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SEP 01 2015

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

SC Court of Appeals

Appellate Case No. 2015-001717

Branch Banking and Trust Company Respondent,

v.

Richard Brady a/k/a Rick Brady; First Community Bank; County of Richland; and East Richland
County Public Service District, Defendants,

Of whom Richard Brady a/k/a Rick Brady is Appellant.

MEMORANDUM IN SUPPORT OF VERIFIED PETITION
FOR ORDER GRANTING WRIT OF SUPERSEDAS

The Appellant is in jeopardy of losing his home, a 4,600+ square foot house on a 4.61 acre parcel near Lake Murray, which is scheduled for sale by the Master in Equity on September 8, 2015.

In order to stay the foreclosure sale, the Appellant has offered an Appeal Bond (attached to his Petition), an undertaking executed by the Appellant, with two sureties, prepared in accordance with S.C. Code Ann. §18-9-170, which provides, in relevant part, as follows:

... When the judgment directs the sale of land to satisfy a mortgage thereon or other lien, the undertaking shall provide that in case the judgment appealed from be affirmed and the land be finally sold for less than the judgment debt and costs then the appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaking to the time of the sale, but not exceeding the amount of such deficiency, which sum shall be duly entered as a payment on the judgment;

The Plaintiff's Exception to Appeal Bond asserted that "the Appeal Bond was not filed with the Notice of Appeal and was therefore not timely under S.C. Code Ann. §18-9-200." In response, the Appellant would show:

(1) Said statute does not require that the Appeal Bond be filed with the Notice of Appeal; and

(2) Rule 241(c) provides that any party may move for an order imposing supersedeas “after service of the notice of appeal.”

The Appellant has attempted to comply precisely with said statute although he believes that no undertaking of more than a nominal amount should be required under the circumstances.

The Respondent’s judgment debt is presently about \$136,000.00. It is secured by a first mortgage on the Respondent’s residence, which has a value in the range of \$450,000 to \$540,000, based upon an appraisal (dated February 25, 2015) and the listing agreement (dated March 16, 2015), respectively, copies of which are attached to the Appellant’s Petition.

In other words, the Plaintiff’s judgment debt is secured by real property with a value of between 330% and 397% of the said debt. What more protection does the Plaintiff need?

In construing the subject code section, the Supreme Court, in Gerald v. Gerald, 30 S.C. 348, 352, 95 S.E.274 (1889), stated that, “[t]he manifest object of the undertaking required for the purpose of staying a sale pending an appeal, is to protect the respondent, as far as practicable, for any damage which may ensue from the delay, caused by the appeal, in enforcing his claim.”

The risk to the Plaintiff of collecting the full amount of its debt, assuming that it prevails in the appeal, is effectively ZERO.

The Appeal Bond would only come into play if the Respondent failed to realize full payment of its debt from the sale of the Appellant’s residence. In this case, the Plaintiff is not seeking a deficiency judgment, but it expects to have its debt paid in full from the proceeds of the sale. It is unrealistic to believe that, in light of the value of the mortgaged property, the Respondent would be the only bidder at the foreclosure sale of the Appellant’s property or that the successful

bid would be less than the Respondent's total debt.

The Respondent would be entitled to nothing under the appeal (for waste and use of the property) if its judgment debt is paid in full. Gerald, id., at p. 355 ("... the legislature did not intent that the amount secured [by the undertaking] should be paid to the plaintiff or respondent *at all events*, but only in case such payment should be necessary to supply any deficiency in realizing the debt, the enforcement of which would be delayed by the appeal.")

In conclusion, the Appeal Bond, which is executed by the Appellant and two sureties: William P. Brady (brother of the Appellant) and Ryan Brady (son of the Appellant), each of which executed an Affidavit of Surety, conforms with the requirements of Sections 18-9-170 and 210 and should be accepted as complete protection of the Respondent, which, in reality, is in no need of additional protection beyond its mortgage.

Respectfully submitted,



Leonard R. Jordan, Jr.
JORDAN LAW FIRM
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Columbia, South Carolina 29209
(803) 726-1950 Tel
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ljordan@ljordanlaw.com
Attorney for Appellant, Richard Brady a/k/a
Rick Brady

Columbia, South Carolina
September 1, 2015

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Appellate Case No. 2015-001717

Branch Banking and Trust CompanyRespondent,

v.

Richard Brady a/k/a Rick Brady; First Community Bank; County of Richland; and East Richland
County Public Service District, Defendants,

Of whom Richard Brady a/k/a Rick Brady isAppellant.

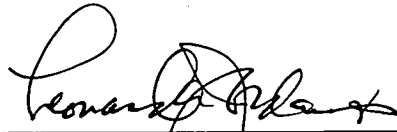
AFFIDAVIT OF LEONARD R. JORDAN, JR.

The undersigned, being duly sworn, deposes and says:

1. I am the attorney of record for the Appellant, Richard Brady a/k/a Rick Brady.

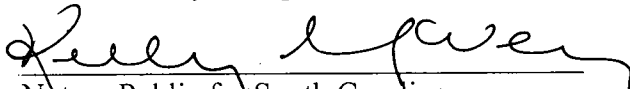
2. I hereby certify, as an officer of the court, that I have sent the Verified Petition for
Order Granting Writ of Supersedeas and Request for Ex Parte Relief or Emergency Hearing to the
counsel of record via email, as follows: vanceb@scottandcorley.com; hoganl2@rcgov.us; and
jsilver@tcjps.com.

3. I further certify, as an officer of the court, that the matters stated in the said Verified
Petition for Order Granting Writ of Supersedeas and Request for Ex Parte Relief or Emergency
Hearing constitute extraordinary and exigent circumstances, which will cause immediate and
irreparable injury, loss or damage to the Appellant if the requested relief (especially the
cancellation of the foreclosure sale scheduled for September 8, 2015) is not granted on an
emergency basis.



Leonard R. Jordan, Jr.

SUBSCRIBED AND SWORN to before
me this 1st day of September, 2015



Notary Public for South Carolina

My Commission Expires: 6/17/24

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
 CASE NO.: 2014-CP-40-5244

Branch Banking and Trust Company,)
)
 Plaintiff,)

vs.)

APPEAL BOND

Richard Brady a/k/a Rick Brady; First)
 Community Bank; County of Richland; and)
 East Richland County Public Service)
 District,)
)
 Defendants.)

A Master in Equity's Order Granting Summary Judgment and Decree of Foreclosure and Sale was filed herein on July 17, 2015, and an Order Granting Motion to Stay Sale and Denying Motion to Reconsider was filed herein on August 5, 2015 (collectively the "Judgment").

The Judgment directs the foreclosure sale of the residence of the Defendant, Richard Brady ("Defendant"), known as 3240 Dreher Shoals Road, Irmo, South Carolina (the "Property").

The said Defendant, as Appellant, timely filed a Notice of Appeal of the Judgment in the Office of the Court of Appeals for South Carolina on August 12, 2015.

The Defendant/Appellant desires to suspend the enforcement of the Judgment pending the determination of the appeal.

COMMITMENT BY APPELLANT

The undersigned Defendant/Appellant commits that, during his possession hereafter of the Property, he will continue to maintain homeowner's insurance on the Property and will not commit or suffer to be committed any waste on the Property and that, if the Judgment is affirmed, he will pay to the Plaintiff the value of the use and occupation of the Property hereafter, such obligation

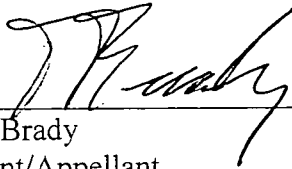
to be not in excess of the amount of the Plaintiff's judgment debt, if any, which remains unpaid after receipt by the Plaintiff of the proceeds of the foreclosure sale of the Property.

PROMISE TO PAY

The undersigned sureties jointly and severally promise to pay to the Plaintiff the amount required to pay for any waste to the Property committed hereafter and the value of the use and occupation of the Property hereafter, such obligation to be not in excess of the amount of the Plaintiff's judgment debt, if any, which remains unpaid after receipt by the Plaintiff of the proceeds of the foreclosure sale of the Property.

The foregoing promise to pay shall only apply if the Judgment so appealed is, in all respects, affirmed.

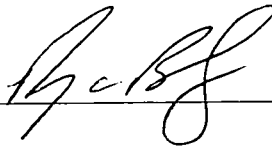
If the undersigned shall faithfully fulfill the conditions set forth above, this obligation is void; otherwise it is to remain in full force and effect until declared void by a court of competent jurisdiction.



Richard Brady
Defendant/Appellant

William P. Brady

Address: PO Box 9286
Columbia SC 29290



Address: 536 Suttalee Ln
Irmo, S.C. 29063

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2014-CP-40-5244

Branch Banking and Trust Company,)
)
Plaintiff,)

vs.)

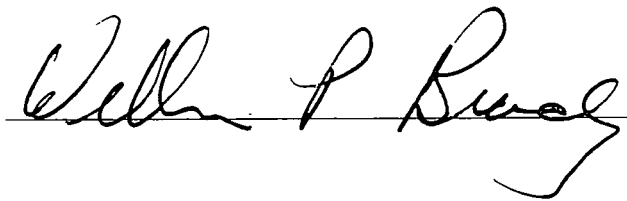
Richard Brady a/k/a Rick Brady; First)
Community Bank; County of Richland; and)
East Richland County Public Service)
District,)
)
Defendants.)

AFFIDAVIT OF SURETY


PERSONALLY APPEARED before me the undersigned, who, upon being duly sworn,
states and affirms as follows:

1. I, as surety, executed the Appeal Bond to be submitted in connection with the
appeal by the Defendant, Richard Brady, of the Judgment entered in this case, the purpose of which
Appeal Bond being to suspend the involuntary sale of Mr. Brady's residence.

2. I am worth at least double the amount of the obligation specified in the Appeal
Bond.



SWORN to and subscribed before me
this 26 day of August, 2015

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 4/14/21

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2014-CP-40-5244

Branch Banking and Trust Company,)
)
Plaintiff,)

vs.)


Richard Brady a/k/a Rick Brady; First)
Community Bank; County of Richland; and)
East Richland County Public Service)
District,)
)
Defendants.)

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2. I am worth at least double the amount of the obligation specified in the Appeal
Bond.



SWORN to and subscribed before me
this 26th day of August, 2015

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 1-6-2020

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Branch Banking and Trust Company,

PLAINTIFF,

VS.

Richard Brady a/k/a Rick Brady; First
Community Bank; County of Richland; and
East Richland County Public Service District,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2014-CP-40-5244

PLAINTIFF'S EXCEPTION TO APPEAL
BOND

(141008.01016)

Pursuant to S.C. Code Ann. §18-9-210, Plaintiff hereby makes formal notice of its exception to the Appeal Bond presented to the Court by Defendant Richard Brady at the hearing before the Honorable Joseph Strickland, Master-in-Equity for Richland County on August 27, 2015.

In making this exception, Plaintiff would state that the Appeal Bond was not filed with the Notice of Appeal and was therefore is not timely under S.C. Code Ann. § 18-9-200. Plaintiff is uncertain as to whether the Appeal Bond was filed with the Clerk of Court.

To the extent that the Appeal Bond may be considered by the Court, Plaintiff asserts that it was not served with the Appeal Bond until August 27, 2015, and that its exception should therefore be considered as timely as it is made within ten days of receipt.

The ground for Plaintiff's exception is that the appeal bond does not contain information sufficient to assure Plaintiff as to the financial ability of the sureties offered to cover the obligations of the Appeal Bond. Further the Bond does not specify a specific amount to which the sureties are obligating themselves, which Plaintiff is informed and believes should be set at

amount worth twice the value of the amount of the total judgment. Plaintiff therefore does not believe that its interests are being adequately protected pursuant to S.C. Code Ann. § 18-9-170.

Respectfully Submitted:

SCOTT AND CORLEY, P.A.

By: 

Ronald C. Scott, SC Bar #4996

J. Harrison Rushion, SC Bar #100406

Reginald P. Corley, SC Bar #69453

Andrew M. Wilson, SC Bar #72553

Angelia J. Grant, SC Bar #78334

Andrew M. Sullivan, SC Bar #100464

Vance L. Brabham, III, SC Bar #71250

William S. Koehler, SC Bar #74935

ATTORNEYS FOR PLAINTIFF

2712 Middleburg Drive, Suite 200

Columbia, SC 29204

803-252-3340

Appraisal Report

Uniform Residential Appraisal Report

659747-1786123 File # 15022002

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

PROPERTY ADDRESS: 3240 DREHER SHOALS RD, City IRMO, State SC, Zip Code 29063

BORROWER: RICHARD BRADY, Owner of Public Record RICHARD BRADY, County RICHLAND

LEGAL DESCRIPTION: DB 1173 PG 963

ASSESSOR'S PARCEL #: 03301-02-02, Tax Year 2013, R.E. Taxes \$ 2,161

NEIGHBORHOOD NAME: IRMO, Map Reference 03301-02-02, Census Tract 103.06

OCCUPANT: Owner Tenant Vacant, Special Assessments \$ 0, PUD, HOA \$ 0, per year, per month

PROPERTY RIGHTS APPRAISED: Fee Simple Leasehold Other (describe)

ASSIGNMENT TYPE: Purchase Transaction Refinance Transaction Other (describe)

LENDER/CLIENT: AMERICAN ADVISORS GROUP, Address 3800 WEST CHAPMAN AVENUE, 3RD FLOOR, ORANGE, CA 92668

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No

Report date source(s) used, offering price(s), and date(s). DOM 212-LISTED 08/01/2014 \$624,900, EXPIRED 3/01/2015 (CMLS#359966), NO OTHER LISTINGS PAST 12 MONTHS, COUNTY TAX RECORDS, CONSOLIDATED MULTIPLE LISTING SERVICE (CMLS).

CONTRACT: I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ _____ Date of Contract _____ Is the property seller the owner of public record? Yes No Data Source(s) _____

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No

If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD: Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics	One-Unit Housing Trends	One-Unit Housing	Present Land Use %
Location <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE AGE One-Unit 90 %	
Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000) (yrs) 2-4 Unit %	
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	5 Low 0 Multi-Family %	
Neighborhood Boundaries SUBJECT IS BOUND TO THE NORTH BY HWY 76, TO THE EAST BY THE TOWN OF IRMO, TO THE SOUTH BY LAKE MURRAY BLVD. AND TO THE WEST BY LAKE MURRAY		500 High 90 Commercial %	
		125 Pred. 25 Other 10 %	

Neighborhood Description THE SUBJECT IS LOCATED ON DREHER SHOALS RD, APPROX 1 MILE FROM THE TOWN LIMITS OF IRMO WHERE SHOPPING, EMPLOYMENT, ENTERTAINMENT AND PLACES OF WORSHIP CAN BE FOUND. THE NEIGHBORHOOD IS MADE UP OF MIXED SIZED RESIDENCES OF MIXED CONSTRUCTION. 10% OTHER IS VACANT.

Market Conditions (including support for the above conclusions) LOCATION IS WITHIN REASONABLE PROXIMITY TO ALL REQUIRED SERVICES & THOROUGHFARES, PROVIDING APPEAL AND MARKETABILITY TO THE AREA. MARKETING TIMES ARE TYPICALLY 3 TO 6 MONTHS. MARKET CONDITIONS APPEAR STABLE. SPECIAL FINANCING CONCESSIONS HAVE MINIMAL OR NO AFFECT UPON VALUE.

SITE: Dimensions SEE ATTACHED PLAT Area 4.61 ac Shade MOSTLY RECTANGULAR View N:Res

Specific Zoning Classification RU Zoning Description RURAL DISTRICT - SINGLE FAMILY RESIDENTIAL PERMITTED

Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe THE PROPERTY IS CURRENTLY IN HIGHEST AND BEST USE

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private

Electricity Water Street ASPHALT

Gas NONE Sanitary Sewer Alley NONE

FEMA Special Flood Hazard Area Yes No FEMA Flood Zone x FEMA Map # 45075C0025H FEMA Map Date 02/20/2002

Are the utilities and off-site improvements typical for the market area? Yes No If No, describe UTILITIES ARE TYPICAL FOR THE AREA

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe

NO ADVERSE EASEMENTS OR ENCROACHMENTS WERE NOTED. NO EXTERNAL OBSOLESCENCE NOTED.

IMPROVEMENTS:

General Description	Foundation	Exterior Description	Interior
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Crawl Space	Foundation Walls BRICK/AVE	Floors CPT.WOOD.TILE/AVE
# of Stories 2	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls BRICK/AVE	Walls SHEETROCK/AVE
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 0 sq.ft.	Roof Surface COMP SHING/AVE	Trim/Finish WOOD/AVE
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts ALUMINUM/AVE	Bath Floor TILE/AVE
Design (Style) TRADITIONAL	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type DBL.PANE/AVE	Bath Wainscot TILE/AVE
Year Built 1990	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated YES/YES/AVE	Car Storage <input type="checkbox"/> None
Effective Age (Yrs) 10	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens HALF/AVE	<input checked="" type="checkbox"/> Driveway # of Cars 1
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities <input type="checkbox"/> Woodstove(s) # 0	Driveway Surface CONC/DIRT
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel ELECTRIC	<input checked="" type="checkbox"/> Fireplace(s) # 1 <input type="checkbox"/> Fence NONE	<input checked="" type="checkbox"/> Garage # of Cars 4
<input checked="" type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuffite	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck PATIO <input checked="" type="checkbox"/> Porch FCPO,RCPO	<input type="checkbox"/> Carport # of Cars 0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Pool IG GUNITE <input checked="" type="checkbox"/> Other SPRK,PLHS	<input checked="" type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in
Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe) FORMICA COUNTERTOPS			
Finished area above grade contains: 8 Rooms 3 Bedrooms 3.1 Bath(s) 4,622 Square Feet of Gross Living Area Above Grade			
Additional features (special energy efficient items, etc.) COVERED FRONT PORCH, COVERED REAR PORCH, POOL HOUSE, IN-GROUND POOL GUNITE, SECURITY SYSTEM, FIREPLACE, SPRINKLER SYSTEM.			

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3:No updates in the prior 15 years.THERE WERE NO FUNCTIONAL OR EXTERNAL INADEQUACIES NOTED. SUBJECT IS CONSIDERED TO BE IN GOOD CONDITION. PER THE HOMEOWNER THE FOLLOWING RENOVATIONS/UPDATES HAVE BEEN RECENTLY COMPLETED. 1-5 years 200- PT INTERIOR PAINTED, PT NEW CARPET, 6-10 years 200- NEW SHINGLES, EXTERIOR PAINTED, NEW MOISTURE BARRIER IN CRAWL, NEW WATER HEATER, NEW HVAC DUCTS, NEW HVAC UNIT.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe

NO PHYSICAL DEFICIENCIES OR ADVERSE CONDITIONS NOTED DURING THE INSPECTION THAT WOULD AFFECT THE LIVABILITY OR SOUNDNESS OF THE SUBJECT PROPERTY.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

THE SUBJECT PROPERTY CONFORMS TO THE NEIGHBORHOOD.

Uniform Residential Appraisal Report

658747-17861235
File # 15022002

There are 6 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 293,000 to \$ 888,888					
There are 6 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 305,000 to \$ 575,000					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	3240 DREHER SHOALS RD IRMO, SC 29063	123 BLUE CHURCH CT COLUMBIA, SC 29212	4 COTTING CT IRMO, SC 29063	114 RIVER CREEK DR IRMO, SC 29033	
Proximity to Subject		2.95 MILES S	3.47 MILES NE	4.40 MILES NE	
Sale Price	\$	\$ 370,000	\$ 622,000	\$ 370,000	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 92.94 sq.ft.	\$ 110.28 sq.ft.	\$ 102.01 sq.ft.	
Data Source(s)		cmLS#338562;DOM 356	CMLS# 350318;DOM 9	CMLS# 361968;DOM 43	
Verification Source(s)		CMLS, COUNTY TAX RECORDS	CMLS, COUNTY TAX RECORDS	CMLS, COUNTY TAX RECORDS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		ArmLth Conv:0		ArmLth Conv:3550	0
Date of Sale/Time		s09/14;c09/14		s08/14;c03/14	
Location	N;Res:	N;Res:		N;Res:	
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE	
Site	4.61 ac	2.9 ac	0 1.76 ac	0 3.48 ac	0
View	N;Res:	N;Res:		N;Res:	
Design (Style)	DT2;TRADITIONAL	DT2;COUNTRY	0 DT2;TRADITIONAL	DT1;5;TRADITIONAL	0
Quality of Construction	Q3	Q3	Q2	-50,000 Q3	
Actual Age	25	26	0 10	0 16	0
Condition	C3	C3		C3	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	0 Total Bdrms. Baths	0 Total Bdrms. Baths	0
Room Count	8 3 3.1	8 4 2.1	-2,000 11 6 4.1	-2,000 8 4 2.0	-3,000
Gross Living Area	4,622 SQ.FT.	3,981 SQ.FT.	-32,050 5,640 SQ.FT.	-50,900 3,627 SQ.FT.	-49,750
Basement & Finished Rooms Below Grade	0sf	1119sf1119sfwu 1r0br1.0ba1o	0 0sf	1050sf1050sfwu 1r1br1.0ba1o	-2,000
Functional Utility	AVERAGE	AVERAGE		AVERAGE	
Heating/Cooling	FWACENTRAL	FWACENTRAL		FWACENTRAL	
Energy Efficient Items	WINDOWS	WINDOWS		WINDOWS	
Garage/Carport	4ga1ow	2ga1ow	-6,000 4ga1ow	2ga1ow	-6,000
Porch/Patio/Deck	FCPO,RCPO,PATIO	CPO,SCRN,PATIO	0 CPO,PATIO	+2,000 PCH,DECK	0
MISC	FENCE,POOL	4FP,POOL	-6,000 FP,FENCE,POOL	-2,000 FP	-15,000
MISC	SEC.SPRNK,PLHS	SEC.SPRNK	+5,000 SEC.SPRNK,VAC	+3,000 SPRNK	+6,000
MISC	NA	NA		NA	
Net Adjustment (Total)			\$ 37,050	\$ -99,900	\$ 77,750
Adjusted Sale Price of Comparables		Net Adj. 10.0 % Gross Adj. 14.3 %	Net Adj. 16.1 % Gross Adj. 17.7 %	Net Adj. 21.0 % Gross Adj. 22.1 %	
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain		SALE/TRANSFER HISTORY OF THE SUBJECT AND COMPARABLES WAS DONE. COMP 3 SOLD 02/24/2015.			
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.					
Data Source(s) CMLS, COUNTY TAX RECORDS					
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.					
Data Source(s) CMLS, COUNTY TAX RECORDS					
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).					
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3	
Date of Prior Sale/Transfer			11/11/2013	12/15/2016	
Price of Prior Sale/Transfer			\$0	\$0	
Data Source(s)	CMLS, TAX RECORDS	CMLS, TAX RECORDS	CMLS, TAX RECORDS	CMLS, TAX RECORDS	
Effective Date of Data Source(s)	03/03/2015	03/03/2015	03/03/2015	03/03/2015	
Analysis of prior sale or transfer history of the subject property and comparable sales NO SALES NOTED FOR THE SUBJECT IN THE PAST 36 MONTHS. COMP 2 PREVIOUSLY TRANSFERRED 11/11/2013 FOR \$0 (QUIT CLAIM DEED). COMP 3 PREVIOUSLY TRANSFERRED 12/15/2016 FOR \$0 (QUIT CLAIM DEED). NO OTHER SALES NOTED FOR THE COMPS IN THE PAST 12 MONTHS.					
Summary of Sales Comparison Approach SALE 2 SOLD OVER 6 MONTHS BUT LESS THAN 12 MONTHS FROM THE EFFECTIVE DATE AND WAS USED DUE TO A LACK OF SALES AS SIMILAR TO THE SUBJECT THAT SOLD IN THE PAST 6 MONTHS. ALL SALES ARE OVER 1 MILE FROM THE SUBJECT AND WERE USED DUE TO A LACK OF SALES AS SIMILAR TO THE SUBJECT THAT WERE WITHIN 1 MILE. THE SALES CHOSEN WERE THE RESULT OF A SEARCH OF PUBLIC RECORDS AND MLS FOR THE PAST 12 MONTHS. ALL ADJUSTMENTS ARE WITHIN RECOMMENDED GUIDELINES.					
Indicated Value by Sales Comparison Approach \$ 450,000					
Indicated Value by: Sales Comparison Approach \$ 450,000 Cost Approach (if developed) \$ 473,215 Income Approach (if developed) \$					
THE FINAL OPINION OF MARKET VALUE WAS DETERMINED BY THE MARKET APPROACH WITH CONSIDERATION OF THE COST APPROACH. THE INCOME APPROACH IS NOT TYPICALLY USED FOR SINGLE FAMILY RESIDENCES NOT FUNCTIONING AS INCOME PRODUCING ENTITIES. EXPOSURE TIME FOR THE SUBJECT IS 3-6 MONTHS.					
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. APPRAISAL WAS PREPARED WITH THE SUBJECT IN "AS-IS" CONDITION. NO REPAIRS NOTED. NO PERSONAL PROPERTY INCLUDED IN FINAL OPINION OF VALUE.					
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 450,000 as of 02/25/2015, which is the date of inspection and the effective date of this appraisal.					

Uniform Residential Appraisal Report

658747-17861235
File # 15022002

SEE STATEMENT OF LIMITING CONDITIONS ATTACHED. THIS APPRAISAL REPORT IS TO EVALUATE THE PROPERTY THAT IS THE SUBJECT OF THIS APPRAISAL FOR A MORTGAGE FINANCE TRANSACTION AND FHA-INSURABILITY FOR THE STATED LENDER/CLIENT AND ITS ASSIGNS ONLY. THIS REPORT IS NOT INTENDED FOR ANY OTHER USE. ALL ELECTRONIC SIGNATURES IN THIS REPORT HAVE A SECURITY FEATURE MAINTAINED BY INDIVIDUAL PASSWORDS FOR EACH SIGNING APPRAISER. NO PERSON CAN ALTER THE APPRAISAL WITH THE EXCEPTION OF THE ORIGINAL SIGNING APPRAISER. THIS REPORT ALSO CONTAINS DIGITAL PHOTOS WHICH HAVE NOT BEEN ALTERED.

THE COST APPROACH IS NOT TO BE USED FOR INSURABLE VALUE. THIS APPRAISAL DOES NOT INDICATE INSURABLE VALUE. IT IS CONSIDERED OUTSIDE THE SCOPE OF THE REPORT AND THE EXPERTISE OF THE APPRAISER TO ESTIMATE INSURABLE VALUE FOR THE SUBJECT PROPERTY. THE INDICATED SITE VALUE MAY NOT BE SUBTRACTED FROM THE MARKET APPROACH OR FINAL VALUE TO ACHIEVE INSURABLE VALUE.

THIS APPRAISAL WAS PERFORMED TO FHA STANDARDS. AT THE TIME OF INSPECTION ALL UTILITIES WERE FOUND TO BE ON AND IN WORKING CONDITION. ALL PLUMBING, MECHANICAL AND ELECTRICAL HAVE BEEN INSPECTED PER FHA APPRAISAL GUIDELINES AND FOUND TO BE OPERATIONAL AT THE TIME OF INSPECTION. A HEAD AND SHOULDERS VISUAL INSPECTION OF THE ATTIC AND CRAWL SPACE WAS DONE PER FHA GUIDELINES. A REPRESENTATIVE AMOUNT OF WINDOWS AND ELECTRICAL OUTLETS HAVE BEEN TESTED. THE ROOF HAS AT LEAST TWO YEARS REMAINING PHYSICAL LIFE. ESTIMATED LIFE EXPECTANCY OF THE ROOF IS 10-15 YEARS. NO READILY OBSERVABLE DEFICIENCIES NOTED. THE SUBJECT CONFORMS TO MINIMUM HUD STANDARDS AS OUTLINED BY HANDBOOKS 4150.2 AND 4905.1, AND ALL APPLICABLE MORTGAGEE LETTERS.

HUD/FHA IS AN ADDITIONAL INTENDED USER. THE INTENDED USE OF THE APPRAISAL IS TO SUPPORT FHA'S DECISION TO PROVIDE MORTGAGE INSURANCE ON THE REAL PROPERTY THAT IS THE SUBJECT OF THE APPRAISAL. THEREFORE INTENDED USERS INCLUDE THE LENDER/CLIENT AND FHA.

EXPOSURE TIME: ESTIMATED LENGTH OF TIME THAT THE PROPERTY INTEREST BEING APPRAISED WOULD HAVE BEEN OFFERED ON THE MARKET PRIOR TO THE HYPOTHETICAL CONSUMMATION OF A SALE AT MARKET VALUE ON THE EFFECTIVE DATE OF THE APPRAISAL.

I HAVE PERFORMED NO OTHER SERVICES, AS AN APPRAISER OR IN ANY OTHER CAPACITY, REGARDING THE PROPERTY THAT IS THE SUBJECT OF THE WORK UNDER REVIEW WITHIN THE THREE YEAR PERIOD IMMEDIATELY PRECEDING THE ACCEPTANCE OF THIS ASSIGNMENT.

FHA appraisals are no guarantee that the property is free from defects. The appraisal only establishes the value of the property for mortgage insurance purposes. Buyers need to secure their own home inspection through the services of a qualified inspector and satisfy themselves about the condition of the property. - Appendix D, page D-7

In addition to providing an estimate of value, the appraisal provides an examination of the property for any visible, obvious and/or apparent deficiencies that may affect the livability of that property in terms of basic needs, health and safety of the property's occupants. - HOC Reference Guide, page 1-01

An inspection done in compliance with these guidelines is visual and is not technically exhaustive. - Appendix D, page D-3

The appraiser is required to note only those readily observable conditions. - Handbook 4150.2, page 2-6

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)
Provide adequate information for the lender/client to replicate the below cost figures and calculations.
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) SITE VALUE IS BASED ON CURRENT MARKET DATA

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	95,000
Source of cost data APPR FILES, LOCAL BLDGS	DWELLING 4,622 Sq. Ft. @ \$ 90.00	= \$	415,980
Quality rating from cost service AVE	Effective date of cost data 03/03/2015		
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	SUBTOTAL EXTRAS	= \$	25,500
COST CALCULATIONS WERE BASED ON INFORMATION DERIVED FROM MARSHALL & SWIFT	Garage/Carport 1,457 Sq. Ft. @ \$ 25.00	= \$	36,425
RESIDENTIAL COST MANUAL SUPPLEMENTED BY BUILDING COSTS FROM LOCAL RESIDENTIAL BUILDERS. DEPRECIATION IS VIA MODIFIED AGE-LIFE METHOD (10/75=13.33%)	Total Estimate of Cost-New	= \$	477,905
	Less Physical Functional External		
	Depreciation 106,190	= \$(106,190)
	Depreciated Cost of Improvements	= \$	371,715
	"As-Is" Value of Site Improvements	= \$	6,500
Estimated Remaining Economic Life (HUD and VA only) 35 Years	INDICATED VALUE BY COST APPROACH	= \$	473,215

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)
Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDS (if applicable)
Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached
Provide the following information for PUDS ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.

Does the project contain any multi-dwelling units? Yes No Data Source

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.

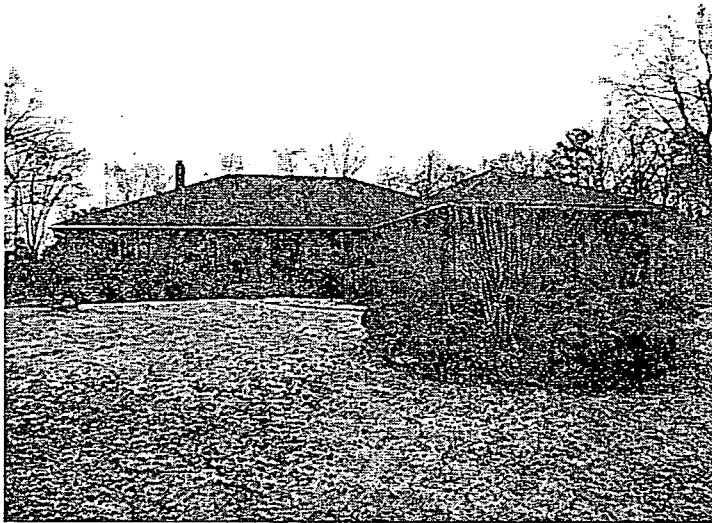
Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Subject Photo Page

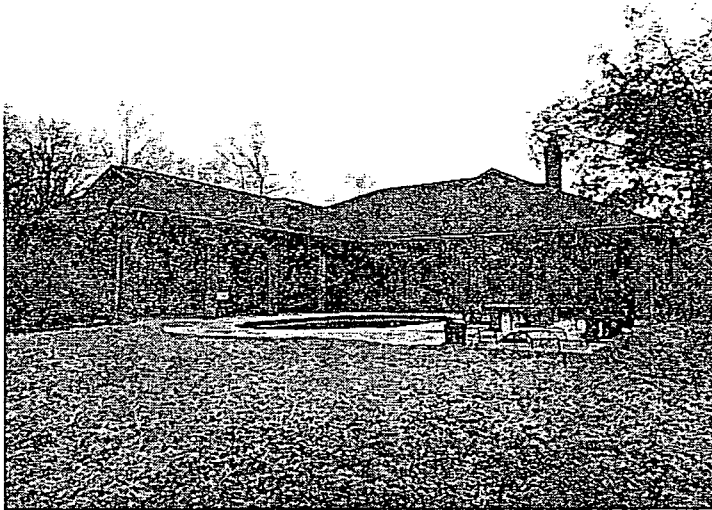
Borrower/Client	RICHARD BRADY		
Property Address	3240 DREHER SHOALS RD		
City	IRMO	County	RICHLAND
Lender	AMERICAN ADVISORS GROUP	State	SC
		Zip Code	29063

Subject Front



3240 DREHER SHOALS RD
 Sales Price
 Gross Living Area 4,622
 Total Rooms 8
 Total Bedrooms 3
 Total Bathrooms 3.1
 Location N:Res:
 View N:Res:
 Site 4.61 ac
 Quality 03
 Age 25

Subject Rear



Subject Street





EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

EXHIBIT "D"

A. EMPLOYMENT: In consideration of the covenants herein contained, Richard Brady,
(herein called "OWNER") and The Art of Real Estate, (herein called "LISTING FIRM")
agree as follows: For the period of time beginning on March 17, 2015, and ending at midnight on
September 16, 2015, Owner hereby grants to Broker the sole and exclusive right to sell the real property known as
3240 Dreher Shoals Road, Irmo, SC 29063

Broker hereby accepts employment as the sole and exclusive agent of the Owner to sell the property, subject to the following terms and conditions:

B. SALE PRICE: Said property is, hereby, listed to sell for the gross sale price of \$ 540,000 or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period. Owner agrees to pay Broker a fee of 6.000 % computed upon the gross sales price in any of the following events: (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period, or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed; or; (3) The presentation to Owner of a valid and a bonafide written offer to purchase the property which complies with the terms and conditions specified herein. A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein, is non-contingent and is on a form adopted or recommend by a local Board of Realtors or substantially similar thereto. The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period, or if the Owner sells or obtains the contract to sell the property within 90 days after the expiration of the authorization period to or from a purchaser introduced to the property during the authorization period. This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another Broker during the protection period. The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof. Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker as a result of enforcing the provision of this agreement. The owner shall pay at closing, the real estate commission, a fee for preparing the deed, the deed stamps required on the deed, recording of satisfaction and prorated taxes as of the day of closing. The term "sale" shall include any exchange, swap or trade of the herein described property.

C. MARKETING THE PROPERTY: The Broker has the option, but is not required, to continue marketing the property after an offer has been accepted. Owner may terminate this option by giving written notice to Broker. "Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indemnify and hold Broker and GMLS harmless from any claim, loss or damage arising therefrom." Withhold from Internet yes no (initial one)

D. CALL, FAX, E-MAIL: Seller agrees to allow any Agent/Member to call, e-mail or fax information regarding the sale of their property.

E. INQUIRIES: Owner agrees to inform Broker of any inquires or negotiations concerning the sale of the property.

F. PROPERTY INFORMATION: Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property. Owner warrants, that, to his knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement, and that all such information is accurate to the best of his knowledge. Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker.

G. PERSONAL PROPERTY: The real estate described herein includes, all fixtures, equipment and improvements of any kind which are now attached to or planted on the premises, such as: shrubbery, trees, fences, shutters, blinds; lamp posts, mail boxes, TV antennas, clothes-line poles, curtain/drapery rods, ceiling fans, attached mirrors and light bulbs, as well as all built-ins, such as: equipment, appliances, cabinets, furniture and shelves unless otherwise agreed herein. Personal property to be transferred to the Buyer at no extra cost is as follows:

H. DISCLOSURE OF INFORMATION: Latent Defects - Owner authorizes Broker to disclose pertinent information about the property to his agents, subagents, prospective purchasers and all inquiring parties. Such disclosure shall be in the manner or form customary in the marketplace. Owner agrees to disclose, in writing, to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view, and to indemnify and hold Broker harmless from any costs, claims, liabilities, or damages (including the cost to defend any alleged claims) arising from the Owner's failure to disclose any such defect. This indemnify shall include the costs incurred in enforcing the provisions of this indemnity, including reasonable attorney's fees.
Known defects are as follows:

I. EXECUTED PROPERTY DISCLOSURE FORM AND LEAD BASED PAINT DISCLOSURE FORM: A Property Disclosure Form, as required by SC Code of Laws, as amended, section 27-50-10, et. seq., must accompany this listing (if applicable). If the property contains any residential structure constructed before 1978, a completed Lead Based Paint Disclosure Form in accordance with 42 U.S.C § 4852d must also accompany this listing agreement.

Verified by the Property Owner RB Date 3/16/17
Initials

Property Address 3240 Dreher Shoals Road, Irmo, SC 29063

J. INSPECTION: Owner agrees to make property available for the inspections by Broker, his agents, subagents, buyer/broker, and prospective purchasers, as deemed reasonably necessary by Broker.

K. NON-DISCRIMINATION: It is agreed that this property is listed in full compliance with local, state and federal fair housing laws, against discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin.

L. LOCKBOX: Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS. Owner (X) does () does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents. Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox. Owner understands and specifically assumes this risk. Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore. The lockbox must be a MLS approved lockbox. This does allow for an Agent to hang the CML lockboxes on the property along with one of his choosing if so desired.

M. SIGNAGE: Owner authorizes Broker the right to display "For Sale" sign on the property and remove all other signs. All signage placed on the listed property must be signage that complies with CMLS Rules and Regulations. No "For Sale by Owner" sign may be placed on the property.

N. AGENCY RELATIONSHIPS: Agent has advised Seller of Brokers general company policy regarding cooperation with Subagents, Buyers Agents or both and Seller agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies. Seller acknowledges receiving an explanation of the types of agency relationships that are offered by Agent (Listing Firm) and an Agency Disclosure Brochure regarding Agency Relationships in Real Estate. Seller acknowledges that after entering into this written agency contract, Agent might request a modification in order to act as a dual agent or a designated agent in a specific transaction. If asked: Permission to act as a dual agent will not be considered; Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written Dual Agency Agreement; Permission to act as a designated agent will not be considered; Permission to act as a designated agent may be considered at a time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written Designated Agency Agreement.

O. NO CONTROL OF COMMISSION RATES OR FEES. Under the long established policy of CMLS, the Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the CMLS, or by any persons not a party to the listing agreement. The compensation paid by the Listing Broker to a Cooperating Broker in respect to any listing is established by the Listing Broker in his offer of co-operation and is not fixed, controlled, suggested, recommended or maintained by the CMLS, or by any persons other than the Listing Broker and his or her subagent.

P. SPECIAL STIPULATIONS: The following stipulations shall, if conflicting with printed matter, control:

Q. MEDIATION: All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation is such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder. This mediation shall take place subject to the rules and procedures established by the South Carolina Bar Association, and the parties agree to appoint a mediator approved by the South Carolina Bar Association.

R. ERRORS AND OMISSIONS INSURANCE: I have been advised that my Listing Company does not maintain Errors and Omissions Insurance.

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED.

WITNESS _____ OWNER Richard Brady DATE 3/16/15 TIME _____

WITNESS _____ OWNER _____ DATE _____ TIME _____

The Art of Real Estate By: _____ BROKER'S SIGNATURE _____ DATE _____
BROKER'S COMPANY

2903 Millwood Avenue _____

Columbia, SC 29205 _____
BROKER'S MAILING ADDRESS OWNER'S MAILING ADDRESS

PHONE (803) 760-9106 PHONE _____

THIS IS A LEGALLY BINDING CONTRACT. ALL BLANKS MUST BE FILLED IN. IF INFORMATION DOES NOT APPLY, INSERT N/A. ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER.