lender may institute foreclosure proceedings according to the terms of the Note and Security Instrument. In the event of foreclosure, you may incur additional expenses of attorney's fees and foreclosure costs.
5. Each payment must be remitted according to the schedule below.

PLAN	DATE	AMT	PLAN	DATE	AMT
01	05/12/10	563.05	02	06/12/10	563.05
03	07/12/10	563.05			
6. There is no "grace period" allowance in this Agreement. All installments must be received on or before the agreed due date and made strictly in accordance with section 5 above. If any installment is not received on or before the respective due date, the Agreement will be void and the total delinquency, including fees, will be due immediately.
7. The total amount indicated on each installment must be remitted. In the event the total amount due of each payment is not received, the Agreement will be rendered null and void.

By signing this Agreement, I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages, at no cost to me, and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone.

Delores Purcell 5/5/10
Mortgagor _____ Date _____
Loan Number 936/0613248830

Co-mortgagor _____ Date _____

EXHIBIT 4

Delores Prescott's June 2010 trial payment to Wells Fargo Bank



CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT
FOR IMPORTANT CLAIM
INFORMATION

NOT
NEGOTIABLE

Pay to

Address

Wells Fargo Home Mortgage

3476 Stateview Blvd

MAC X7801-03K Fort Mill SC 29715

KEEP THIS
RECEIPT FOR
YOUR RECORDS

Serial Number	Year, Month, Day	Post Office	Amount	Clerk
17848096863	2010-06-05	089041	\$563.05	0017



POSTAL MONEY ORDER

Serial Number	Year, Month, Day	Post Office	U.S. Dollars and Cents
17848096863	2010-06-05	089041	\$563.05

Amount FIVE HUNDRED SIXTY THREE DOLLARS & 05 CENTS

Pay to

Address

Wells Fargo Home Mortgage

3476 Stateview Blvd

MAC X7801-03K

Fort Mill SC 29715

From

Address

Delores Prescott

Rembert SC 29128

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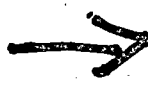
SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

EXHIBIT 5

Wells Fargo Bank August 5, 2010 Mortgage Statement



Return Mail Operations
PO Box 14411
Des Moines, IA 50306-3411



Monthly Mortgage Statement

Statement Date 08/05/10
Loan Number 0613248830

For Informational Purposes



1MB 2499/002499/002499 009 01 ACNK14 936

DELORES PRESCOTT

REMBERT SC 29128-0419

Customer Service

Online
wellsfargo.com/ym

Fax
(704) 329-3393

Telephone
(800) 274-7025

Correspondence
PO Box 10335
Des Moines IA 50306

Hours of Operation
Mon - Fri, 8 AM - 5 PM CT

Payments
PO Box 660278
Dallas, TX 75266

TTY Deaf/Hard of Hearing
(800) 934-9998

Summary

Payment (Principal and/or Interest, Escrow)	\$644.69
Optional Product(s)	\$0.00
Current Monthly Payment 09/01/10	\$644.69
Overdue Payments 02/01/10 - 08/01/10	\$4,496.73
Unpaid Late Charge(s)	\$0.00
Other Charges	\$0.00
TOTAL PAYMENT 09/01/10	\$5,141.42

Property Address

6365 SAXTON RD
REMBERT SC 29128

Unpaid Principal Balance \$74,158.41
(Contact Customer Service for your payoff balance)

Interest Rate 6.500%
Interest Paid Year-to-Date \$2,828.58
Taxes Paid Year-to-Date \$0.00
Escrow Balance \$483.15-

Important Messages

DISASTER PREPARATION

Our disaster assistance line is here to help if you are ever affected by a disaster such as a fire, flood, or storm. If needed, a dedicated disaster representative is available at (888) 818-9147.

Activity Since Your Last Statement

Date	Description	Total	Principal	Interest	Escrow	Late Charge	Other
08/05	PAYMENT		\$110.98	\$402.90	\$128.51		\$1,284.78-
06/10	PAYMENT	\$563.05				Unapplied	\$563.05

This statement is for informational purposes only and is being provided as a courtesy should you voluntarily decide to make your loan payments. This statement should not be construed as an attempt to collect a debt or a demand for payment contrary to any protections you may have received pursuant to your bankruptcy case.

If you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our rights as against the property and we are not attempting any act to collect the discharged debt from you personally.

If your Plan requires you to make regular post-petition mortgage payments directly to the Bankruptcy Trustee, and you chose to maintain your mortgage payment, any payment should be remitted to the Trustee or otherwise in accordance with the Plan you filed with the Bankruptcy court.

002499/002499 ACNK14 2499 ETM1C001 12



Loan Number
Total Payment

0613248830
\$5,141.42

Monthly Payment A \$
x pmt amt

Additional Principal B \$

Late Charges C \$

Other Charges D \$

Additional Escrow E \$

Please specify additional funds. Any additional funds not specified will be applied first to any outstanding charges.

Total Amount Enclosed F \$
(Please do not send cash)

Check here and see reverse for address correction.

DELORES PRESCOTT

2499/002499/002499 009 01 ACNK14 936



WELLS FARGO HOME MORTGAGE
PO BOX 660278
DALLAS, TX 75266-0278



936 0613248830 1 10000064469006652505141420514142 000000005102906239 7

EXHIBIT 6

Wells Fargo Bank April 4, 2014 Memorandum
in Opposition of Motion to Dismiss

STATE OF SOUTH CAROLINA)

COUNTY OF SUMTER)

Wells Fargo Bank, N.A.,)

Plaintiff,)

vs.)

Delores Prescott and Wells Fargo
Financial Bank (SD),)

Defendants.)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Case Number: 2010-CP-43-0823

WELLS FARGO BANK'S MEMORANDUM
IN OPPOSITION TO MOTION TO DISMISS

Defendant Prescott asks the Court to dismiss this foreclosure case—and essentially excuse her repeated failure to pay her mortgage—based on an argument that only a party that actually owns a note and mortgage has standing to enforce the security interest. Her motion should be denied for several reasons:

- (1) Defendant's motion is untimely under Rule 12(b), SCRCF, as she filed an answer to the Complaint over three years before filing the instant motion.
- (2) Defendant should be estopped from denying the enforceability of Wells Fargo's security interest because she previously represented numerous times to the Bankruptcy Court that Wells Fargo's interest in the subject property was secured by a mortgage and was fully enforceable.
- (3) The South Carolina Court of Appeals recently rejected Defendant's exact argument regarding a party's standing to enforce a mortgage.

Each basis for denying Defendant's motion is discussed below in turn.

BACKGROUND

This case is a foreclosure action to collect on an unpaid note and mortgage. As alleged in the Complaint, on June 24, 2003, Defendant entered into a promissory note for \$81,300 with Watermark Financial Partners, its successors, and assigns. (Compl. ¶ 4.) To secure payment on

that note, Defendant also executed a real estate mortgage covering her residence in Sumter County. (Id. ¶ 5.) The mortgage identifies Mortgage Electronic Registration Systems, Inc. ("MERS") as the nominee for Watermark, its successors, and assigns.¹ (Id.) After the note and mortgage were executed, Wells Fargo acquired the servicing rights to the loan, and Defendant began making payments to Wells Fargo in 2007. Defendant acknowledged in her Answer that Wells Fargo is the servicer of the subject loan. (Ans. ¶¶ 7-12, at 6-8.)

Defendant ultimately defaulted on her obligation under the loan agreement. (Compl. ¶ 14; Ans. ¶ 12 at page 8.) On April 16, 2010, Wells Fargo instituted this foreclosure action. Defendant filed an answer one month later, and then filed two Chapter 13 bankruptcy petitions in federal court. Defendant was represented by counsel in each of the bankruptcy actions.

In her bankruptcy filings, Defendant listed Wells Fargo as a secured creditor, acknowledged she was in arrears on her loan, and indicated she would make payments on her loan pursuant to a proposed Chapter 13 plan. Ex. A, Summary of Schedules, at 11 (Dkt. No. 8 in In re Prescott, Case No. 10-05552-dd (Bankr. D.S.C.) (filed Aug. 15, 2010); Ex. B, Summary of Schedules, at 17 (Dkt. No. 1 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed Mar. 28, 2011)).² Wells Fargo successfully lifted the automatic stay that attaches to bankruptcy proceedings, reactivating this case.

¹ Defendant alleges in her memorandum in support of her Motion that Watermark was not a licensed mortgage broker in the state of South Carolina at the time Prescott and Watermark entered into this transaction in 2003. Prescott Memo. In Support, p. 5. However, Defendant fails to point out that South Carolina did not require licensure of mortgage brokers until January 1, 2010. See 2009 South Carolina Laws Act 67 (S.B. 673) (titled the "South Carolina Mortgage Lending Act"), as codified, S.C. Code Ann. § 40-58-30.

² Because these materials, as well as the others attached to this brief, are part of the Bankruptcy Court's records regarding Defendant's cases, the Court is free to take judicial notice of them when reviewing this motion without converting it into a motion for summary judgment. See, e.g., Rule 201(b), SCRE (explaining that courts can take judicial notice of facts that are "not subject to reasonable dispute"); id. 201(f) ("Judicial notice may be taken at any stage of the

On September 20, 2013, Defendant moved to amend her answer. The Court granted that motion and gave Defendant an opportunity to plead "affirmative defenses, compulsory counterclaims and cross claims as to the parties to this lawsuit and the matters alleged in the complaint, and also to maintain any third-party complaint she deems necessary." (Order (Dec. 2, 2013).) However, rather than file an amended answer consistent with the Court's order, Defendant filed the instant motion to dismiss. It should be denied, and Wells Fargo should be permitted to proceed with foreclosure.

LEGAL STANDARD

Under Rule 12(b)(6), SCRPC, a defendant may move to dismiss based on a failure to state facts sufficient to constitute a cause of action. Baird v. Charleston County, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999). If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then dismissal under Rule 12(b)(6) is improper. Doe v. Marion, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007). "The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief." Id. at 395, 645 S.E.2d at 247-48 (quoting Gentry v. Yonce, 337 S.C. 1, 522 S.E.2d 137 (1999)). Furthermore, in considering a motion to dismiss under Rule 12(b)(6), the trial court must base its ruling solely on allegations set forth in the complaint. Spence v. Spence, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006).

proceeding."); Sec'y of State for Defense v. Trimble Navigation Ltd., 484 F.3d 700, 705 (4th Cir. 2007) ("In reviewing the dismissal of a complaint under Rule 12(b)(6), we may properly take judicial notice of matters of public record."); Tobin v. Bodman, Case No. 1:06-492-RBH, 2007 U.S. Dist. LEXIS 23978, at *4-8 & n.1 (D.S.C. Mar. 29, 2007) (holding that the court could consider the circumstances and resolution of a previous criminal case when ruling on a motion to dismiss without converting the motion into one for summary judgment).

ARGUMENT

- I. Defendant's motion is procedurally barred by Rule 12(b), which requires any motion filed under the rule to be made before answering a complaint.**

The Court should deny Defendant's motion because it is procedurally improper under Rule 12(b), SCRCP. This case was filed in April 2010, and Defendant answered the Complaint on May 19, 2010. She did not file the pending Rule 12(b)(6) motion until January 3, 2014, over three and a half years after filing her Answer.

Defendant's present motion is simply too late. Rule 12(b) unambiguously states when a motion under the rule must be made: "A motion making any of these defenses shall be made before pleading if a further pleading is permitted [by Rule 12(a)]." Rule 12(b), SCRCP (emphasis added). The Notes accompanying Rule 12 confirm this timeline. See id. Notes (explaining that a Rule 12(b) motion "should be made before answer for early disposition of cases").

Because Defendant did not file her motion to dismiss before answering the complaint, her motion is procedurally improper under Rule 12(b). It should be denied accordingly.

- II. Because she previously affirmed the validity of Wells Fargo's security interest in the subject property to the Bankruptcy Court, Defendant should be estopped from now arguing that Wells Fargo does not have an enforceable security interest.**

Defendant's motion, which attempts to challenge the enforceability of Wells Fargo's security interest on the subject property, should also be denied because she has previously affirmed in other court proceedings that Wells Fargo's security interest is fully enforceable. She cannot now seek dismissal of this case by taking a contrary factual position.

As the Court is aware, this matter was stayed for a lengthy period of time after Defendant commenced two separate Chapter 13 bankruptcy proceedings. In both, she acknowledged that

(1) Wells Fargo was a secured creditor with an enforceable mortgage on the subject property, and (2) she was in arrears on that loan. In particular:

- She represented both of these facts in her "Summary of Schedules" filings, which are sworn statements made under the penalty of perjury.³
- When Wells Fargo moved for relief from the automatic stay, Defendant affirmed that she "is behind on payments due on this loan" and requested "an agreement allowing time to catch up on payments." She accompanied that same filing with a certification that Wells Fargo had a secured interest in the subject property, and she incorporated the same note and mortgage at issue here as proof of this fact.⁴
- To resolve Wells Fargo's request for relief from the automatic stay, Defendant agreed to entry of a "Settlement Order" by the Bankruptcy Court. In that order, the Bankruptcy Court recognized that Defendant was in arrears on her note with Wells Fargo, and it specifically enforced against Defendant the same note and mortgage that are at issue in this case.⁵
- At the close of her bankruptcy proceedings, Defendant moved to amend her Chapter 13 plan and acknowledged that she had "abandon[ed] interest in property located at 6365 Saxton Rd., Rembert, SC 29128 to Wells Fargo Home Mortgage." The Bankruptcy Court accepted these representations and approved Defendant's modified plan accordingly.⁶

Despite these uniform, uncontradicted concessions made to the Bankruptcy Court over the course of nearly three years, Defendant now moves for dismissal of this case on grounds that Wells Fargo does not have the right to bring this foreclosure action. Defendant's argument is legally flawed and should be denied for that reason as explained below. However, there is no reason for the Court to even engage in that analysis because Defendant should be estopped from

³ Ex. A, Summary of Schedules, at 11 (Dkt. No. 8 in In re Prescott, Case No. 10-05552-dd (Bankr. D.S.C.) (filed Aug. 15, 2010); Ex. B, Summary of Schedules, at 17 (Dkt. No. 1 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed Mar. 28, 2011)).

⁴ Ex. C, Answer to Motion for Relief from Stay, at 1, 3 (Dkt. No. 27 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed Dec. 22, 2011)).

⁵ Ex. D, Settlement Order, at 2 (Dkt. No. 32 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed Jan. 9, 2012)).

⁶ Ex. E, Motion to Modify Plan, at 1 (Dkt. No. 39 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed June 17, 2013)); Ex. F, Order Confirming Plan at 1 (Dkt. No. 43 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed July 17, 2013)).

making a complete about-face on the facts of this case simply because she is no longer in Bankruptcy Court.

South Carolina enforces the doctrines of judicial estoppel and *res judicata*, both of which are applicable here. Judicial estoppel is designed to protect the integrity of the courts by preventing a party from taking "a position in conflict with one earlier taken in the same or related litigation." Hayne Fed. Credit Union v. Bailey, 327 S.C. 242, 251, 489 S.E.2d 472, 477 (1997). In order for this doctrine to apply, a party must attempt to mislead the court by taking two "totally inconsistent" positions in litigation, and it must benefit in some way from a court adopting the party's first representation. Cothran v. Brown, 357 S.C. 210, 215-16, 592 S.E.2d 629, 632 (2004).

Likewise, *res judicata* is designed to ensure that an issue or claim that was or could have been resolved in prior litigation is not subject to re-litigation. See Pye v. Aycock, 325 S.C. 426, 432, 480 S.E.2d 455, 458 (Ct. App. 1997) ("The doctrine of *res judicata* bars a litigant from raising any issues which were adjudicated in the former suit and any issues which might have been raised in the former suit."). Three elements are necessary for *res judicata* to attach: (1) the parties or their privies must be the same as in prior litigation; (2) the subject matter must be the same as in prior litigation; and (3) there must be a prior adjudication by a court of competent jurisdiction. Id.

This case meets the elements for both of these doctrines. Defendant's bankruptcy matters expressly involved Wells Fargo's security interest in her property. If she thought that interest was unenforceable, as she now claims, Defendant should have disputed Wells Fargo's interest during those proceedings. But she did not do so. Instead, she specifically affirmed—many times

over, in fact—the enforceability of Wells Fargo’s security interest, and the Bankruptcy Court incorporated her affirmation into orders approving Defendant’s Chapter 13 plan.

In short, Defendant represented to the Bankruptcy Court that Wells Fargo had an enforceable security interest in her property, and the Bankruptcy Court accepted those representations and adopted them by way of orders that resolved Defendant’s bankruptcy, which have become final. Both judicial estoppel and *res judicata* prohibit her attempt to change course now and challenge the enforceability of Wells Fargo’s security interest.

Not surprisingly, courts regularly rely on these doctrines when refusing to allow a party to dispute the enforceability of a note and lien on real property once it has conceded the issue during bankruptcy proceedings. See, e.g., Celli v. First Nat’l Bank, 460 F.3d 289, 295–96 (2d Cir. 2006) (“In summary, we hold that the Chapter 13 bankruptcy confirmation order is *res judicata* with respect to the debtor’s and the Trustee’s post-confirmation attempt to avoid a confirmed, recorded lien on the debtor’s property where the lien was claimed by FNB at the outset of the bankruptcy proceedings and included by the debtor in his plan.”); Mbazira v. Litton Loan Servicing, LLP, 2011 U.S. Dist. LEXIS 85271, at *7–11 (D. Mass. July 27, 2011) (applying judicial estoppel to reject a borrower’s challenge to the validity of a mortgage after a bankruptcy court confirmed a Chapter 13 plan that was based on the borrower’s earlier representations that the mortgage constituted a secured interest, even though the borrower based her challenge on an alleged intervening change in the law); RTC Mortgage Trust 1995-S/N2 v. McMahon, 225 B.R. 604, 608–10 (E.D. Va. 1997) (holding that a party’s representations affirming a note and lien during bankruptcy proceedings foreclosed it from disputing the enforceability of those same obligations during later litigation under a theory of both *res judicata* and judicial estoppel), aff’d 155 F.3d 560 (4th Cir. 1998).

This Court should not hesitate to follow this unbroken line of authority and reject Defendant's attempt to now challenge a security interest that she has previously conceded is fully enforceable. Accordingly, Defendant's motion should be denied for this additional procedural reason.

III. Wells Fargo is a proper party to enforce the note and mortgage.

A. South Carolina law provides that one who owns, holds, or services a loan has standing to maintain a foreclosure action.

In addition to being procedurally barred by Rule 12(b)'s timing requirements and the doctrines of judicial estoppel and *res judicata*, Defendant's motion is improper because it is legally flawed regarding who may enforce a note and mortgage. Defendant argues that Wells Fargo "lacks the standing" to enforce the note and mortgage because it "never alleged it owned the Mortgage or Note." (Def.'s Mem. in Supp. of Mot. to Dismiss at 7–8.) The South Carolina Court of Appeals recently rejected this exact argument.

In Bank of America, N.A. v. Draper, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013), reh'g denied 2013 S.C. App. LEXIS 260 (Ct. App. Aug. 27, 2013), a borrower challenged whether Bank of America had standing to commence foreclosure proceedings as the servicer, rather than the actual owner, of his note and mortgage. The master-in-equity rejected the borrower's argument, and the Court of Appeals affirmed. In doing so, the Court of Appeals specifically held that a party who holds a note or who acts as the servicer of a loan is "a real party in interest and able to initiate a foreclosure," irrespective of whether it actually owns the note and mortgage. Id. at 223, 746 S.E.2d at 482.⁷

⁷ The sole South Carolina authority on which Defendant based her motion is a circuit court order stating that a party must be the "holder and owner of the original Note" and mortgage in order to have standing to foreclose. Because that order is directly contrary to Draper's holding, Wells Fargo respectfully submits that the Court should not rely on that circuit court order.

South Carolina's federal courts have already incorporated this decision into their jurisprudence. See, e.g., Gardner v. Litton Loan Servicing LP, Case No. 9:12-1766-SB-BHH, 2013 U.S. Dist. LEXIS 168004, at *16 (D.S.C. Oct. 24, 2013) ("Most importantly, the South Carolina Court of Appeals has recently concluded that loan servicers are real parties in interest and able to initiate foreclosures." (citing Bank of Am., N.A. v. Draper, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013))), report and recommendation adopted by 2013 U.S. Dist. LEXIS 169563 (D.S.C. Nov. 26, 2013).

In this case, Wells Fargo expressly alleged in the Complaint that it is the holder of the note and mortgage. (Compl. ¶ 14.) Further, Defendant admitted Wells Fargo was the servicer on the subject loan as well. (Ans. ¶¶ 7-12, at 6-8.) Defendant also affirmed multiple times to the Bankruptcy Court that she has a secured loan with Wells Fargo. Accordingly, Wells Fargo has satisfied its pleading burden, and Defendant's motion should be denied in its entirety.

B. There is nothing improper about MERS assigning the mortgage to Wells Fargo.

In conjunction with her argument that Wells Fargo cannot enforce its security interest because it does not "own" the note and mortgage, Defendant challenges the method in which Wells Fargo received its assignment of the mortgage. According to Defendant, MERS assigning the mortgage to Wells Fargo somehow renders the mortgage unenforceable. The Court should reject this position for two fundamental reasons.

First, Defendant's entire argument is based on matters outside of the pleadings—including allegations regarding MERS's "bylaws," MERS's "rules," and the manner in which

Likewise, the circuit court order cited only a United States Supreme Court opinion from 1873 interpreting Colorado law—before Colorado was even granted statehood—as the basis for its decision. There is nothing in law or logic to suggest that such a dated, out-of-jurisdiction decision is in any way relevant to this case.

MERS assigned the mortgage to Wells Fargo in this case. (Def.'s Mem. in Supp. of Mot. to Dismiss at 5-7.) But the instant motion is to dismiss pursuant to Rule 12(b)(6), and any ruling on this motion must be based solely on the allegations set forth in the Complaint. Spence, 368 S.C. at 116, 628 S.E.2d at 874. Put simply, the allegations that Defendant has made regarding MERS are outside of the pleadings and are not properly before the Court.

Second, even taking everything Defendant has argued to be true, her argument is still contrary to governing law. There is no dispute that the mortgage identifies MERS, its successors, and assigns, as the beneficiary of the security. (Ex. E to Def.'s Mem. in Supp. of Mot. to Dismiss.) Likewise, there is no dispute that prior to this case being filed, MERS assigned the mortgage to Wells Fargo. (Ex. H to Def.'s Mem. in Supp. of Mot. to Dismiss.)⁸

This is not unusual or even subject to a legitimate challenge. Courts in South Carolina and elsewhere have routinely enforced this type of MERS-based assignment. See, e.g., Gardner, 2013 U.S. Dist. LEXIS 168004, at *13-16 (rejecting numerous arguments that MERS's involvement in the assignment of a mortgage rendered the assignment invalid); Draper, 405 S.C. at 217, 746 S.E.2d at 479 (reciting that the party that had the ability to enforce the note and mortgage had been assigned such rights by MERS); see also Taylor v. Deutsche Bank Nat'l Trust Co., 44 So. 3d 618, 622-23 (Fla. Ct. App. 2010) (holding that "the written assignment of the note and mortgage from MERS to Deutsche Bank properly transferred the note and mortgage

⁸ Even without this assignment, Wells Fargo was the holder of the mortgage at the time of foreclosure because it was the holder of the note itself. See Draper, 405 S.C. at 220, 746 S.E.2d at 481 (explaining that the assignment of a note legally carries with it the assignment of a mortgage that secures the note); Ballou v. Young, 42 S.C. 170, 176, 20 S.E. 84, 85 (1894) ("The transfer of a note carries with it a mortgage given to secure payment of such note."). Accordingly, as a matter of law, Wells Fargo was the holder of the mortgage at the time this action was filed because Wells Fargo was the holder of the note that was secured by the mortgage.

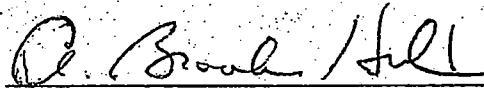
to Deutsche Bank,” and concluding that “Deutsche Bank had standing to foreclose the mortgage”).

Because MERS had the ability to assign its interest in the mortgage to Wells Fargo, the assignment to Wells Fargo was appropriate, and Wells Fargo has standing to foreclose the mortgage. The Court should reject Defendant’s arguments to the contrary and deny her motion to dismiss.

CONCLUSION

For the reasons explained above, Wells Fargo requests that the Court deny Defendant’s Motion to Dismiss and, instead, permit Wells Fargo to enforce a security interest that Defendant has already conceded is fully enforceable.

April 4, 2014
Greenville, SC



S. Sterling Laney, III (S.C. Bar No. 6933)
A. Brooks Haselden (S.C. Bar No. 78656)
Womble Carlyle Sandridge & Rice, LLP
550 South Main Street, Suite 400
Greenville, South Carolina 29601
Telephone: (864) 255-5435
Fax: (864) 239-5546
Email: bhaselden@wcsr.com

Attorneys for Wells Fargo Bank

EXHIBIT 7

Wells Fargo Bank's Exhibit A

Forged Bankruptcy Schedules

Presented to Judge Booth April 4, 2014
in its Opposition of Motion to Dismiss

EXHIBIT A

[Faint, illegible handwritten text]

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
District of South Carolina

In re Delores Prescott

Debtor

Case No. 10-05552

Chapter 13

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	2	90,000.00		
B - Personal Property	Yes	5	12,199.30		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		93,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	3		3,005.60	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		49,878.59	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	9			2,490.22
J - Current Expenditures of Individual Debtor(s)	Yes	1			2,059.50
Total Number of Sheets of ALL Schedules		27			
Total Assets			102,199.30		
Total Liabilities				145,884.19	

United States Bankruptcy Court
District of South Carolina

In re **Delores Prescott**

Debtor

Case No. **10-05552**

Chapter **13**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	630.60
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	47,040.82
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	47,671.42

State the following:

Average Income (from Schedule I, Line 16)	2,490.22
Average Expenses (from Schedule J, Line 18)	2,059.50
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	2,762.50

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		7,200.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	3,005.60	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		49,878.59
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		57,078.59

B6A (Official Form 6A) (12/07)

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
DEBTOR'S RESIDENCE: 6365 SAXTON ROAD, REMBERT, SC, SUMTER COUNTY; (3) BEDROOM (2) BATH VINYL-SIDING HOME; TMS# (0860002031), TAX APPRAISAL VALUE: (\$77,353), SEE ATTACHED TAX APPRAISAL, DEBTOR PURCHASED HOME IN 2001 FOR (\$81,000) & REFINANCED IN 2003 FOR (\$81,000), DEBTOR'S OPINION OF CURRENT MARKET VALUE: (\$90,000)		-	90,000.00	75,000.00

Sub-Total > 90,000.00 (Total of this page)

Total > 90,000.00

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

You are Here: [homepage](#) > [e-services](#) > [Property Card Search](#) > [Assessor Info](#)

Assessor Ownership, Location, and Tax Information

The below information represents all pertinent assessor data based upon the parcel number that you selected. To view the real property with mapping interface simply click the "Map/Assess.Info" button.

 Ownership & Location Information
 Tax Information
 Map/Assess. Info  Property Card
Ownership & Location Information:

Parcel Number: 0860002031
Property Location: 6365 SAXTON RD
Legal Description: PB98-1395 PB01-574
 1.0 AC
Current Owner: PRESCOTT DELORES
Deed Book/Page: 727/481
Plat Book/Page: 98 /1395
Tax Payer Name: WELLS FARGO HOME
 MORTGAGE
Lender Name: WELLS FARGO HOME
 MORTGAGE
School District Code: 2
Neighborhood Code: 999/COUNTY RES/AGR,
 OTHER
Of Lots: 0
Of Buildings: 1
Number of Acres: 1
Land Fair Market Value: 3,000
Building Fair Market Value: 74,353
Current Fair Market Value: 77,353
Assessed Value: 3,090
Date Last Visited: 0

[back to top](#)

Tax Information:

Tax Year	Receipt #	Assessed Value	Tax Due Amt	Amt Collected	Due Date	Collection Sts	Paid Sts	Date Paid	Date Abated
2009	6106785	3,090	467.81	467.81	01/15/2010	NONE	FULL	12/22/2009	
2008	5899618	3,090	460.27	460.27	01/15/2009	NONE	FULL	12/30/2008	
2007	5584100	3,090	451.34	451.34	01/15/2008	NONE	FULL	12/18/2007	
2006	5355116	3,090	530.62	530.62	01/16/2007	NONE	FULL	12/28/2006	
2005	5115404	2,680	520.17	520.17	01/17/2006	NONE	FULL	12/12/2005	
2004	4821537	2,680	503.67	503.67	01/18/2005	NONE	FULL	01/12/2005	
2003	4555450	2,680	488.60	488.60	01/15/2004	NONE	FULL	12/31/2003	
2002	4207437	2,680	454.44	454.44	01/15/2003	NONE	FULL	12/27/2002	
2001	3859745	120	19.91	19.91	01/15/2002	NONE	FULL	12/31/2001	
2000	3485925	150	38.29	38.29	01/15/2001	NONE	FULL	10/17/2000	
1999	2968033	150	36.93	36.93	01/15/2000	TAX SALE	FULL	11/08/1999	

B6B (Official Form 6B) (12/07)

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		SC FEDERAL CREDIT UNION: ACCOUNT# (7256) SAVINGS ACCOUNT# (00), CURRENT BALANCE: (\$5) CHECKING ACCOUNT# (71), CURRENT BALANCE: (\$6) COMBINED BALANCE OF SC FEDERAL CREDIT UNION ACCOUNTS: (\$11)	-	11.00
		BANK OF AMERICA: REGULAR SAVINGS ACCOUNT# (5404)	-	19.00
		BANK OF AMERICA: MYACCESS CHECKING ACCOUNT# (7423)	-	69.30
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		HOUSEHOLD GOODS: SOFA, KITCHEN TABLE WITH CHAIRS, TELEVISION, BEDS, DRESSERS, CHEST OF DRAWERS, PHONE	-	850.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		ASSORTED BOOKS & PICTURES	-	100.00
6. Wearing apparel.		CLOTHING: ASSORTED USED CLOTHING	-	200.00
7. Furs and jewelry.		JEWELRY: ASSORTED JEWELRY	-	150.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		LIFE INSURANCE: STATE FARM INSURANCE, 1120 LITTLE STREET, CAMDEN, SC 29020; TERM LIFE INSURANCE; FACE VALUE OF POLICY (\$100,000), CASH SURRENDER VALUE OF POLICY (\$0)	-	0.00
Sub-Total >				1,399.30
(Total of this page)				

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > 0.00
(Total of this page)

Sheet 1 of 3 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2008 NISSAN SENTRA SEDAN: VIN# (3N1AB61E58L687828), (4) DOOR, (4) CYLINDER, (78,047) MILES, NADA VALUE LESS MILEAGE: (\$10,800)		10,800.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

Sub-Total > **10,800.00**
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
35. Other personal property of any kind not already listed. Itemize.	X			

Sheet 3 of 3 continuation sheets attached
to the Schedule of Personal Property

Sub-Total > 0.00
(Total of this page)
Total > 12,199.30

(Report also on Summary of Schedules)



Vehicle Pricing & Information
 NADAguides.com

2008 Nissan Sentra

Sedan 4D 2.0

[Close Window](#)

8/2/2010

NADAguides.com Price Report

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$7,775	\$8,800	\$9,625	\$12,150
Mileage: 80,000 miles	-\$1,350	-\$1,350	-\$1,350	-\$1,350
Options:				
Power Windows	Std.	Std.	Std.	Std.
Power Door Locks	Std.	Std.	Std.	Std.
TOTAL PRICE	\$6,425	\$7,450	\$8,275	\$10,800

Standard Equipment

Standard Equipment Details

Engine Specifications

Type: Gas I4
 Size: 2.0L/122
 Horsepower: 140 @ 5100 RPM
 Torque: 147 @ 4800 RPM
 Max Towing Capacity: 1000

Drive Train

Drive Train: Front Wheel Drive
 Transmission: 1 speed CVT

Safety

Air Bag-Driver-Front
 Air Bag-Passenger Switch (On/Off)
 Air Bag-Passenger-Front
 Air Bag-Side-Body-Front
 Air Bag-Side-Head-Front
 Air Bag-Side-Head-Rear
 Brakes-ABS-4 Wheel
 Brakes-Type-Front Disc/Rear Drum
 Engine Immobilizer/Vehicle Anti-Theft System
 Locks-Child Safety Rear Door
 Trunk-Emergency Release

Comfort & Convenience

Air Cond-Front
 Locks-Pwr
 Mirrors-Electrochromic Rearview
 Mirrors-Vanity-Passenger
 Seat Trim-Cloth
 Seat-Rear Pass-Through
 Seats-Front Bucket
 Steering Wheel-Adjustable
 Steering-Pwr
 Trunk-Release-Remote
 Windows-Pwr

Music & Entertainment

B6C (Official Form 6C) (4/10)

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

- ☐ 11 U.S.C. §522(b)(2)
☒ 11 U.S.C. §522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds \$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property DEBTOR'S RESIDENCE: 6365 SAXTON ROAD, REMBERT, SC, SUMTER COUNTY; (3) BEDROOM (2) BATH VINYL-SIDING HOME; TMS# (0860002031), TAX APPRAISAL VALUE: (\$77,353), SEE ATTACHED TAX APPRAISAL, DEBTOR PURCHASED HOME IN 2001 FOR (\$81,000) & REFINANCED IN 2003 FOR (\$81,000), DEBTOR'S OPINION OF CURRENT MARKET VALUE: (\$90,000)	S.C. Code Ann. § 15-41-30(A)(1)	45,000.00	90,000.00
Household Goods and Furnishings HOUSEHOLD GOODS: SOFA, KITCHEN TABLE WITH CHAIRS, TELEVISION, BEDS, DRESSERS, CHEST OF DRAWERS, PHONE	S.C. Code Ann. § 15-41-30(A)(3)	850.00	850.00
Books, Pictures and Other Art Objects; Collectibles ASSORTED BOOKS & PICTURES	S.C. Code Ann. § 15-41-30(A)(3)	100.00	100.00
Wearing Apparel CLOTHING: ASSORTED USED CLOTHING	S.C. Code Ann. § 15-41-30(A)(3)	200.00	200.00
Furs and Jewelry JEWELRY: ASSORTED JEWELRY	S.C. Code Ann. § 15-41-30(A)(4)	150.00	150.00
Interests in Insurance Policies LIFE INSURANCE: STATE FARM INSURANCE, 1120 LITTLE STREET, CAMDEN, SC 29020; TERM LIFE INSURANCE; FACE VALUE OF POLICY (\$100,000), CASH SURRENDER VALUE OF POLICY (\$0)	S.C. Code Ann. § 38-63-40(C)	0.00	0.00
Automobiles, Trucks, Trailers, and Other Vehicles 2008 NISSAN SENTRA SEDAN: VIN# (3N1AB61E58L687828), (4) DOOR, (4) CYLINDER, (78,047) MILES, NADA VALUE LESS MILEAGE: (\$10,800)	S.C. Code Ann. § 15-41-30(A)(2)	5,350.00	10,800.00

Total: 51,650.00 102,100.00

0 continuation sheets attached to Schedule of Property Claimed as Exempt

B6D (Official Form 6D) (12/07)

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No. 30000173227121000		2008					
SANTANDER CONSUMER USA PO BOX 961245 Fort Worth, TX 76161		AUTO LOAN 2008 NISSAN SENTRA SEDAN: TO BE - VALUED IN PLAN					
		Value \$ 10,800.00				18,000.00	7,200.00
Account No. 0613248830		09/2001					
WELLS FARGO HOME MORTGAGE 3476 STATEVIEW BLVD Fort Mill, SC 29715		Mortgage DEBTOR'S RESIDENCE: 6365 SAXTON ROAD: ARREARS TO BE PAID IN PLAN - (\$4,500), DEBTOR TO RESUME PAYMENTS IN SEPTEMBER 2010					
		Value \$ 90,000.00				75,000.00	0.00
Account No.							
		Value \$					
Account No.							
		Value \$					
Subtotal (Total of this page)						93,000.00	7,200.00
Total (Report on Summary of Schedules)						93,000.00	7,200.00

0 continuation sheets attached

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☒ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (4/10) - Cont.

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

Wages, salaries, and commissions

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
									AMOUNT ENTITLED TO PRIORITY
Account No.				ATTORNEYS FEE					
MOSS & ASSOCIATES, ATTORNEYS, P.A. 816 ELMWOOD AVENUE Columbia, SC 29201									0.00
								2,375.00	2,375.00
Account No.									
Account No.									
Account No.									
Account No.									
Subtotal								2,375.00	0.00
(Total of this page)								2,375.00	2,375.00

Sheet 1 of 2 continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B6E (Official Form 6E) (4/10) - Cont.

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B I T O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
									AMOUNT ENTITLED TO PRIORITY
Account No. 6267				2008					
IRS PO BOX 21126 Philadelphia, PA 19114-0326				Unsecured Federal Income Taxes					0.00
								630.60	630.60
Account No.									
Account No.									
Account No.									
Account No.									

Sheet 2 of 2 continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

Subtotal
(Total of this page)

Total

(Report on Summary of Schedules)

	0.00
630.60	630.60
	0.00
3,005.60	3,005.60

B6F (Official Form 6F) (12/07)

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 6267-2						
ACS PO BOX 7051 Utica, NY 13504	-	2006 Student Loan				33,336.00
Account No. 101880						
ANDERSON FINANCIAL PO BOX 3097 Bloomington, IL 61702	-	2006 Collections - DISH NETWORK				563.00
Account No. 6267						
CITIBANK STUDENT LOAN PO BOX 22876 Rochester, NY 14692	-	2000 Student Loan				4,000.00
Account No.						
IRS PO BOX 21126 Philadelphia, PA 19114-0326	-	Unsecured Federal Income Taxes				0.00
Subtotal (Total of this page)						37,899.00

2 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 1112				2009 Collections				
NATIONAL RECECOVERY / WEST BAY ACQ. 2491 PAXTON STREET Harrisburg, PA 17111		-						54.00
Account No. 523315				2008 Collections - LEXINGTON WOMEN'S CARE				
PMBA, LLC PO BOX 12150 Charlotte, NC 28220		-						20.77
Account No. 76				01/2006 Medical Bills				
RECEIVABLE SOLUTIONS 4700 FOREST DRIVE STE 107 Columbia, SC 29206		-						1,996.00
Account No. 86				2006 Collections				
RECEIVABLE SOLUTIONS LEXINGTON MEDICAL CENTER 4700 FOREST DRIVE Columbia, SC 29206		-						204.00
Account No.				Unsecured State Taxes				
SC DEPT OF REVENUE PO BOX 12265 Columbia, SC 29211		-						0.00
Sheet no. <u>1</u> of <u>2</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)
								2,274.77

B6F (Official Form 6F) (12/07) - Cont.

In re Delores PrescottCase No. 10-05552

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O N T R I B U T O R	H W J C	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M I F C L A I M I S S U E D S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 6267 SC STUDENT LOAN PO BOX 211879 Columbia, SC 29221			2009					9,704.82
Account No. SUMTER COUNTY TREASURER PO BOX 1775 Sumter, SC 29151-1775			Unsecured Property Taxes					0.00
Account No.								
Account No.								
Account No.								

Sheet no. 2 of 2 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority ClaimsSubtotal
(Total of this page)

9,704.82

Total
(Report on Summary of Schedules)

49,878.59

B6G (Official Form 6G) (12/07)

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

0

continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

0.

continuation sheets attached to Schedule of Codebtors

B61 (Official Form 61) (12/07)

In re **Delores Prescott**Case No. **10-05552**

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
Single	RELATIONSHIP(S): DAUGHTER	AGE(S): 7
Employment:	DEBTOR	SPOUSE
Occupation	COLLECTION SPECIALIST	
Name of Employer	MEDIX STAFFING SOLUTIONS	
How long employed	SINCE MAY 2010	
Address of Employer	477 E BUTTERFIELD ROAD SUITE 400 Lombard, IL 60148	

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)

2. Estimate monthly overtime

DEBTOR	SPOUSE
\$ 2,762.50	\$ N/A
\$ 0.00	\$ N/A

3. SUBTOTAL

\$ 2,762.50	\$ N/A
--------------------	---------------

4. LESS PAYROLL DEDUCTIONS

a. Payroll taxes and social security

b. Insurance

c. Union dues

d. Other (Specify):

\$ 272.28	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ 272.28	\$ N/A
------------------	---------------

6. TOTAL NET MONTHLY TAKE HOME PAY

\$ 2,490.22	\$ N/A
--------------------	---------------

7. Regular income from operation of business or profession or farm (Attach detailed statement)

8. Income from real property

9. Interest and dividends

10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above

11. Social security or government assistance

(Specify):

\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A

12. Pension or retirement income

13. Other monthly income

(Specify):

\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A

14. SUBTOTAL OF LINES 7 THROUGH 13

\$ 0.00	\$ N/A
----------------	---------------

15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ 2,490.22	\$ N/A
--------------------	---------------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$ 2,490.22	
--------------------	--

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

B61 (Official Form 61) (12/07)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

DEBTOR DOES NOT ANTICIPATE A CHANGE OF INCOME. DEBTOR BEGAN WORKING FOR MEDIX STAFFING IN MAY 2010, PRIOR TO THAT, DEBTOR WAS RECEIVING UNEMPLOYMENT FROM MARCH 2010 UNTIL MAY 2010. PRIOR TO RECEIVING UNEMPLOYMENT DEBTOR WORKED FOR ROBERT HALF INTERNATIONAL AND PEOPLE2.0. DEBTOR'S INCOME WAS CALCULATED INTO A MONTHLY AVERAGE BASED ON THE PAST 7 WEEKS OF PAY.

DEBTOR'S MOTHER LIVES IN THE HOUSEHOLD BUT DOES NOT CONTRIBUTE INCOME TOWARDS EXPENSES.

CO FILE DEPT CLOCK WORK NO
171 257232-110 XN50X 0000300495

Earnings Statement



MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Period Beginning: 07/18/2010
Period Ending: 07/24/2010
Pay Date: 07/30/2010

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 9
NJ: 9, Table A

DELORES PRESCOTT
PO BOX 419
REMBERT, SC 29128

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	17.0000	40.00	680.00	7,135.75
Gross Pay			680.00	7,135.75

Deductions	Statutory		
Social Security Tax	-42.16	442.42	
Medicare Tax	-9.86	103.47	
NJ State Income Tax	-8.22	83.78	
NJ SUI/SDI Tax	-7.10	74.57	
Other			
Checking #2	-612.66		
Net Pay			50.00

Your federal taxable wages this period are \$680.00

7 wk Gross
4462.50
7 wk Tax
439.83

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Advice number: 00000300495
Pay date: 07/30/2010

Deposited to the account of
DELORES PRESCOTT

account number transit ABA amount
XXXXXXXX7423 XXXX XXXX \$612.66

VOID AFTER 180 DAYS

BANK ONE
BANK ONE, N.A.
ILLINOIS

NON-NEGOTIABLE

CD FILE DEPT CLOSER VCH# NO. 000
171 257292 10 (N50) 0000280482

Earnings Statement



MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Period Beginning: 07/04/2010
Period Ending: 07/10/2010
Pay Date: 07/16/2010

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 9
NJ: 9, Table A

DELORES PRESCOTT
REMBERT, SC 29128

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	17.0000	32.00	544.00	5,809.75
Gross Pay			\$544.00	5,809.75

Deductions	Statutory		
Social Security Tax	-33.72	360.20	
Medicare Tax	-7.89	84.24	
NJ State Income Tax	-5.56	68.02	
NJ SUI/SDI Tax	-5.68	60.71	
Other			
Checking #2	-491.15		
Net Pay			\$0.00

52.85

Your federal taxable wages this period are \$544.00

Low Gross: \$372.50
Low tax: \$372.49

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TEAR HERE

VERIFY DOCUMENT AUTHENTICITY: COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Advice number: 00000280482
Pay date: 07/16/2010

Deposited to the account of
DELORES PRESCOTT

account number	transit ABA	amount
XXXXXXXXXX7423	XXXX XXXX	\$491.15

VOID AFTER 180 DAYS

BANK ONE
BANK ONE, N.A.
ILLINOIS

NON-NEGOTIABLE

CheckView

Page 1 of 1

Co. File # Clock Number
17J 257232 XN50X 00270487

Worked In Dept: 110
Home Dept: 110

Medix Staffing

Earnings Statement

Period End: 07/03/2010
Pay Date: 07/09/2010

Delores Prescott

Rembert, SC 29128

Earnings	Code	Field #	Hours	Amount
Regular			40.00	680.00
Gross Pay				680.00

Deductions	Statutory	Amount
Social Security		42.16
Medicare		9.86
State Worked In: New Jersey	NJ	8.22
SUI/SDI: New Jersey	21	7.11

67.35

Other	Amount
W - Checking #2	612.65
Net Pay	0.00

Memos	Code	Amount
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Print Close

Check View

Page 1 of 1

Co. File # Clock Number
17J 257232 XN50X 00260490

Worked In Dept: 110
Home Dept: 110

Medix Staffing

Earnings Statement

Period End: 06/26/2010

Pay Date: 07/02/2010

Delores Prescott

Rembert, SC 29128

Earnings	Code	Field #	Hours	Amount
Regular			40.00	680.00
Gross Pay				680.00

Deductions	Statutory	Amount
Social Security		42.16
Medicare		9.86
State Worked In: New Jersey	NJ	8.22
SUI/SDI: New Jersey	21	7.10

67.34

Other	Amount
W - Checking #2	612.66
Net Pay	0.00

Memos	Code	Amount
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Print Close

Check View

Page 1 of 1

Co. File # Clock Number
17J 257232 XN50X 00250502

Worked In Dept: 110
Home Dept: 110

Medix Staffing

Earnings Statement

Period End: 06/19/2010

Pay Date: 06/25/2010

Delores Prescott

Rembert, SC 29128

Earnings	Code	Field #	Hours	Amount
Regular			40.00	680.00
Gross Pay				680.00

Deductions	Statutory	Amount
Social Security		42.16
Medicare		9.86
State Worked In: New Jersey	NJ	8.22
SUI/SDI: New Jersey	21	7.11

Other	Amount
W - Checking #2	612.65

Net Pay	0.00
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Memos	Code	Amount
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Print Close

CO FILE DEPT CLOCK VOIR NO DO
173 257242 110 XN50X 0000240512

MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Earnings Statement



Period Beginning: 06/06/2010
Period Ending: 06/12/2010
Pay Date: 06/18/2010

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 9
NJ: 9, Table A

DELORES PRESCOTT

HEMBERT, SC 29128

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	17.0000	40.00	680.00	3,225.75
Gross Pay			680.00	3,225.75

Deductions	Statutory		
Social Security Tax		42.16	200.00
Medicare Tax		9.86	46.77
NJ State Income Tax		8.22	37.80
NJ SUI/SDI Tax		7.11	33.71
Other			
Checking #1		350.00	
Checking #2		262.65	
Net Pay		50.00	

Your federal taxable wages this period are \$680.00

CO FILE DEPT CLOCK VCHR NO
BJ 257282 110 KN50X 0000290629

MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Earnings Statement



Period Beginning: 05/30/2010
Period Ending: 06/05/2010
Pay Date: 06/11/2010

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 9
NJ: 9, Table A

DELORES PRESCOTT

REMBERT, SC 29128

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	17.0000	30.50	518.50	2,545.75
Gross Pay			518.50	2,545.75

Deductions	Statutory		
Social Security Tax		32.15	157.84
Medicare Tax		7.51	36.91
NJ State Income Tax		5.18	29.58
NJ SUI/SDI Tax		5.41	26.60
Other			
Checking #1		350.00	
Checking #2		118.25	
Net Pay		50.00	

2025

Your federal taxable wages this period are \$518.50

NACA ID: N884788N

N884788N

Delores Prescott

4/20/10

45

UCB-1036
REV. 5/98

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION
P. O. BOX 995, COLUMBIA, S. C. 29202

DETERMINATION OF ELIGIBILITY FOR BENEFITS					
CLAIMANT'S NAME		SOCIAL SECURITY NUMBER	L. O. NO.	TYPE	CATEGORY
DELORES PRESCOTT			900	I	01
WEEKLY BENEFIT AMOUNT	MAXIMUM BENEFIT AMOUNT	EFFECTIVE DATE	BENEFIT YEAR ENDS		DATE OF NOTICE
\$ 326.00	\$ 8,476.00	03/28/10	10/04/10		04/16/10

It has been determined that you are eligible without disqualification for unemployment compensation. This determination is made based on the South Carolina Employment Security Law and on evidence available at the time of this notice.

☒ The last separation was from a non-labile employer.

B6J (Official Form 6J) (12/07)

In re Delores Prescott

Debtor(s)

Case No. 10-05552**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	\$	<u>642.50</u>
a. Are real estate taxes included?	Yes <u>X</u> No <u> </u>	
b. Is property insurance included?	Yes <u>X</u> No <u> </u>	
2. Utilities:		
a. Electricity and heating fuel	\$	<u>125.00</u>
b. Water and sewer	\$	<u>0.00</u>
c. Telephone	\$	<u>0.00</u>
d. Other <u>CELL PHONE/CABLE/INTERNET/HOME PHONE</u>	\$	<u>200.00</u>
3. Home maintenance (repairs and upkeep)	\$	<u>17.00</u>
4. Food	\$	<u>400.00</u>
5. Clothing	\$	<u>32.00</u>
6. Laundry and dry cleaning	\$	<u>15.00</u>
7. Medical and dental expenses	\$	<u>40.00</u>
8. Transportation (not including car payments)	\$	<u>160.00</u>
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	<u>25.00</u>
10. Charitable contributions	\$	<u>0.00</u>
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	<u>0.00</u>
b. Life	\$	<u>56.00</u>
c. Health	\$	<u>0.00</u>
d. Auto	\$	<u>90.00</u>
e. Other	\$	<u>0.00</u>
12. Taxes (not deducted from wages or included in home mortgage payments)		
(Specify) <u>AUTO PROPERTY TAXES</u>	\$	<u>17.00</u>
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	<u>0.00</u>
b. Other	\$	<u>0.00</u>
c. Other	\$	<u>0.00</u>
14. Alimony, maintenance, and support paid to others	\$	<u>0.00</u>
15. Payments for support of additional dependents not living at your home	\$	<u>0.00</u>
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	<u>0.00</u>
17. Other <u>AFTER SCHOOL CARE</u>	\$	<u>240.00</u>
Other	\$	<u>0.00</u>
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$	<u>2,059.50</u>
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:		
<u>DEBTOR DOES NOT ANTICIPATE A CHANGE OF EXPENSES</u>		
20. STATEMENT OF MONTHLY NET INCOME		
a. Average monthly income from Line 15 of Schedule I	\$	<u>2,490.22</u>
b. Average monthly expenses from Line 18 above	\$	<u>2,059.50</u>
c. Monthly net income (a. minus b.)	\$	<u>430.72</u>

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court
District of South Carolina**

In re Delores Prescott

Debtor(s)

Case No. 10-05552

Chapter 13

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 29 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date August 15, 2010

Signature /s/ Delores Prescott
Delores Prescott
Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/10)

United States Bankruptcy Court
District of South Carolina

In re Delores Prescott

Debtor(s)

Case No. 10-05552

Chapter 13

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT
\$11,182.00

SOURCE
2010 YTD: MEDIX STAFFING SOLUTIONS(DEBTOR) /ROBERT HALF INTERNATIONAL (DEBTOR) / PEOPLE 2.0(DEBTOR)

\$7,653.00

2009: 1099 INCOME FOR MEDICAL BILLING(DEBTOR) / CENTRAL CAROLINA TECH COLLEGE(DEBTOR) / PEOPLE 2.0(DEBTOR) / GRADESEEK(DEBTOR)

\$54,948.00

2008: FAMILY MEDICINE CENTERS OF SC(DEBTOR) / CENTRAL CAROLINA TECH COLLEGE(DEBTOR) / 1099 INCOME FOR MEDICAL BILLING(DEBTOR)

\$52,637.00

2007: FAMILY MEDICINE CENTERS OF SC(DEBTOR)

2. Income other than from employment or operation of business

None ☐ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$3,559.00	2010 YTD: UNEMPLOYMENT / TAX REFUND FOR TAX YEAR 2009
\$17,706.00	2009: UNEMPLOYMENT / TAX REFUND FOR TAX YEAR 2008 / FIDELITY INVESTMENT CASH OUT
\$6,237.00	2008: TAX REFUND FOR TAX YEAR 2007 / FIDELITY INVESTMENTS DISBURSEMENT
\$551.00	2007: TAX REFUND FOR TAX YEAR 2006

3. Payments to creditors

None ☐ Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
WELLS FARGO HOME MORTGAGE 3476 STATEVIEW BLVD Fort Mill, SC 29715	05/2010; 06/2010	\$1,126.10	\$75,000.00
SANTANDER CONSUMER USA PO BOX 961245 Fort Worth, TX 76161	04/2010	\$664.00	\$18,000.00

None ☒ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None ☒ c. *All debtors:* List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

4. Suits and administrative proceedings, executions, garnishments and attachments

- None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT
AND CASE NUMBER
WELLS FARGO BANK
vs
DELORES PRESCOTT

NATURE OF
PROCEEDING
BREACH OF
CONTRACT

COURT OR AGENCY
AND LOCATION
STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
COURT OF COMMON PLEAS

STATUS OR
DISPOSITION
FORECLOSURE
RE PENDING

CASE#2010CP4300823

- None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE
BENEFIT PROPERTY WAS SEIZED

DATE OF SEIZURE

DESCRIPTION AND VALUE OF
PROPERTY

5. Repossessions, foreclosures and returns

- None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF
CREDITOR OR SELLER

DATE OF REPOSSESSION,
FORECLOSURE SALE,
TRANSFER OR RETURN

DESCRIPTION AND VALUE OF
PROPERTY

6. Assignments and receiverships

- None ☒ a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE

DATE OF
ASSIGNMENT

TERMS OF ASSIGNMENT OR SETTLEMENT

- None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CUSTODIAN

NAME AND LOCATION
OF COURT
CASE TITLE & NUMBER

DATE OF
ORDER

DESCRIPTION AND VALUE OF
PROPERTY

7. Gifts

- None ☒ List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF
PERSON OR ORGANIZATION

RELATIONSHIP TO
DEBTOR, IF ANY

DATE OF GIFT

DESCRIPTION AND
VALUE OF GIFT

8. Losses

- None ☒ List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
MOSS & ASSOCIATES, ATTORNEYS P.A. 816 ELMWOOD AVENUE COLUMBIA, SC 29201	08/2010	ATTORNEY'S FEE: \$625.00 FILING FEE: \$274.00

10. Other transfers

- None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None ☒ b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

- None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
FIDELITY INVESTMENTS 82 DEVONSHIRE STREET KW1C Boston, MA 02109	RETIREMENT	CLOSED 2009; DEBTOR RECEIVED (\$140.60) AND USED TOWARDS MONTHLY BILLS AS DEBTOR WAS UNEMPLOYED

12. Safe deposit boxes

- None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

- None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

- None ☐ If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

- None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
---------------------------------------	---------------	-----------------------

18 . Nature, location and name of business

None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
N/A - SOLE PROPRIETORSHIP	6267	PO BOX 419 Rembert, SC 29128	BUSINESS WAS A SOLE PROPRIETORSHIP; DEBTOR RECEIVED 1099 INCOME FOR SERVICES AS A MEDICAL BILLING REPRESENTATIVE; DEBTOR DID NOT HAVE EMPLOYEES OR ACCOUNTS RECEIVABLE; DEBTOR DID NOT HAVE INVENTORY OR TOOLS OF TRADE AS THEY WERE PROVIDED BY EMPLOYER; DEBTOR STOPPED OPERATION OF THIS BUSINESS IN 2009	2008 - 2009

None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
------	---------

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

- None ☐ b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME

ADDRESS

DATES SERVICES RENDERED

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

- None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within two years immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

20. Inventories

- None ☐ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

- None ☐ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS

21. Current Partners, Officers, Directors and Shareholders

- None ☐ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

- None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

22 . Former partners, officers, directors and shareholders

None



a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME

ADDRESS

DATE OF WITHDRAWAL

None



b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

23 . Withdrawals from a partnership or distributions by a corporation

None



If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS
OF RECIPIENT,
RELATIONSHIP TO DEBTOR

DATE AND PURPOSE
OF WITHDRAWAL

AMOUNT OF MONEY
OR DESCRIPTION AND
VALUE OF PROPERTY

24. Tax Consolidation Group.

None



If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None



If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date August 15, 2010

Signature /s/ Delores Prescott
Delores Prescott
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

B22C (Official Form 22C) (Chapter 13) (04/10)

In re Delores Prescott

Debtor(s)

Case Number: 10-05552

(If known)

According to the calculations required by this statement:

- ☒ The applicable commitment period is 3 years.
☐ The applicable commitment period is 5 years.
☐ Disposable income is determined under § 1325(b)(3).
☒ Disposable income is not determined under § 1325(b)(3).
(Check the boxes as directed in Lines 17 and 23 of this statement.)

CHAPTER 13 STATEMENT OF CURRENT MONTHLY INCOME AND CALCULATION OF COMMITMENT PERIOD AND DISPOSABLE INCOME

In addition to Schedules I and J, this statement must be completed by every individual chapter 13 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

Part I. REPORT OF INCOME																
1	Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed. a. ☒ Unmarried. Complete only Column A ("Debtor's Income") for Lines 2-10. b. ☐ Married. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 2-10. All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.															
			Column A Debtor's Income	Column B Spouse's Income												
2	Gross wages, salary, tips, bonuses, overtime, commissions.		\$ 2,762.50	\$												
3	Income from the operation of a business, profession, or farm. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 3. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. Do not include any part of the business expenses entered on Line b as a deduction in Part IV.															
		<table border="1"> <thead> <tr> <th></th> <th>Debtor</th> <th>Spouse</th> </tr> </thead> <tbody> <tr> <td>a. Gross receipts</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>b. Ordinary and necessary business expenses</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>c. Business income</td> <td colspan="2">Subtract Line b from Line a</td> </tr> </tbody> </table>		Debtor	Spouse	a. Gross receipts	\$ 0.00	\$	b. Ordinary and necessary business expenses	\$ 0.00	\$	c. Business income	Subtract Line b from Line a		\$ 0.00	\$
	Debtor	Spouse														
a. Gross receipts	\$ 0.00	\$														
b. Ordinary and necessary business expenses	\$ 0.00	\$														
c. Business income	Subtract Line b from Line a															
4	Rents and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. Do not enter a number less than zero. Do not include any part of the operating expenses entered on Line b as a deduction in Part IV.															
		<table border="1"> <thead> <tr> <th></th> <th>Debtor</th> <th>Spouse</th> </tr> </thead> <tbody> <tr> <td>a. Gross receipts</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>b. Ordinary and necessary operating expenses</td> <td>\$ 0.00</td> <td>\$</td> </tr> <tr> <td>c. Rent and other real property income</td> <td colspan="2">Subtract Line b from Line a</td> </tr> </tbody> </table>		Debtor	Spouse	a. Gross receipts	\$ 0.00	\$	b. Ordinary and necessary operating expenses	\$ 0.00	\$	c. Rent and other real property income	Subtract Line b from Line a		\$ 0.00	\$
	Debtor	Spouse														
a. Gross receipts	\$ 0.00	\$														
b. Ordinary and necessary operating expenses	\$ 0.00	\$														
c. Rent and other real property income	Subtract Line b from Line a															
5	Interest, dividends, and royalties.		\$ 0.00	\$												
6	Pension and retirement income.		\$ 0.00	\$												
7	Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose. Do not include alimony or separate maintenance payments or amounts paid by the debtor's spouse.		\$ 0.00	\$												
8	Unemployment compensation. Enter the amount in the appropriate column(s) of Line 8. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below:															
	<table border="1"> <tr> <td>Unemployment compensation claimed to be a benefit under the Social Security Act</td> <td>Debtor \$ 0.00</td> <td>Spouse \$</td> </tr> </table>	Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ 0.00	Spouse \$	\$ 0.00	\$										
Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ 0.00	Spouse \$														

9	Income from all other sources. Specify source and amount. If necessary, list additional sources on a separate page. Total and enter on Line 9. Do not include alimony or separate maintenance payments paid by your spouse, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism.												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">Debtor</th> <th style="width: 40%;">Spouse</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>		Debtor	Spouse	a.	\$	\$	b.	\$	\$	\$	0.00	\$
	Debtor	Spouse											
a.	\$	\$											
b.	\$	\$											
10	Subtotal. Add Lines 2 thru 9 in Column A, and, if Column B is completed, add Lines 2 through 9 in Column B. Enter the total(s).	\$	2,762.50	\$									
11	Total. If Column B has been completed, add Line 10, Column A to Line 10, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 10, Column A.	\$	2,762.50	\$									
Part II. CALCULATION OF § 1325(b)(4) COMMITMENT PERIOD													
12	Enter the amount from Line 11	\$	2,762.50	\$									
13	Marital Adjustment. If you are married, but are not filing jointly with your spouse, AND if you contend that calculation of the commitment period under § 1325(b)(4) does not require inclusion of the income of your spouse, enter on Line 13 the amount of the income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of you or your dependents and specify, in the lines below, the basis for excluding this income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%;">a.</td> <td style="width: 40%;"></td> <td style="width: 40%;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td>\$</td> </tr> <tr> <td>c.</td> <td></td> <td>\$</td> </tr> </tbody> </table>	a.		\$	b.		\$	c.		\$			
a.		\$											
b.		\$											
c.		\$											
	Total and enter on Line 13	\$	0.00	\$									
14	Subtract Line 13 from Line 12 and enter the result.	\$	2,762.50	\$									
15	Annualized current monthly income for § 1325(b)(4). Multiply the amount from Line 14 by the number 12 and enter the result.	\$	33,150.00	\$									
16	Applicable median family income. Enter the median family income for applicable state and household size. (This information is available by family size at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)												
	a. Enter debtor's state of residence: <u>SC</u> b. Enter debtor's household size: <u>2</u>	\$	51,191.00	\$									
17	Application of § 1325(b)(4). Check the applicable box and proceed as directed. ☒ The amount on Line 15 is less than the amount on Line 16. Check the box for "The applicable commitment period is 3 years" at the top of page 1 of this statement and continue with this statement. ☐ The amount on Line 15 is not less than the amount on Line 16. Check the box for "The applicable commitment period is 5 years" at the top of page 1 of this statement and continue with this statement.												
Part III. APPLICATION OF § 1325(b)(3) FOR DETERMINING DISPOSABLE INCOME													
18	Enter the amount from Line 11.	\$	2,762.50	\$									
19	Marital Adjustment. If you are married, but are not filing jointly with your spouse, enter on Line 19 the total of any income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify in the lines below the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%;">a.</td> <td style="width: 40%;"></td> <td style="width: 40%;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td>\$</td> </tr> <tr> <td>c.</td> <td></td> <td>\$</td> </tr> </tbody> </table>	a.		\$	b.		\$	c.		\$			
a.		\$											
b.		\$											
c.		\$											
	Total and enter on Line 19.	\$	0.00	\$									
20	Current monthly income for § 1325(b)(3). Subtract Line 19 from Line 18 and enter the result.	\$	2,762.50	\$									

21	Annualized current monthly income for § 1325(b)(3). Multiply the amount from Line 20 by the number 12 and enter the result.	\$ 33,150.00																
22	Applicable median family income. Enter the amount from Line 16.	\$ 51,191.00																
23	Application of § 1325(b)(3). Check the applicable box and proceed as directed. ☐ The amount on Line 21 is more than the amount on Line 22. Check the box for "Disposable income is determined under § 1325(b)(3)" at the top of page 1 of this statement and complete the remaining parts of this statement. ☒ The amount on Line 21 is not more than the amount on Line 22. Check the box for "Disposable income is not determined under § 1325(b)(3)" at the top of page 1 of this statement and complete Part VII of this statement. Do not complete Parts IV, V, or VI.																	
Part IV. CALCULATION OF DEDUCTIONS FROM INCOME																		
Subpart A: Deductions under Standards of the Internal Revenue Service (IRS)																		
24A	National Standards: food, apparel and services, housekeeping supplies, personal care, and miscellaneous. Enter in Line 24A the "Total" amount from IRS National Standards for Allowable Living Expenses for the applicable household size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$																
24B	National Standards: health care. Enter in Line a1 below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) Enter in Line b1 the number of members of your household who are under 65 years of age, and enter in Line b2 the number of members of your household who are 65 years of age or older. (The total number of household members must be the same as the number stated in Line 16b.) Multiply Line a1 by Line b1 to obtain a total amount for household members under 65, and enter the result in Line c1. Multiply Line a2 by Line b2 to obtain a total amount for household members 65 and older, and enter the result in Line c2. Add Lines c1 and c2 to obtain a total health care amount, and enter the result in Line 24B. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Household members under 65 years of age</th><th colspan="2">Household members 65 years of age or older</th></tr> </thead> <tbody> <tr> <td style="width: 5%;">a1.</td><td style="width: 40%;">Allowance per member</td><td style="width: 5%;">a2.</td><td style="width: 40%;">Allowance per member</td></tr> <tr> <td>b1.</td><td>Number of members</td><td>b2.</td><td>Number of members</td></tr> <tr> <td>c1.</td><td>Subtotal</td><td>c2.</td><td>Subtotal</td></tr> </tbody> </table>	Household members under 65 years of age		Household members 65 years of age or older		a1.	Allowance per member	a2.	Allowance per member	b1.	Number of members	b2.	Number of members	c1.	Subtotal	c2.	Subtotal	\$
Household members under 65 years of age		Household members 65 years of age or older																
a1.	Allowance per member	a2.	Allowance per member															
b1.	Number of members	b2.	Number of members															
c1.	Subtotal	c2.	Subtotal															
25A	Local Standards: housing and utilities; non-mortgage expenses. Enter the amount of the IRS Housing and Utilities Standards; non-mortgage expenses for the applicable county and household size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$																
25B	Local Standards: housing and utilities; mortgage/rent expense. Enter, in Line a below, the amount of the IRS Housing and Utilities Standards; mortgage/rent expense for your county and household size (this information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter on Line b the total of the Average Monthly Payments for any debts secured by your home, as stated in Line 47; subtract Line b from Line a and enter the result in Line 25B. Do not enter an amount less than zero. <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%;">a.</td><td style="width: 55%;">IRS Housing and Utilities Standards; mortgage/rent Expense</td><td style="width: 40%;">\$</td></tr> <tr> <td>b.</td><td>Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47</td><td>\$</td></tr> <tr> <td>c.</td><td>Net mortgage/rental expense</td><td>Subtract Line b from Line a.</td></tr> </tbody> </table>	a.	IRS Housing and Utilities Standards; mortgage/rent Expense	\$	b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$	c.	Net mortgage/rental expense	Subtract Line b from Line a.	\$							
a.	IRS Housing and Utilities Standards; mortgage/rent Expense	\$																
b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$																
c.	Net mortgage/rental expense	Subtract Line b from Line a.																
26	Local Standards: housing and utilities; adjustment. If you contend that the process set out in Lines 25A and 25B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below:	\$																
27A	Local Standards: transportation; vehicle operation/public transportation expense. You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation. Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 7. ☐ 0 ☐ 1 ☐ 2 or more. If you checked 0, enter on Line 27A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 27A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$																

27B	Local Standards: transportation; additional public transportation expense. If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for your public transportation expenses, enter on Line 27B the "Public Transportation" amount from the IRS Local Standards: Transportation. (This amount is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$									
28	Local Standards: transportation ownership/lease expense; Vehicle 1. Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.) ☐ 1 ☐ 2 or more. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 47; subtract Line b from Line a and enter the result in Line 28. Do not enter an amount less than zero. <table border="1"> <tr> <td>a.</td> <td>IRS Transportation Standards, Ownership Costs</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 1</td> <td>Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$	c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$									
c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.									
29	Local Standards: transportation ownership/lease expense; Vehicle 2. Complete this Line only if you checked the "2 or more" Box in Line 28. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 2, as stated in Line 47; subtract Line b from Line a and enter the result in Line 29. Do not enter an amount less than zero. <table border="1"> <tr> <td>a.</td> <td>IRS Transportation Standards, Ownership Costs</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 2</td> <td>Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$	c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$									
c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.									
30	Other Necessary Expenses: taxes. Enter the total average monthly expense that you actually incur for all federal, state, and local taxes, other than real estate and sales taxes, such as income taxes, self employment taxes, social security taxes, and Medicare taxes. Do not include real estate or sales taxes.	\$									
31	Other Necessary Expenses: mandatory deductions for employment. Enter the total average monthly payroll deductions that are required for your employment, such as mandatory retirement contributions, union dues, and uniform costs. Do not include discretionary amounts, such as voluntary 401(k) contributions.	\$									
32	Other Necessary Expenses: life insurance. Enter total average monthly premiums that you actually pay for term life insurance for yourself. Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.	\$									
33	Other Necessary Expenses: court-ordered payments. Enter the total monthly amount that you are required to pay pursuant to the order of a court or administrative agency, such as spousal or child support payments. Do not include payments on past due obligations included in line 49.	\$									
34	Other Necessary Expenses: education for employment or for a physically or mentally challenged child. Enter the total average monthly amount that you actually expend for education that is a condition of employment and for education that is required for a physically or mentally challenged dependent child for whom no public education providing similar services is available.	\$									
35	Other Necessary Expenses: childcare. Enter the total average monthly amount that you actually expend on childcare - such as baby-sitting, day care, nursery and preschool. Do not include other educational payments.	\$									
36	Other Necessary Expenses: health care. Enter the average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 24B. Do not include payments for health insurance or health savings accounts listed in Line 39.	\$									
37	Other Necessary Expenses: telecommunication services. Enter the total average monthly amount that you actually pay for telecommunication services other than your basic home telephone and cell phone service - such as pagers, call waiting, caller id, special long distance, or internet service-to the extent necessary for your health and welfare or that of your dependents. Do not include any amount previously deducted.	\$									
38	Total Expenses Allowed under IRS Standards. Enter the total of Lines 24 through 37.	\$									
Subpart B: Additional Living Expense Deductions Note: Do not include any expenses that you have listed in Lines 24-37											

39	Health Insurance, Disability Insurance, and Health Savings Account Expenses. List the monthly expenses in the categories set out in lines a-c below that are reasonably necessary for yourself, your spouse, or your dependents. <table border="1"> <tr> <td>a.</td> <td>Health Insurance</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Disability Insurance</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Health Savings Account</td> <td>\$</td> </tr> </table> Total and enter on Line 39 If you do not actually expend this total amount, state your actual total average monthly expenditures in the space below: \$	a.	Health Insurance	\$	b.	Disability Insurance	\$	c.	Health Savings Account	\$	\$
a.	Health Insurance	\$									
b.	Disability Insurance	\$									
c.	Health Savings Account	\$									
40	Continued contributions to the care of household or family members. Enter the total average actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. Do not include payments listed in Line 34.	\$									
41	Protection against family violence. Enter the total average reasonably necessary monthly expenses that you actually incur to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.	\$									
42	Home energy costs. Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities, that you actually expend for home energy costs. You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that the additional amount claimed is reasonable and necessary.	\$									
43	Education expenses for dependent children under 18. Enter the total average monthly expenses that you actually incur, not to exceed \$147.92 per child, for attendance at a private or public elementary or secondary school by your dependent children less than 18 years of age. You must provide your case trustee with documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in the IRS Standards.	\$									
44	Additional food and clothing expense. Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) You must demonstrate that the additional amount claimed is reasonable and necessary.	\$									
45	Charitable contributions. Enter the amount reasonably necessary for you to expend each month on charitable contributions in the form of cash or financial instruments to a charitable organization as defined in 26 U.S.C. § 170(c)(1)-(2). Do not include any amount in excess of 15% of your gross monthly income.	\$									
46	Total Additional Expense Deductions under § 707(b). Enter the total of Lines 39 through 45.	\$									

Subpart C: Deductions for Debt Payment

47	Future payments on secured claims. For each of your debts that is secured by an interest in property that you own, list the name of creditor, identify the property securing the debt, state the Average Monthly Payment, and check whether the payment includes taxes or insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 47.			
	Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance
	a.		\$	☐ yes ☐ no
	Total: Add Lines			\$
48	Other payments on secured claims. If any of debts listed in Line 47 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 47, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page.			
	Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount	
	a.		\$	
	Total: Add Lines			\$
49	Payments on prepetition priority claims. Enter the total amount, divided by 60, of all priority claims, such as priority tax, child support and alimony claims, for which you were liable at the time of your bankruptcy filing. Do not include current obligations, such as those set out in Line 33.			\$
50	Chapter 13 administrative expenses. Multiply the amount in Line a by the amount in Line b, and enter the resulting administrative expense.			
	a.	Projected average monthly Chapter 13 plan payment.	\$	
	b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	x	
	c.	Average monthly administrative expense of Chapter 13 case	Total: Multiply Lines a and b	
				\$
51	Total Deductions for Debt Payment. Enter the total of Lines 47 through 50.			\$

Subpart D: Total Deductions from Income

52	Total of all deductions from income. Enter the total of Lines 38, 46, and 51.	\$
Part V. DETERMINATION OF DISPOSABLE INCOME UNDER § 1325(b)(2)		
53	Total current monthly income. Enter the amount from Line 20.	\$
54	Support income. Enter the monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I, that you received in accordance with applicable nonbankruptcy law, to the extent reasonably necessary to be expended for such child.	\$
55	Qualified retirement deductions. Enter the monthly total of (a) all amounts withheld by your employer from wages as contributions for qualified retirement plans, as specified in § 541(b)(7) and (b) all required repayments of loans from retirement plans, as specified in § 362(b)(19).	\$
56	Total of all deductions allowed under § 707(b)(2). Enter the amount from Line 52.	\$

Deduction for special circumstances. If there are special circumstances that justify additional expenses for which there is no reasonable alternative, describe the special circumstances and the resulting expenses in lines a-c below. If necessary, list additional entries on a separate page. Total the expenses and enter the total in Line 57. You must provide your case trustee with documentation of these expenses and you must provide a detailed explanation of the special circumstances that make such expense necessary and reasonable.

	Nature of special circumstances	Amount of Expense	
a.		\$	
b.		\$	
c.		\$	
		Total: Add Lines	

Total adjustments to determine disposable income. Add the amounts on Lines 54, 55, 56, and 57 and enter the result.

Monthly Disposable Income Under § 1325(b)(2). Subtract Line 58 from Line 53 and enter the result.

Part VI. ADDITIONAL EXPENSE CLAIMS

Other Expenses. List and describe any monthly expenses, not otherwise stated in this form, that are required for the health and welfare of you and your family and that you contend should be an additional deduction from your current monthly income under § 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average monthly expense for each item. Total the expenses.

	Expense Description	Monthly Amount
a.		\$
b.		\$
c.		\$
d.		\$
	Total: Add Lines a, b, c and d	\$

Part VII. VERIFICATION

I declare under penalty of perjury that the information provided in this statement is true and correct. (If this is a joint case, both debtors must sign.)

Date: August 15, 2010

Signature: /s/ Delores Prescott
Delores Prescott
(Debtor)

EXHIBIT 8

Wells Fargo Bank April 4, 2014 Memorandum

In Opposition of Motion to Dismiss

Page 5, Footnote 3

(1) Wells Fargo was a secured creditor with an enforceable mortgage on the subject property, and (2) she was in arrears on that loan. In particular:

- She represented both of these facts in her "Summary of Schedules" filings, which are sworn statements made under the penalty of perjury.³
- When Wells Fargo moved for relief from the automatic stay, Defendant affirmed that she "is behind on payments due on this loan" and requested "an agreement allowing time to catch up on payments." She accompanied that same filing with a certification that Wells Fargo had a secured interest in the subject property, and she incorporated the same note and mortgage at issue here as proof of this fact.⁴
- To resolve Wells Fargo's request for relief from the automatic stay, Defendant agreed to entry of a "Settlement Order" by the Bankruptcy Court. In that order, the Bankruptcy Court recognized that Defendant was in arrears on her note with Wells Fargo, and it specifically enforced against Defendant the same note and mortgage that are at issue in this case.⁵
- At the close of her bankruptcy proceedings, Defendant moved to amend her Chapter 13 plan and acknowledged that she had "abandon[ed] interest in property located at 6365 Saxton Rd., Rembert, SC 29128 to Wells Fargo Home Mortgage." The Bankruptcy Court accepted these representations and approved Defendant's modified plan accordingly.⁶

Despite these uniform, uncontradicted concessions made to the Bankruptcy Court over the course of nearly three years, Defendant now moves for dismissal of this case on grounds that Wells Fargo does not have the right to bring this foreclosure action. Defendant's argument is legally flawed and should be denied for that reason as explained below. However, there is no reason for the Court to even engage in that analysis because Defendant should be estopped from

³ Ex. A, Summary of Schedules, at 11 (Dkt. No. 8 in In re Prescott, Case No. 10-05552-dd (Bankr. D.S.C.) (filed Aug. 15, 2010); Ex. B, Summary of Schedules, at 17 (Dkt. No. 1 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed Mar. 28, 2011)).

⁴ Ex. C, Answer to Motion for Relief from Stay, at 1, 3 (Dkt. No. 27 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed Dec. 22, 2011)).

⁵ Ex. D, Settlement Order, at 2 (Dkt. No. 32 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed Jan. 9, 2012)).

⁶ Ex. E, Motion to Modify Plan, at 1 (Dkt. No. 39 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed June 17, 2013)); Ex. F, Order Confirming Plan at 1 (Dkt. No. 43 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (filed July 17, 2013)).

EXHIBIT 9

Order of Summary Judgment

Signed by Judge Booth January 9, 2015

See Page 2B Paragraph 2

STATE OF SOUTH CAROLINA	)	
	)	BEFORE THE MASTER IN EQUITY
COUNTY OF SUMTER	)	THIRD JUDICIAL CIRCUIT
Wells Fargo Bank, N.A.,	)	Civil Action No. 2010-CP-43-00823
	)	
Plaintiff,	)	
	)	
vs.	)	<u>ORDER</u>
	)	
Delores Prescott and Wells Fargo	)	
Financial Bank (SD),	)	
	)	
Defendants.	)	
	)	

Before the Court are two motions: (1) Wells Fargo Bank, N.A.'s Motion for Summary Judgment; and (2) Wells Fargo's Motion to Strike Delores Prescott's Amended Answer and Counterclaims. The parties fully briefed the issues presented in these motions, and the Court heard oral argument on these motions on November 19, 2014. During that hearing, the Court requested additional briefing from the parties, which was provided.

The Court has fully and carefully considered all of the evidence presented, all written submissions by the parties, and all arguments of counsel. Because there does not appear to be any disputed material fact, and because Wells Fargo is entitled to judgment on all claims and potential counterclaims as a matter of law, the Court grants summary judgment in Wells Fargo's favor.

BACKGROUND

I. Proceedings before the Circuit Court

Based on the evidence presented and arguments of counsel, the following facts are not disputed. This case involves the foreclosure of a note and mortgage that was



secured by real property in Sumter County. Wells Fargo filed its foreclosure complaint on April 16, 2010, which Ms. Prescott answered on May 17, 2010. In her answer, Ms. Prescott did not assert any counterclaims. Wells Fargo is the holder of the note, as it has presented the original note to the Court, and is the servicer of the loan as well.

B. Proceedings before the Bankruptcy Court

Following the close of pleadings, Ms. Prescott commenced voluntary Chapter 13 bankruptcy proceedings in the District of South Carolina. In those proceedings, she responded “NONE” when asked to disclose all “contingent or unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims.” Summary of Schedules at 7 (Dkt. No. 8 in *In re Prescott*, Case No. 10-5552-dd (Bankr. D.S.C. Aug. 15, 2010)) (“*In re Prescott I*”). Ms. Prescott further conceded in her bankruptcy proceedings that Wells Fargo was a creditor with a loan secured by a mortgage on the property at issue in this case. *Id.* at 11. She declared both of these facts to be “true and correct” under penalty of perjury. *Id.* at 31.

The Honorable David R. Duncan, United States Bankruptcy Court Judge, ultimately dismissed that bankruptcy matter because Ms. Prescott had not proposed plan that complied with Chapter 13’s requirements. Order (Dkt. No. 29 in *In re Prescott I* (Jan. 19, 2011).)

Ms. Prescott then filed a second voluntary Chapter 13 bankruptcy case on March 28, 2011. In her second bankruptcy case, Ms. Prescott again conceded that:

- (1) She did not have any counterclaims to pursue; and
- (2) Wells Fargo was a secured creditor with a mortgage on her property in Sumter County.

A handwritten signature in black ink, appearing to be 'WJF' followed by a stylized flourish.

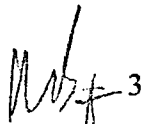
Summary of Schedules at 13 (no counterclaims) and 17 (Wells Fargo is a secured creditor) (Dkt. No. 1 in *In re Prescott*, Case No. 11-1994-dd (Bankr. D.S.C. Mar. 28, 2011)) ("*In re Prescott II*"). Just as before, Ms. Prescott swore to both of these facts under penalty of perjury. *Id.* at 36.

On April 11, 2011, Wells Fargo filed a claim in Ms. Prescott's second bankruptcy proceeding in which it claimed a secured debt of over \$80,000. Wells Fargo's Proof of Claim (Claim No. 3-1 in *In re Prescott II* (Apr. 11, 2011).) Ms. Prescott did not file any objection to this claim.

During the second bankruptcy matter, Wells Fargo moved for relief from the automatic stay that attaches to bankruptcy proceedings so that it could prosecute its foreclosure claim. Motion for Relief from Automatic Stay (Dkt. No. 26 in *In re Prescott II* (Dec. 9, 2011).) As proof of its security interest, Wells Fargo provided the Bankruptcy Court with the same note and mortgage upon which its foreclosure claim is based. *Id.* at 8-17.

In response, Ms. Prescott "certified" the validity of Wells Fargo's factual assertions, conceded that Wells Fargo was a secured creditor, and stated that she is "behind on payments due on this loan," while requesting time to "catch up on payments." Answer to Motion for Relief from Stay (Dkt. No. 27 in *In re Prescott II* (Dec. 22, 2011).) The Bankruptcy Court ultimately granted Wells Fargo's request and held that Ms. Prescott was "in default" of her payments to the bank. Order Granting Relief from Stay (Dkt. No. 35 in *In re Prescott II* (Sept. 26, 2012).)

On June 17, 2013, Ms. Prescott proposed to amend her Chapter 13 plan to abandon her interest in the property that secured Wells Fargo's debt:

 3

The Debtor moves to Amend the confirmed Chapter 13 plan due to abandon interest in property located at 6365 Saxton Rd., Rembert, SC 29128 to Wells Fargo Home Mortgage. Wells Fargo Home Mortgage received relief from stay in September 2012.

Motion to Modify Chapter 13 Plan at 1 (Dkt. No. 39 in *In re Prescott II* (June 17, 2013))

(errors in original). She further verified the effect of this abandonment:

6. Surrender of property: The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: Wells Fargo Home Mortgage; 6365 Saxton Rd., Rembert, SC 29128. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

Id. at 6.

On July 17, 2013, Judge Duncan issued an order confirming the Chapter 13 plan with the modifications proposed by Ms. Prescott. Order Confirming Plan and Resolving Motions (Dkt. No. 43 in *In re Prescott II* (July 17, 2013).)

C. Proceedings Upon Return to Circuit Court

Two months after Judge Duncan confirmed a Chapter 13 plan with Ms. Prescott's proposed amendments, Ms. Prescott moved for leave to file an amended answer and counterclaims for breach of the South Carolina Consumer Protection Code, the South Carolina Unfair Trade Practices Act, and for breach of a fiduciary duty. The Court granted that motion on December 2, 2013.

However, instead of filing such an amended pleading, Ms. Prescott filed a motion on January 3, 2014, to dismiss the complaint in its entirety. The basis for Ms. Prescott's motion was a newfound argument that Wells Fargo was not actually a secured creditor entitled to foreclose on this property. In opposing that motion, Wells Fargo identified the same representations from Ms. Prescott to the Bankruptcy Court that are recited above

Wb# 4

and argued that Ms. Prescott cannot legally avoid foreclosure—particularly when she has already abandoned her interest in this property.

After a hearing, the Court denied Ms. Prescott's motion to dismiss by order dated April 17, 2014. Less than three weeks later, Wells Fargo moved for summary judgment based on the same arguments it used to defeat Ms. Prescott's motion to dismiss.

On August 25, 2014, after Wells Fargo's motion for summary judgment had been pending for nearly four months, Ms. Prescott filed an amended answer and—for the first time—asserted counterclaims against Wells Fargo. Wells Fargo moved to strike this filing.

On November 19, 2014, the Court heard arguments regarding Wells Fargo's motions. Both Wells Fargo and Ms. Prescott were represented by counsel. At the close of that hearing, the Court orally ruled that the doctrines of res judicata and collateral estoppel compel the following results: (1) the parties' loan agreement is enforceable, (2) Ms. Prescott is in default on that note, and (3) Ms. Prescott's counterclaims fail as a matter of law. Additionally, the Court requested further briefing on whether Ms. Prescott could collaterally attack the mortgage through an unclean hands affirmative defense and regarding the legal effect of Ms. Prescott abandoning the property during her bankruptcy proceedings.

The parties have now fully briefed the issues, and Wells Fargo's motions are ripe for decision.

STANDARD OF REVIEW

Rule 56(c), SCRCP, provides that summary judgment should be issued when the evidence collectively shows that "there is no genuine issue as to any material fact and

Wb#5

that the moving party is entitled to judgment as a matter of law.” A party opposing summary judgment “may not rest upon the mere allegations or denials of his pleading,” but instead “must set forth specific facts showing there is a genuine issue for trial.” *Id.* 56(e). Courts are clear that “[t]he purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001).

DISCUSSION

The Court finds that Wells Fargo is entitled to summary judgment on both its foreclosure claim and regarding Ms. Prescott’s counterclaims and defenses because a party cannot make a representation to a court to induce it to rule one way, and then make the opposite representation to a different court to achieve a different outcome. This prohibition is a cornerstone of res judicata, judicial estoppel, and overall fairness.

Judicial estoppel is designed to protect the integrity of the courts by preventing a party from taking “a position in conflict with one earlier taken in the same or related litigation.” *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 251, 489 S.E.2d 472, 477 (1997). In order for this doctrine to apply, a party must attempt to mislead the court by taking two “totally inconsistent” positions in litigation, and it must benefit in some way from a court adopting the party’s first representation. *Cothran v. Brown*, 357 S.C. 210, 215–16, 592 S.E.2d 629, 632 (2004).

Likewise, res judicata is designed to ensure that an issue or claim that was or could have been resolved in prior litigation is not subject to re-litigation. Three elements are necessary for res judicata to attach: (1) the parties or their privies must be the same as in prior litigation; (2) the subject matter must be the same as in prior litigation; and

WBS #6

(3) there must be a prior adjudication by a court of competent jurisdiction. *Pye v. Aycock*, 325 S.C. 426, 432, 480 S.E.2d 455, 458 (Ct. App. 1997).

Here, after this case was commenced, and after she had answered Wells Fargo's complaint, Ms. Prescott represented to the Bankruptcy Court that:

- (1) She owed a debt to Wells Fargo that was secured by the same property at stake in this foreclosure action;
- (2) She did not have any viable counterclaims to assert against Wells Fargo;
- (3) She was behind on her payments to Wells Fargo; and
- (4) She abandoned her interest in the subject property when the Bankruptcy Court confirmed the Chapter 13 plan.

These assertions and concessions make judgment proper in Wells Fargo's favor on its claim and on Ms. Prescott's counterclaims and defenses.

I. Wells Fargo's Foreclosure Claim

Regarding Wells Fargo's foreclosure claim, a party who admits a debt owed in bankruptcy proceedings is barred from later disputing that debt. *See, e.g., Celli v. First Nat'l Bank*, 460 F.3d 289, 295–96 (2d Cir. 2006) (“In summary, we hold that the Chapter 13 bankruptcy confirmation order is res judicata with respect to the debtor's and the Trustee's post-confirmation attempt to avoid a confirmed, recorded lien on the debtor's property where the lien was claimed by FNB at the outset of the bankruptcy proceedings and included by the debtor in his plan.”); *Mbazira v. Litton Loan Servicing, LLP*, Case No. 10-11831-FDS, 2011 U.S. Dist. LEXIS 85271, at *10–11 (D. Mass. July 27, 2011) (“Other courts that have considered post-confirmation attacks on the validity of secured claims have likewise rejected these efforts. . . . Although the matter is typically viewed as a question of res judicata rather than judicial estoppel, several courts of appeals have held

WJ# 7

debtors estopped from challenging the status of secured claims after confirmation.”); *In re Gilbert*, No. 08-84618, 2010 WL 2026520, at *1 (Bankr. N.D. Ga. Mar. 1, 2010) (explaining that a debtor’s decision to surrender property during a bankruptcy proceeding “bars the debtor from maintaining possession of the collateral and from contesting the right of the creditor to foreclose on the property”).

Because Ms. Prescott affirmed her secured debt to Wells Fargo, conceded that she had missed payments, never disputed any of Wells Fargo’s statements about that debt to the Bankruptcy Court, and affirmatively abandoned her interest in the property during bankruptcy proceedings as part of an amendment to her Chapter 13 plan, she is estopped from disputing Wells Fargo’s entitlement to foreclose its lien. Accordingly, Wells Fargo is entitled to judgment as a matter of law on its foreclosure claim.¹

Ms. Prescott argues that those concessions should not prevent her from being able to assert an affirmative defense of unclean hands to Wells Fargo’s foreclosure claim because judicial estoppel operates to bar a litigant from asserting inconsistent facts before different tribunals, but does not apply when a party only presents differing legal theories. The Court disagrees with Ms. Prescott’s argument.

Ms. Prescott’s attempt to present an unclean hands affirmative defense is predicated upon facts that were known by Ms. Prescott at the time she made her bankruptcy filings, but that she never disclosed to the Bankruptcy Court. She could have disclosed these facts in her bankruptcy petitions and filings before that Court, but she did

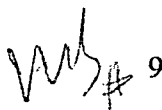
¹ In opposing summary judgment, Ms. Prescott filed an affidavit in which she attempted to create a disputed material fact by contradicting her sworn statements and representations to the Bankruptcy Court. The Court rejects such posturing to create a sham issue of material fact. *See, e.g., Dunes W. Golf Club, LLC v. Town of Mt. Pleasant*, 401 S.C. 280, 311, 737 S.E.2d 601, 617 (2012) (noting parenthetically that “a party cannot take inconsistent positions in an attempt to create a sham issue of material fact”).

not. Instead, she represented that the parties' note and mortgage were valid and enforceable and that Wells Fargo was a secured creditor. Accordingly, res judicata and judicial estoppel prevent Ms. Prescott from asserting a different position before this Court by way of an affirmative defense that is based on facts contrary to those that she asserted during the bankruptcy proceedings.

II. Ms. Prescott's Counterclaims

Ms. Prescott's counterclaims are likewise barred by res judicata and collateral estoppel. Courts are clear a party who does not disclose the existence of a claim on its bankruptcy schedules is precluded from later bringing that claim. *See, e.g., Whitten v. Fred's, Inc.*, 601 F.3d 231, 241 (4th Cir. 2010) ("Judicial estoppel has often been applied to bar a civil lawsuit brought by a plaintiff who concealed the existence of the legal claim from creditors by omitting the lawsuit from his bankruptcy petition."), *overruled in unrelated part by Vance v. Ball State Univ.*, 133 S. Ct. 2434 (2013); *Sprowl v. Pfizer, Inc.*, Case No. 8:08-cv-3316-RBH, 2010 U.S. Dist. LEXIS 30939, at *15 (D.S.C. Mar. 30, 2010) ("[U]pon review, it appears to the court that Plaintiff may actually be judicially estopped from bringing this suit based on Plaintiff's failure to amend his bankruptcy petition to disclose his potential legal claims.").

Ms. Prescott affirmatively stated "NONE"—on two different occasions—when asked by the Bankruptcy Court to disclose all counterclaims she could pursue. As a result, all of Ms. Prescott's counterclaims are barred as a matter of law, irrespective as to whether they are timely asserted under Rule 15, SCRPC. Summary judgment is therefore appropriate in Wells Fargo's favor on Ms. Prescott's counterclaims, and the Court likewise denies as moot Wells Fargo's motion to strike.

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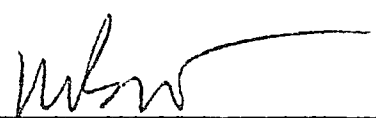
CONCLUSION

The doctrines of judicial estoppel and res judicata are designed to preserve the integrity of the judicial process, to conserve public and private resources by avoiding relitigation of previously-decided issues, and to give parties finality and certainty in judgments. Ms. Prescott's post-bankruptcy arguments in this case run counter to each of these principles and are barred by these doctrines.

For the reasons explained above, the Court grants summary judgment in Wells Fargo's favor on its claim and Ms. Prescott's counterclaims and affirmative defenses. The only issues remaining for resolution are the sum owed to Wells Fargo on its foreclosure claim and whether the mortgage should be reformed to correct an apparent typographical error regarding the legal description of the property, both of which shall be resolved at a damages hearing to be held at a time appointed by the Court after consultation with the parties.

AND IT IS SO ORDERED.

1/9, 2015
Sumter, South Carolina



The Honorable Richard L. Booth
Sumter County Master-In-Equity

EXHIBIT 10

Wells Fargo Bank's Exhibit B

[See page 2 *All Bankruptcy Cases filed within last 8 years*]

EXHIBIT B

BI (Official Form 11/4/10)

United States Bankruptcy Court District of South Carolina		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Prescott, Delores		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): FKA Delores Camon; AKA Delores Camon Prescott		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) XXX-XX-XXXX		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 6365 Saxton Road Rembert, SC ZIP Code 29128		Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code
County of Residence or of the Principal Place of Business: Sumter		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): PO Box 419 Rembert, SC ZIP Code 29128		Mailing Address of Joint Debtor (if different from street address): ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) ☒ Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> ☐ Corporation (includes LLC and LLP) ☐ Partnership ☐ Other (if debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) ☐ Health Care Business ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) ☐ Railroad ☐ Stockbroker ☐ Commodity Broker ☐ Clearing Bank ☐ Other Tax-Exempt Entity (Check box, if applicable) ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11 ☐ Chapter 12 ☒ Chapter 13 ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) ☒ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." ☐ Debts are primarily business debts.
Filing Fee (Check one box) ☒ Full Filing Fee attached ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: ☐ A plan is being filed with this petition. ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information ☒ Debtor estimates that funds will be available for distribution to unsecured creditors. ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors ☒ 1-49 ☐ 50-99 ☐ 100-199 ☐ 200-999 ☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000 ☐ 25,001-50,000 ☐ 50,001-100,000 ☐ OVER 100,000		
Estimated Assets ☐ \$0 to \$50,000 ☐ \$50,001 to \$100,000 ☒ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		
Estimated Liabilities ☐ \$0 to \$50,000 ☐ \$50,001 to \$100,000 ☒ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☐ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion		

Name of Debtor(s):
Prescott, Delores

(This page must be completed and filed in every case)

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Date Filed:
8/02/10

Date Filed:
2/18/05

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Date Filed:

Judge:

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter; I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

☐ Exhibit A is attached and made a part of this petition.

X /s/ JANE RUSCHKY March 28, 2011
Signature of Attorney for Debtor(s) (Date)
JANE RUSCHKY 10004

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

E No.

Exhibit D .

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition:

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).

Voluntary Petition*(This page must be completed and filed in every case)*

Name of Debtor(s):

Prescott, Delores

Signatures**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Delores Prescott

Signature of Debtor Delores Prescott

X

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

March 28, 2011

Date

Signature of Attorney*X /s/ JANE RUSCHKY

Signature of Attorney for Debtor(s)

JANE RUSCHKY 10004

Printed Name of Attorney for Debtor(s)

MOSS & ASSOCIATES, ATTORNEYS P.A.

Firm Name

816 ELMWOOD AVENUE
COLUMBIA, SC 29201

Address

Email: JASON@MOSSATTORNEYS.COM

(803)-933-0202 Fax: (803)-933-9941

Telephone Number

March 28, 2011

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official-Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11, and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

EXHIBIT 11

Wells Fargo Workout Correspondence

Sent to bankruptcy counsel March 31, 2011



Return Mail Operations
P.O. Box 10368
Des Moines, IA 50306-0368

March 31, 2011

0024611 MB 0.382 2461/002461/006267 011 02 AC046G BK063 936

Jane S. Ruschky
Moss & Associates
Attorney At Law
816 Elmwood Ave
Columbia SC 29201-2027



RE: Loan Number 0613248830, Client 936
WORKOUT OPTIONS BANKRUPTCY CASE NUMBER 1101994
Delores Prescott
6365 Saxton Rd Rembert SC 29128

We recently received notice of your clients chapter 13 bankruptcy filing and understand your client may be experiencing some financial difficulties. We hold a lien on the above referenced property. Wells Fargo Home Mortgage would like to make you aware of options that may be available to your clients through this difficult time.

If your client wishes to retain the home, there may be programs available that may assist with this. Depending on your client's specific financial situation and qualifying under investor and any government requirements, we have extended repayment plans as well as possible modification of repayment terms. Your client may also request consideration for assistance under the federal government's Home Affordable Modification Program, and if currently unemployed, consideration under the Home Affordable Unemployment Program.

If you would like our office to consider any of the aforementioned options, please submit the following:

- Written consent from bankruptcy attorney allowing Wells Fargo Home Mortgage to communicate with the mortgagor(s) during the review process.
- Complete copy of bankruptcy schedules A-J (if dated within the last 90 days).
- Signed and dated financial worksheet - enclosed.
- Proof of all income - pay stubs, profit/loss statement (if self employed), disability, rental agreements, etc.
- Reason for hardship letter - explaining reason for default.
 - * For unemployment programs please submit verification of unemployment benefits including name, address, claim effective date, weekly benefit amount and maximum payable benefit amount.



This information should be faxed to (866) 359-5154 or mailed to:

Wells Fargo Home Mortgage
1000 Blue Gentian Road, Suite 300
Mac X9901-01N
Eagan, MN 55121

Should your client's loan qualify for the requested workout option, your office must provide bankruptcy court consent, release or abandonment as applicable in your specific district, prior to final approval of the workout.

Please note any legal actions pending in the bankruptcy matter will continue during the review process.

Should you or your clients have any questions, please feel free to contact us at (800) 274-7025. We look forward to working with you further.

Sincerely,

Wells Fargo Home Mortgage

Please note that if your client has received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from your client personally.

Please be advised that your client's decision to discuss workout options with Wells Fargo Home Mortgage is strictly voluntary. Your client is not obligated to pursue any workout options discussed with us. At your request or your client's request, we will immediately terminate any such discussions should your client no longer wish to pursue these options.

With respect to those loans secured by property located in the State of California, the state Rosenthal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about our debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Call the Homeowner's HOPE(TM) Hotline at (888) 995-HOPE (4673). This Hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N A D 201 Housing Lender



EXHIBIT 12

May 11, 2011 Letter of Approval

From Bankruptcy Counsel for Delores Prescott to discuss

Loan Modification with Wells Fargo Bank

Moss & Associates

ATTORNEYS, P.A.

Charleston Office

2170 Ashley Phosphate Rd., Ste 405
Charleston, SC 29501
(843) 744-3002

816 Elmwood Avenue

Columbia, South Carolina
Telephone (803) 933-0202
Facsimile (803) 933-9941

Greenville Office

11 Caledon Ct., Ste D
Greenville, SC 29615
(864) 272-3413

FACSIMILE COVER SHEET

TO: Wells Fargo Home Mortgage

FAX NO.: 866-359-5154 DATE: 5/11/11

FROM: Moss & Assoc.

RE: Loan Modification

NUMBER OF PAGES INCLUDING THIS ONE: 2

MESSAGE/SPECIAL INSTRUCTIONS: _____

OUR FAX NO.: 803-454-0990 OFFICE NO.: 803-933-0202

PLEASE CALL (803) 933-0202 IF PAGES ARE NOT RECEIVED.

THIS COMMUNICATION CONTAINS CONFIDENTIAL PRIVILEGED INFORMATION AND IS INTENDED ONLY FOR
THE RECIPIENT NAMED ABOVE. RECEIPT OF THIS TRANSMISSION BY ANY PERSON OTHER THAN THE
INTENDED RECIPIENT DOES NOT CONSTITUTE PERMISSION TO EXAMINE, COPY OR DISTRIBUTE THE
ACCOMPANYING MATERIAL. IF YOU RECEIVE THIS FACSIMILE IN ERROR, PLEASE NOTIFY THIS OFFICE BY
TELEPHONE AND RETURN THE ORIGINAL TO US BY MAIL. THANK YOU.

Moss & Associates

ATTORNEYS, P.A.

Charleston Office

2170 Ashley Phosphate Rd., Ste 405
N Charleston, SC 29406
(843) 744-3002

816 Elmwood Avenue
Columbia, South Carolina
Telephone (803) 933-0202
Facsimile (803) 454-0990

Greenville Office

11 Caledon Ct., Ste D
Greenville, SC 29615
(864) 272-3413

May 11, 2011

TO: Wells Fargo Home Mortgage and NACA

FAX: 866-359-5154

RE: Delores Prescott

Bankruptcy Case No: 10-08578

6365 Saxton Road Rembert, SC 29128

Loan Number: 0613248830

To Whom It May Concern:

In my capacity as counsel for the above-referenced debtor(s) in the above-referenced bankruptcy case, I hereby authorize Wells Fargo Home Mortgage and NACA, by its agents, to communicate directly with the Debtor, with such communications restricted to the subject matter of loan modification. In authorizing the same, it is understood that Wells Fargo Home Mortgage and NACA, shall not communicate with the debtor on any other issue.

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact our office at 933-0202. With kindest personal regards, I am,

Very truly yours,

CONSENTED TO:

Date: _____

/s/ J. Steve Huggins

Counsel for Debtor

J. Steven Huggins, Esq.

EXHIBIT 13

Wells Fargo Bank Exhibit A

Prescott's Bankruptcy Filing

Abandoning Her Interest in the Subject Property

Exhibit A

Prescott's Bankruptcy Filing Abandoning
Her Interest in the Subject Property

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE
Delores Prescott

CASE NO: 11-01994-dd
CHAPTER: 13

Debtor(s)

NOTICE AND MOTION TO MODIFY AND
MEMORANDUM IN SUPPORT OF DEBTORS'
MOTION TO MODIFY CHAPTER 13 PLAN AFTER CONFIRMATION

The Debtor moves to Amend the confirmed Chapter 13 plan due to abandon interest in property located at 6365 Saxton Rd., Rembert, SC 29128 to Wells Fargo Home Mortgage. Wells Fargo Home Mortgage received relief from stay in September 2012. The amended plan also abandons interest in the 2008 Nissan Sentra to Santander Consumer USA.

DISCUSSION OF LAW

The United States Bankruptcy Code at 11 U.S.C. §1329 provides for modification of a plan after confirmation as follows:

(a) At any time after confirmation of the plan but before the completion of payments under such plan, the claim, to-

- (1) increase or reduce the amount of payments on claims of a particular class provided for by the plan;
 - (2) extend or reduce the time for such payments; or
 - (3) alter the amount of the distribution to a creditor whose claim is provided for by the plan to the extent necessary to take account of any payment of such claim other than under the plan.
- [§§1322(a), 1322(b), and 1323(c) of this title [11 USCS §§1322(a), (b), and 1323(c)] and the requirements of §1325(a) of this title [11 USCS §1325(a)] apply to any modification under subsection (a) of this section.
- (2) The plan as modified becomes the plan unless, after notice and a hearing, such modification is disapproved.

(c) A plan modified under this section may not provide for payments over a period that expires after three years after the time that the first payment under the original confirmed plan was due, unless the court, for cause, approves a longer period, but the court may not approve a period that expires after five years after such time.

Bankruptcy Rule 3015(g) requires a twenty day notice by mail to creditors as the time to accept or reject a proposed modification of the plan.

Although §1329(a) does not explicitly state what justifies a modification of the confirmed plan, the legislative history states:

After confirmation but before the completion of payments, the debtor may request a modification of the plan, to increase or reduce payments under the plan for a particular class, to extend or reduce the time for payments, or to alter the amount of distribution to a creditor whose claim is provided for by the plan, to the extent necessary to take account of any payment of his claim other than under the plan. [House Report No. 95-595, 95th Cong. 1 St. Sess. 431 (1977)].

CONCLUSION

Debtor(s) meet the requirement of 11 U.S.C. §1329, and is entitled to modification of their Plan. No creditor is prejudiced by this amendment of the Plan and all creditors will receive no less than would have been received under a Chapter 7 Liquidation. Therefore, the proposed modification is in the best interest of the estate.

Date: 6/17/2013

BY: /s/ Jane S. Ruschky
Jane S. Ruschky
Moss & Associates, Attorneys P.A.
816 Elmwood Avenue
Columbia, SC 29201
District Court I.D. #10004
Attorney for the Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:
Delores Prescott

CASE NO. 11-01994-dd
CHAPTER: 13

Debtor(s).

NOTICE OF PLAN MODIFICATION AFTER CONFIRMATION

TO: Debtor, Trustee, All Creditors, and other Parties in Interest

PLEASE TAKE NOTICE that pursuant to 11 U.S.C. § 1329(a), Fed. R. Bankr. P. 3015(g), and Fed. R. Bankr. P. 2002(a)(6), the moving party is filing the attached motion to modify confirmed plan, memorandum, and modified plan.

Any party wishing to object to the proposed modification of the plan must file an objection with the Court, United States Bankruptcy Court, 1100 Laurel Street, Columbia, South Carolina 29201 within twenty-eight (28) days from the date of filing.

Pursuant to SC LBR 9014-4, any objection must be written and properly captioned in accordance with Fed. R. Bankr. P. 9004, set forth with particularity the reasons for the objection, and be served on the attorney below, the chapter 13 trustee, and other parties in interest and filed with the Court not later than the deadline given above. Any objecting party failing to comply with this procedure may be denied the opportunity to appear and be heard by the Court, and the modified plan may be confirmed.

If an objection is filed within twenty-eight (28) days after the date of filing, a hearing on the objection will be scheduled and notice of such hearing will be given.

The undersigned hereby certifies that he/she has properly served this notice and the accompanying plan and related motions on the parties listed above.

Date: 6/17, 2013

/s/ Jane S. Ruschky

Signature of Attorney

Jane S. Ruschky, Esq.

Moss & Associates, Attorneys, P.A.
816 Elmwood Ave. Columbia, SC 29201
(803)933-0202

10004

District Court I.D. Number

EXHIBIT A TO SC LBR 3015-1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:
DEBTOR(S)

DELORES PRESCOTT

CASE NO: 11-01994-dd
CHAPTER: 13

NOTICE, AMENDED CHAPTER 13 PLAN,
MOTIONS TO VALUE SECURITY, AVOID
JUDICIAL LIEN, AVOID A NONPURCHASE-
MONEY, NONPOSSESSORY
NONPOSSESSORY SECURITY
INTEREST AND LIEN, AND/OR TO ASSUME
OR REJECT AN EXECUTORY
CONTRACT/UNEXPIRED LEASE

DEBTOR(S)

I. NOTICE TO CREDITORS AND PARTIES IN INTEREST: The debtor¹ has filed a chapter 13 bankruptcy case and listed you as a creditor or interested party. The debtor has filed the following chapter 13 plan and motions which may affect your rights. **Failure to object may constitute an implied acceptance of and consent to the relief requested in this document.**

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is filed. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase-Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

¹When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption claimed	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
--	--	--------------------------	-------------------	----------------------------------	--	---

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien.²

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption claimed	Estimated judicial lien	Judicial lien Not avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)
--	--	--------------------------	-------------------	-------------------------	--	---

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)
--	--	-------------------------------------	------------------------------	------------------------------------	---

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)
--	---------------------------	---	---	---

III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of \$ 470 per month for a period of 26 months to be followed by \$245 per month for a period of 34 months, unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as

²For co-owned property, see In re Ware, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.

unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payment as follows:

A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of **\$ 3,000** for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of **\$ 601** was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse \$500.00 to the attorney from the initial disbursement.³ Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments to creditors.

2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$_____ and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$_____ or less.

B. Secured Creditor Claims: The plan treats secured claims as follows:

1. **General Provisions:** The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4)). Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. **Long-term or mortgage debt. No default:** The debtor is current on obligations to (Creditor Name) and will continue regular payments directly to that creditor. Description of collateral: Address of Property

3. **Long term or mortgage debt. Curing default:** 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to _____ at the rate of \$____ or more per month, for____, along with (0)% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified

³The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and authorized under the terms of the applicable Procedures for Approval of Attorney's Fees in Chapter 13 Cases.

in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning _____, the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance: The trustee shall pay _____ the sum of \$ _____ or more per month, along with 5.25 % interest until the secured claim of \$ _____ established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien): The trustee shall pay _____ the sum of \$ _____ or more per month, along with (5.25) % interest until the allowed secured claim is paid in full.

6. Surrender of property: The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: Wells Fargo Home Mortgage: 6365 Saxton Rd., Rembert, SC 29128.
. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: Santander Consumer USA: 2008 Nissan Sentra.
. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt: The trustee shall pay (creditor name) the sum of \$ (payment amount) or more per month until the (net balance or value) of creditor's secured claim plus (percentage) % interest has been paid. If the lien is to be valued, the debtor shall file a separate motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to (name of DSO creditor), at the rate of \$ (amount) or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was

filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of \$ (payment amount) or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor (does not) propose to pay 100% of general unsecured claims.

V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER

CONFIRMATION: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Pay order request or other plan provisions not inconsistent with the above:
Children's Specialized Hospital
150 New Providence Hospital
Mountainside, NJ 07092

Date: June 17, 2013

BY: /s/ Jane S. Ruschky
Attorney for the Debtor/*Pro Se* Debtor
District Court I.D. 10004

CERTIFICATE OF SERVICE

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The parties served are individually listed on the accompanying list or mailing matrix.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:
Delores Prescott

CASE NO: 11-01994-dd
CHAPTER: 13

CERTIFICATE OF MAILING

Debtor(s).

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE PROPERLY SERVED THE FOREGOING
AMENDED CHAPTER 13 PLAN TO THE TRUSTEE, CM/ECF:

Joy S. Goodwin, Chapter 13 Trustee (CM/ECF)

See Attached List

DATE 6/17/2013

/s/ Amber Miller
Moss & Associates, Attorneys, P.A.
816 Elmwood Ave
Columbia, SC 29201

PROOF OF SERVICE

I, the undersigned Legal Secretary of the law offices of Womble Carlyle Sandridge & Rice LLP, Attorneys for Respondent, do hereby certify that I have served the below parties in this action with a copy of the pleading(s) specified below by mailing a copy of the same, postage prepaid, to the following address(es):

Pleading: Respondent's Opposition to Motion to Hold in Abeyance

Parties Served: Delores Prescott
10 Skytop Gardens, Apt. 23
Parlin, New Jersey 08859

Appellant



Edwin T. Mathis

June 5, 2015