

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 NATIONSTR MORTGAGE, LLC,)
)
 APPELLEE,)
)
 vs.)
)
 BARBARA A. GIBBS, MELVIN E.)
 GIBBS, And WESTBROOK PHASE IV)
 HOMEOWNERS' ASSOCIATION)
)
)
)
 APPELLANTS.)
)
 _____)

IN THE COURT OF APPEALS
 OF SOUTH CAROLINA

RECEIVED

DOCKET NO:

SEP 08 2015

SC Court of Appeals

EMERGENCY

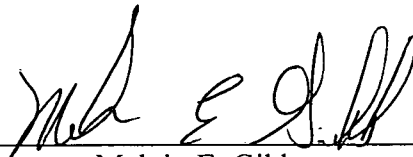
NOTICE OF MOTION AND

MOTION FOR
 MANDATORY INJUNCTION

CERTIFICATE OF SERVICE

I, Melvin E. Gibbs, hereby certify that a copy of Appellants' Motion for Injunction was **HAND CARRIED**, this 8th day of September 2015, to:

Dean Hayes, Esq.
 BUTLER & HOSCH
 1201 Main Street, Suite 1110
 Columbia, SC 29201
 dhayes@butlerandhosch.com,



Melvin E. Gibbs
 4257 Monterey Drive
 Florence, SC 29501

STATE OF SOUTH CAROLINA)
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NOTICE OF MOTION AND

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I. JURISDICTION

The lower court denied Appellants' motion to dismiss; stating – South Carolina is a notice pleading state and therefore Plaintiff is not required to abide by “SCRCP, Rule 12 and the rulings by the US Supreme Court. AND, if Appellants disagreed, I-20 runs straight to Columbia [Appeal]; Rules of Appellate Practice, Rules 201,202 and 262.

II. PRELIMINARY STATEMENT

Legally: Appellee (Nationstar Mortgage) does not have a remedy at law or equity – Appellee's foreclosure suit is: **FRAUD ON THE COURT!** Plaintiff's complaint was verified under the penalties of perjury certifying Gibbs defaulted on August 2013: Gibbs filed bank statement certifying timely payments from December 2012 thru September 2013. *Exhibit - A*

The MORTGAGE NOTE that Nationstar Mortgage failed and neglected to file with this foreclosure suit was executed between Appellant, Barbara A. Gibbs and Bank of America; Bank of America is not a party to this litigation. AND, Nationstar Mortgage has not provided proof

“they” have privity with Bank of America: that Bank of America has transferred the MORTGAGE NOTE to Nationstar Mortgage or that Bank of America has authorized Nationstar Mortgage to represent their [BOA] interest.

For the months of October, November and December 2013, Appellee returned Appellants’ mortgage payments that were paid when due and owed. **Exhibit – B**

The actions by Appellee began the same month this illegal foreclosure suit was filed – evidenced Appellee knew they were not entitled to the payments and/or forgiveness of all monies due and owed!

Thereafter, Appellee reported to the credit agencies that Appellant, Ms. Gibbs did not pay 29 mortgage payments: the last payment was made September 01, 2013 [Appellee last reported negative credit on July 31, 2015] and Barbara Gibbs owed \$79,554. **Exhibit - C**

These illegal acts destroyed any and all possibilities Appellant Ms. Gibbs had of obtaining mortgage for the home being purchased: for which a \$300,000 mortgage is needed. The home is a lake front, 6 bedrooms, and 4 baths – 4,000 sq. ft. home. Absent the requested relief Appellants will lose their home and \$3,000 cash. **Exhibit - D**

Appellee, twice: certified to the court Appellants failed and neglected to see a mortgage loan modification. Appellants filed the document evidencing there demand for loan modification; clearly setting forth the date all documents were submitted and the date Appellants complied with the Administrative Order of the South Carolina Supreme Court. **Exhibit - E**

Appellee and their co-conspirators: Bank of America, Urban Lending Solutions and SLS, improperly denied 5 million HAMP applications for an illegal profit of \$25 [B]illion per year.

Appellee knew Appellants paid each and every mortgage payment; there were no mortgage payment(s) due or owed Appellee; when this [FORECLOSURE] suit was filed. AND, because Appellants defended, Appellee refused to accept mortgage payments during litigation thereby having destroyed Mrs. Gibbs' ability to obtain a mortgage loan, to wit: reported to Credit Bureaus Ms. Gibbs had 29 missed mortgage payments and Ms. Gibbs was in arrears on her mortgage in the amount of \$79,554.00. *Exhibit – E*

Appellee filed this litigation to punish Appellants for requesting mortgage modification under the Home Affordable Mortgage Program (Hereinafter HAMP). Appellee was required to modify Gibbs' mortgage (2009 - 2015) from the current "alleged" 9.8% (\$2,900 per month) to 2% (\$1,400 per month): Appellee would receive \$1,500.00 less per month; during the past 6 years Appellee would "collect" \$108,000.00 less from Appellants on one loan or effectively 216,000 on both loans.

III. STATEMENT

Appellee did not file this foreclosure based on the **MORTGAGE NOTE**; it is the mortgage note that sets out rights, responsibilities and remedies: it is the **MORTGAGE NOTE** that provides STANDING when a term or terms of the NOTE! Appellee has not suffered damages and therefore does not have standing to bring this litigation.

The Mortgage Note sets forth the terms of the agreement: the parties, the amount borrowed, the amount to be paid each month, the due date – what constitutes a breach, the right to "cure" a breach, the remedies for a breach, and/or jurisdictional and venue issues, etc.

Appellee having failed and neglected to file the mortgage note, cannot comply with Request for Foreclosure Intervention – Administrative Order 2011-05-02-01: Appellee cannot determine the

amount borrowed; Appellee cannot determine the interest rate; Appellee cannot determine the amount of Appellants' monthly payments; Appellee cannot determine the amount needed for "pay-off;" nor can Appellee determine the amount needed to cure the "alleged" breach or whether any moneys are due or owed! This case represents an illegal attempt to extort moneys from Gibbs not due or owed!

IV. STATEMENT OF THE CASE

In or about July 2009, Gibbs requested information from Bank of America (Hereinafter BOA) concerning HAMP. Rather than provide the requested information, BOA attempted to renegotiate Gibbs' mortgages for a fee of \$30,000; Gibbs declined.

After much persistence, BOA accepted Appellants' application for modification on or about September 28, 2011. BOA engaged in deliberate dilatory tactics to avoid processing Appellants' application. Appellants made multiple inquires as to the status of their application; and finally BOA informed Appellants on August 22, 2012 that BOA would obtain the documentation and information to address Appellants' inquires and stated, "We appreciate your patience while we research your request[s]"

In or about September 2012, Nationstar Mortgage began collecting the mortgage payments for BOA. AND, unbeknown to Appellants, Nationstar recorded a mortgage deed on or about January 2013. Nationstar Mortgage in an attempt to shield BOA from the requirements of HAMP, immediately engaged in BOA's illegal conduct designed to artificially reflect a default by Appellants.

On July 26, 2013 Appellants wrote Nationstar a letter outlining the illegal conduct by BOA, and warned Nationstar Mortgage not to join the Corrupt Organization: falsely claiming \$2,258.82 was due and owed – then falsely escalating said amount to \$8,528.09.

Based on BOA's *egregious* conduct that began in 2009, in or about April 2013, Appellants began research designed to file a lawsuit under the Racketeering and Influence Corrupt Organization Act (Hereinafter RICO).

On October 23, 2013 the Appellee filed this illegal foreclosure action.

On October 28, 2013 Appellants filed the RICO complain in Federal District Court for the District of South Carolina: Appellants had the case dismissed without prejudice and refilled the case in the District of Colorado.

On or about October 29, 2013 Appellants learned of the foreclosure suit from a bankruptcy attorney letter of introduction. Appellants called Nationstar and advised Nationstar not to proceed with the suit in that the suit was in violation of the "mortgage;" Appellants would provide bank records to show all mortgage payments were made when due and owed.

On November 6, 2013 the Korn Law Firm, representing Nationstar, had Appellants served with the foreclosure suit. Appellants called the Korn Law Firm and advised "them" the suit was not valid and Gibbs would provide bank records to show all payments were timely made.

On November 19, 2013 Appellants filed a motion to dismiss based on lack of subject matter jurisdiction, failure to state a claim upon which relief could be granted, and suit was pending – addressing Appellee's racketeering activities. And, asked the trial court to sanction Appellee and their attorney for having committed fraud on the court.

V. STATEMENT OF FACTS

The illegal foreclosure litigation filed by Appellee is designed to “thwart” the conspiracy and racketeering (RICO) litigation Appellant, Mr. Gibbs filed against Appellee, Bank of America, Urban Lending Solutions and SLS: currently pending in the Maryland Circuit Court. Appellee has ensured Gibbs will not be able to “cash out” the \$350,000 equity he has in his home. Thereby forcing Gibbs to sell the 152 works of art valued at more than \$500,000: displayed in Appellants’ 6,000 sq. ft. home [\$150 per sq. ft.]; at “fire sale” prices or selling vehicles for which Appellants have paid more than \$200,000 cash and/or exhausting savings now under \$200,000.

The home being purchased will be used to provide Appellant, Mr. Gibbs a sanctuary to litigate the conspiracy and racketeering case in Maryland. The outcome of the case will serve the public at large: five (5) million HOMEOWNERS were illegally denied mortgage modifications; the banks, listed *supra*, make \$25 [B]illion per year in illegal profits. ADDITIONALLY,

Appellant, Mr. Gibbs has litigated for more than 20 years to recover \$50 [B]illion of stolen Black art: Gibbs was retained in 1995 to represent the Estate of African American Artist, William H. Johnson. The “Godfather” of the art thefts (corrupt organization in violation of RICO) is none other than William “Bill” Cosby, *see*, www.mystolenart.com. It is the lake front solace of “this home” that will provide the impetus for the RICO civil suit Mr. Gibbs will file in the US District Court for the Western District of California: pursuant to 18 USC § 1964. Under the same statue Mr. Gibbs is setting out legal facts that will provide a cause of action for the more than 50 women, drugged and raped by Bill Cosby. Cosby’s “handlers,” “fixers,” “door keepers,” the talent agencies that supplied the young girls, etc., also provide the RAPE victims a PATHWAY to civil litigation under 18 USC §§ 1962 & 1964.

Mr. Gibbs must also be extracted from this legal suit in order to affect current events: the BlackLivesMatter and police killings have reached epic proportions. Many of Mr. Gibbs' former colleagues: police officers, lawyers/judges and politicians believe Mr. Gibbs may be the "glue" capable of resolving "these" extreme hostilities. Exhibit – F

MEMORANDUM OF LAW

VI. ARGUMENT

Appellants are entitled to protection from lost of their right to purchase the home of their choice; the home is "one of a kind." If the sought relief is not granted Appellants will suffer irreparable and irreversible damage (lost of home and \$3,000) due to the illegal acts by Appellee. To obtain an injunction, a party must demonstrate irreparable harm, a likelihood of success on the merits, and the absence of an adequate remedy at law. *Id.* at 4, 623 S.E.2d at 834; Sanford v. S.C. State Ethics Com'n, 385 S.C. 483, 496, 685 S.E.2d 600, 607 (2009). "An injunction is a drastic remedy issued by the court in its discretion to prevent irreparable harm suffered by the plaintiff." Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc., 361 S.C. 117, 121, 603 S.E.2d 905, 907 (2004). Denman v. City of Columbia, 387 S.C. 131, 140-41, 691 S.E.2d 465, 470 (2010). Actions for injunctive relief are equitable in nature. *See* Grosshuesch v. Cramer, 367 S.C. 1, 4, 623 S.E.2d 833, 834 (2005).

Nationstar Mortgage's fraud on the courts is unequivocal. The US Supreme Court resolved the issue Appellants present to this Honorable Court 143 years ago. The Supreme Court decision "clearly states Appellee [Plaintiff] must own the **Note** and **Mortgage** at the time the Complaint is

filed. The most basic elements of standing are deliberately violated. See, **Carpenter v. Longen**, 83 U.S. 271, 16 Wall. 271, 21 L. ed. 313 (1872).

Standing is a fundamental requirement for instituting an action. Brock v. Bennett, 313 S.C. 513, 519, 443 S.E.2d 409, 412 (Ct.App.1994). "Generally, a party must be a real party in interest to the litigation to have standing." Hill v. S.C. Dep't of Health & Env'tl. Control, 389 S.C. 1, 22, 698 S.E.2d 612, 623 (2010) (internal quotation marks omitted).

Unless a claimant can colorably assert a loss, it lacks standing. See, **Lujan v. Defenders of Wildlife**, 504 U.S., 560 (1992) (noting that an injury is a required element of constitutional standing))... "[T]he assignment of a note secured by a mortgage carries with it an assignment of the mortgage, but . . . the assignment of the mortgage alone does not carry with it an assignment of the note." **Hahn v. Smith**, 157 S.C. 157, 167, 154 S.E. 112, 115 (1930); see also **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."). "A mortgage and a note are separate securities for the same debt, and a **mortgagee who has a NOTE and a MORTGAGE** to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action." **U.S. Bank Trust Nat'l Ass'n v. Bell**, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct. App. 2009). The party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. Id. at 374-75, 684 S.E.2d at 205.

At all times relevant to this foreclosure, Appellee was/is aware they have committed fraud on the court, to wit: a default did not occur; falsely claiming Appellants did not apply for mortgage modification: September 2011; falsifying certification that Gibbs failed to request mortgage modification within 30 days after service [CERTIFICATION OF MORTGAGOR NON-

COMPLIANCE, filed December 17, 2013]: Request for Foreclosure Intervention – Administrative Order 2011-05-02-01; was filed by Appellants on the 19th day of November 2014 (*Motion to Dismiss*, ¶ 9, *Exhibit-F*). See, **Exhibit - B**

ARGUMENTO: Because Appellee does not have the MORTGAGE NOTE, it is a **legal impossibility** for Appellee to offer Appellants mortgage modification. Appellants established by clear and convincing evidence – uncontroverted by Appellee, Appellants paid their mortgage!

A mandatory injunction must issue requiring Appellee to grant Appellants two (2) mortgages: replacement of Appellants' two (2) homes.¹ Purchase money [Mortgage note] shall be in the form of a mortgage rate of .5% for 5 years; allowing Appellants to be made WHOLE: moneys illegally collected by Appellee by denying Appellants' HAMP applications and 2% for the remaining 25 years; the mortgage rate Appellants were entitled to under HAMP.

VI. CONCLUSION


Appellee filed the foreclosure suit in an attempt to defraud Gibbs – steal their homes. Appellee has stolen Gibbs' home: 20105 Torrey Pond Place, Montgomery Village, Maryland 20886; AND, destroyed Gibbs' mortgage: 4257 Monterey Drive, Florence, South Carolina 29501; both mortgages must be replaced to avoid Appellants suffering irreparable damage.

¹ Appellant, Mr. Gibbs underwent CANCER surgery at Johns Hopkins Hospital, Baltimore, Maryland and while being treated lived at his [their] primary home: 20105 Torrey Pond Place, Montgomery Village, Maryland 20886. Ms. Gibbs lived at her [their] primary home: 4257 Monterey Drive. Mr. Gibbs had been awarded more than \$350,000 (Department of Defenses): in retaliations a district manager "caused" almost \$1,500 per month to be deducted from Gibbs' benefits. Mrs. Gibbs had retired and her income was reduced more than \$40,000 per year: these factors made both mortgages eligible for modification: 2% under HAMP....

Appellee's illegal conduct is in violation of 18 USC §§ 1961, 1962 and 194;
ADDITIONALLY, Appellee violated 42 USC §§ 1983 and 1985. AND, **COMES NOW**, the
Appellee and attempts to have the Courts of South Carolina violate 42 USC § 1986.... **EXHIBIT - G**

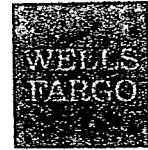
WHEREFORE, Appellants pray this Honorable Court order Appellee to provide Appellants two (2) – 30 year home mortgage loans: .5% for 5 years and 2% for the remaining 25 years, dismiss this suit with prejudice, and that the Honorable Court grant such other and further relief, at law and equity, general or special, to which Appellants have shown themselves justly entitled.

Respectfully Submitted,



M. Eugene Gibbs, [Esq.] Pro-se
4257 Monterey Drive
Florence, SC 29501
843-610-0674
mgibbs70@aol.com

September 7, 2015
Florence, SC



Interest summary

Interest paid this statement	\$0.09
Average collected balance	\$11,976.22
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.09
Interest paid this year	\$0.50

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
6/28		MD State Reimbursement	640.76		
6/28		Check # 6023 Club Shingles Florence SC		66.00	
7/1		Aetna Inc		61.89	
7/1		POS Purchase 07/01 Mach ID 000000 Wal Mart Super Florence		22.21	
7/1		POS Purchase 07/01 Mach ID 000000 Target 1452 Target T1		64.00	
7/2		Bill Pay Wachovia Card St On Line		2,197.32	
7/2		Bill Pay Nationstar Mortgage Line xxxxx87135 on 07-02		18.07	
7/3		POS Purchase 07/03 Mach ID 000000 Wal Mart Super Florence		6.00	
7/3		POS Purchase 07/03 Mach ID 000000 Lowes 6 Reduces Florence		6.00	
7/3		Check		6.00	
7/3		Check		6.00	
7/5		Check # 6024 Club Shingles Florence SC		66.00	
7/5		POS Purchase 07/05 Mach ID 000000 Wal Mart Super Florence		6.00	
7/5		POS Purchase 07/05 Mach ID 000000 Wal Mart Super Florence		6.00	
7/5		POS Purchase 07/05 Mach ID 000000 Wal Mart Super Florence		6.00	
7/5		POS Purchase 07/05 Mach ID 000000 Wal Mart Super Florence		6.00	
7/5		POS Purchase 07/05 Mach ID 000000 Wal Mart Super Florence		6.00	
7/8		POS Purchase 07/07 Mach ID 000000 KLS Market Ina Florence		7.49	
7/8		POS Purchase 07/07 Mach ID 000000 KLS Market Ina Florence		7.49	
7/10		POS Purchase 07/10 Mach ID 000000 Redbath Beyond Redbat		21.04	
7/10		POS Purchase 07/10 Mach ID 000000 Wal Mart Super Florence		14.00	
7/12		Check # 6025 Club Shingles Florence SC		66.00	
7/12		Check # 6026 Club Shingles Florence SC		66.00	
7/15		Check # 6027 Southwac 599014 900 435 0700 TX		6.00	
7/15		POS Purchase 07/15 Mach ID 000000 Wal Mart Super Florence		6.00	
7/16		Check # 6028 Club Shingles Florence SC		66.00	
7/16		POS Purchase 07/16 Mach ID 000000 Wal Mart Super Florence		6.00	
7/16		Business Return		6.00	
7/17		SSA		6.00	



Interest summary

Interest paid this statement	\$0.09
Average collected balance	\$9,029.86
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.09
Interest paid this year	\$0.34

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
4/26		Check Crd Purchase 04/24 Sea Castle... Myrtle Beach SC			
4/29		Check Crd Purchase 04/26 Benefish 0501 Myrtle Beach SC			
4/29		Check Crd Purchase 04/25 Myrtle Beach 02567 02567 6617			
4/29		Check Crd Purchase 04/25 Myrtle Beach 02567 02567 6612			
4/30		MEMO FROM PENSION APR 10 2000			
5/1		Check Crd Purchase 04/25 Myrtle Beach 02567 02567 6617			
5/1		Check Crd Purchase 04/25 Myrtle Beach 02567 02567 6612			
5/1		POB Purchase 05/01 Myrtle Beach 02567 02567 6617			
5/2		Check			
5/3		POB Purchase 05/03 Myrtle Beach 02567 02567 6617			
5/3		POB Purchase 05/03 Myrtle Beach 02567 02567 6617		16.19	
5/3		Bill Pay: Nationstar Mortgage Line xxx087135 on 05/03		2,197.32	
5/6		POB Purchase 05/06 Myrtle Beach 02567 02567 6617			
5/7		POB Purchase 05/07 Myrtle Beach 02567 02567 6617			
5/9		POB Purchase 05/09 Myrtle Beach 02567 02567 6617			
5/9		Check			
5/13		Check Crd Purchase 05/10 Myrtle Beach 02567 02567 6617			
5/13		POB Purchase 05/13 Myrtle Beach 02567 02567 6617			
5/13		POB Purchase 05/13 Myrtle Beach 02567 02567 6617			
5/13		Check Crd Purchase 05/10 Myrtle Beach 02567 02567 6617			
5/14		POB Purchase 05/14 Myrtle Beach 02567 02567 6617			
5/15		Check Crd Purchase 05/14 Myrtle Beach 02567 02567 6617			
5/16		POB Purchase 05/16 Myrtle Beach 02567 02567 6617			
5/16		POB Purchase 05/16 Myrtle Beach 02567 02567 6617			
5/17		POB Purchase 05/17 Myrtle Beach 02567 02567 6617			



Interest summary

Interest paid this statement	\$0.07
Average collected balance	\$9,257.90
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.07
Interest paid this year	\$0.25

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
3/28		POS Purchase - 03/28 Mach ID 000000 State Med Inc 1945			
3/29		POS Purchase - 03/29 Mach ID 000000 State Med Inc 1945			
3/29		Medicare Reim Pension Mar 13 XXXXX9100 Barefoot Gibbs			
3/29		POS Purchase 03/27 Kic 1955013 3828 Curra NC			
3/29		POS Purchase 03/18 463086843056412 7MCC 5844			
3/29		POS Purchase 03/29 Mach ID 000000 State Med Inc 1945			
4/1		Aetna Inc Business Unit 40202020202020202020			
4/1		POS Purchase 03/29 Mach ID 000000 State Med Inc 1945		30.00	
4/1		POS Purchase 03/29 Mach ID 000000 State Med Inc 1945			
4/2		POS Purchase 04/01 Mach ID 000000 State Med Inc 1945			
4/2		POS Purchase 04/02 Mach ID 000000 State Med Inc 1945			
4/2		POS Purchase 04/02 Mach ID 000000 State Med Inc 1945			
4/3		Bill Pay Wachovia Card SE on line XXXX XXXX on 04/03		04.00	
4/3		Bill Pay Nationstar Mortgage Line XXXX87135 on 04/03		2,197.32	
4/4		POS Purchase 04/04 Mach ID 000000 State Med Inc 1945			
4/5		POS Purchase 04/05 Mach ID 000000 State Med Inc 1945			
4/5		POS Purchase 04/05 Mach ID 000000 State Med Inc 1945			
4/8		POS Purchase 04/08 Mach ID 000000 State Med Inc 1945			
4/10		POS Purchase 04/10 Mach ID 000000 State Med Inc 1945			
4/12		POS Purchase 04/12 Mach ID 000000 State Med Inc 1945			
4/15		POS Purchase 04/15 Mach ID 000000 State Med Inc 1945			
4/15		POS Purchase 04/15 Mach ID 000000 State Med Inc 1945			
4/17		POS Purchase 04/17 Mach ID 000000 State Med Inc 1945			
4/17		POS Purchase 04/17 Mach ID 000000 State Med Inc 1945			
4/17		POS Purchase 04/17 Mach ID 000000 State Med Inc 1945			
4/17		POS Purchase 04/17 Mach ID 000000 State Med Inc 1945			
4/18		POS Purchase 04/18 Mach ID 000000 State Med Inc 1945			
4/18		POS Purchase 04/18 Mach ID 000000 State Med Inc 1945			
4/18		POS Purchase 04/18 Mach ID 000000 State Med Inc 1945			
4/18		POS Purchase 04/18 Mach ID 000000 State Med Inc 1945			



Interest summary

Interest paid this statement	\$0.07
Average collected balance	\$8,983.30
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.07
Interest paid this year	\$0.18
Total interest paid in 2012	\$0.24

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
3/1			20.39		10,000.00
3/4				10.00	9,990.00
3/4				10.00	9,980.00
3/4		Bill Pay Nationstar MORTG on-line xxxxx87135 on 03-04		2,197.32	7,782.68
3/4				10.00	7,772.68
3/5				10.00	7,762.68
3/6				10.00	7,752.68
3/7				10.00	7,742.68
3/7				10.00	7,732.68
3/8				10.00	7,722.68
3/8				10.00	7,712.68
3/11				10.00	7,702.68
3/11				10.00	7,692.68
3/12				10.00	7,682.68
3/13				10.00	7,672.68
3/18				10.00	7,662.68
3/18				10.00	7,652.68
3/20			250.00		7,902.68
3/20			54.00		7,848.68
3/20				200.00	7,648.68
3/21				10.00	7,638.68
3/21				10.00	7,628.68
3/21				10.00	7,618.68
3/21				10.00	7,608.68
3/22				10.00	7,598.68



Interest summary

Interest paid this statement	\$0.06
Average collected balance	\$7,474.37
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.06
Interest paid this year	\$0.11
Total interest paid in 2012	\$0.24

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/31		MP Direct Payment	[REDACTED]		[REDACTED]
2/1		Acton Bank	[REDACTED]		[REDACTED]
2/4		[REDACTED]		39.20	[REDACTED]
2/4		[REDACTED]		[REDACTED]	[REDACTED]
2/4		[REDACTED]		[REDACTED]	[REDACTED]
2/4		[REDACTED]		[REDACTED]	[REDACTED]
2/5		[REDACTED]		[REDACTED]	[REDACTED]
2/5		Bill Pay: Nationstar Mortgage		2,197.32	[REDACTED]
2/8		[REDACTED]		56.00	[REDACTED]
2/8		[REDACTED]		4.32	[REDACTED]
2/11		[REDACTED]		14.20	[REDACTED]
2/11		[REDACTED]		[REDACTED]	[REDACTED]
2/14		[REDACTED]		[REDACTED]	[REDACTED]
2/20		[REDACTED]	[REDACTED]		[REDACTED]
2/21		[REDACTED]		240.00	[REDACTED]
2/28		[REDACTED]	[REDACTED]		[REDACTED]
2/28		[REDACTED]		[REDACTED]	[REDACTED]
Ending balance on 2/28					[REDACTED]
Totals			\$9,645.17	\$3,484.34	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
1432	2/4	500.00

IMPORTANT ACCOUNT INFORMATION

We want to let you know of important upcoming changes.

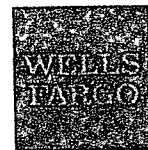


Interest summary

Interest paid this statement	\$0.05
Average collected balance	\$5,826.97
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.05
Interest paid this year	\$0.05
Total interest paid in 2012	\$0.24

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/31		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12/31		Check Cash [REDACTED] Florence SC		[REDACTED]	[REDACTED]
12/31		[REDACTED] Florence SC		[REDACTED]	[REDACTED]
12/31		[REDACTED] 411		[REDACTED]	[REDACTED]
12/31		[REDACTED] Stor		[REDACTED]	[REDACTED]
12/31		[REDACTED]		[REDACTED]	[REDACTED]
1/2		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1/2		[REDACTED] T4459 Target T1		[REDACTED]	[REDACTED]
1/2		[REDACTED] 5444		[REDACTED]	[REDACTED]
1/2		[REDACTED]		[REDACTED]	[REDACTED]
1/3		[REDACTED]		[REDACTED]	[REDACTED]
1/3		[REDACTED] Florence SC		[REDACTED]	[REDACTED]
1/3		[REDACTED] 5444		[REDACTED]	[REDACTED]
1/3		[REDACTED]		[REDACTED]	[REDACTED]
1/3		Bill Pay Nationstar Mortgage on Line xxxxx87135 on 01-03		2,197.32	[REDACTED]
1/4		[REDACTED]		[REDACTED]	[REDACTED]
1/4		[REDACTED]		[REDACTED]	[REDACTED]
1/4	1430	[REDACTED]		[REDACTED]	[REDACTED]
1/7		[REDACTED]		[REDACTED]	[REDACTED]
1/7		[REDACTED] SC		[REDACTED]	[REDACTED]
1/7		[REDACTED] 1		[REDACTED]	[REDACTED]
1/7		[REDACTED] Florence SC		[REDACTED]	[REDACTED]
1/7		[REDACTED] 1		[REDACTED]	[REDACTED]
1/7		[REDACTED] Florence SC		[REDACTED]	[REDACTED]
1/7		[REDACTED] 5444		[REDACTED]	[REDACTED]
1/7		[REDACTED] 06 Mach ID 000000 Bill Florence SC		[REDACTED]	[REDACTED]
1/7		[REDACTED]		[REDACTED]	[REDACTED]
1/7		[REDACTED] Florence SC		[REDACTED]	[REDACTED]
1/7		[REDACTED]		[REDACTED]	[REDACTED]
1/7		[REDACTED] Purchase 0700 Mach ID 000000 Bill Mach 055		[REDACTED]	[REDACTED]
1/7		[REDACTED]		[REDACTED]	[REDACTED]
1/7		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1/7		[REDACTED] 11		[REDACTED]	[REDACTED]
1/8		[REDACTED] Five Star Flore Florence SC		[REDACTED]	[REDACTED]
1/10		[REDACTED] 5444		[REDACTED]	[REDACTED]
1/10		[REDACTED] 04 Mach ID 000000 Dillard's 0162 Costa		[REDACTED]	[REDACTED]
1/10		[REDACTED] 5444		[REDACTED]	[REDACTED]
1/10		[REDACTED] 06 Mach ID 000000 Bill Mach 055		[REDACTED]	[REDACTED]



Interest summary

Interest paid this statement	\$0.02
Average collected balance	\$1,845.87
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.02
Interest paid this year	\$0.18

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
10/1		[REDACTED]			
10/1		[REDACTED]			
10/1		[REDACTED]			
10/2		[REDACTED]			
10/2		[REDACTED]			
10/3		[REDACTED]			
10/3		Bill Pay Mortgage on-line xxx71818 on 10-03		2,258.82	
10/4		[REDACTED] C			
10/4		[REDACTED] C			
10/4		[REDACTED] C			
10/5		[REDACTED]			
10/9		[REDACTED]			
10/9		[REDACTED] C			
10/9		[REDACTED] e			
10/9		[REDACTED] ce			
10/9		[REDACTED] e			
10/9		[REDACTED] C			
10/9		[REDACTED] C			
10/9		[REDACTED] C			
10/10		[REDACTED] C			
10/10		[REDACTED] POS Purchase 10/10 Mach ID 000000 Bill 550 Florence SC			
10/10		[REDACTED] POS Purchase 10/10 Mach ID 000000 Bill 550 Florence SC			
10/10		[REDACTED]			
10/11		[REDACTED]			
10/11		[REDACTED] 2			
10/11		[REDACTED] Mach ID 000000 Bill 550 Florence SC			
10/11		[REDACTED] Mach 541			
10/12		[REDACTED]			
10/12		[REDACTED]			
10/12		[REDACTED] e			
10/12		[REDACTED]			



Interest summary

Interest paid this statement	\$0.02
Average collected balance	\$2,182.30
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.02
Interest paid this year	\$0.12

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
5/29		Check Ctd Purchase 05/25 Super Center Roanoke VA		5.75	
5/29		Check Ctd Purchase 05/25 Super Center Roanoke VA		60.88	
5/29		Check Ctd Purchase 05/25 Super Center Roanoke VA		60.85	
5/29		Check Ctd Purchase 05/25 Super Center Roanoke VA		60.84	
5/29		POS Purchase 05/29 Meck ID 000000 Fresh Market Marietta GA		64.04	1448.90
5/30		POS Purchase 05/30 Meck ID 000000 Pilot #0144 Augusta GA		600.00	
5/30		POS Purchase 05/30 Meck ID 000000 Pilot #0144 Augusta GA		60.00	
5/30		POS Purchase 05/30 Meck ID 000000 Pilot #0144 Augusta GA		60.00	1428.90
5/31		POS Purchase 05/31 Meck ID 000000 Pilot #0144 Augusta GA		60.00	
5/31		Check Ctd Purchase 05/31 Super Center Roanoke VA		60.00	
5/31		POS Purchase 05/31 Meck ID 000000 Pilot #0144 Augusta GA		60.00	
5/31		POS Purchase 05/31 Meck ID 000000 Pilot #0144 Augusta GA		60.00	
6/1		POS Purchase 06/01 Meck ID 000000 Harris Teeter Florence SC		60.00	
6/1		Check Ctd Purchase 06/01 Super Center Roanoke VA		60.00	
6/1		POS Purchase 06/01 Meck ID 000000 Pilot #0144 Augusta GA		60.00	
6/4		Bill Pay Mortgage on Line xxxx71818 on 06-04		2,258.82	
6/5		POS Purchase 06/05 Meck ID 000000 Harris Teeter Florence SC		60.00	2620.10
6/7	4375	Check		60.00	
6/8		POS Purchase 06/08 Meck ID 000000 Pilot #0144 Augusta GA		60.00	
6/11		POS Purchase 06/11 Meck ID 000000 Pilot #0144 Augusta GA		60.00	
6/11		POS Purchase 06/11 Meck ID 000000 Pilot #0144 Augusta GA		25.00	
6/11		POS Purchase 06/11 Meck ID 000000 Pilot #0144 Augusta GA		60.00	
6/11		POS Purchase 06/11 Meck ID 000000 Pilot #0144 Augusta GA		60.00	
6/11		POS Purchase 06/11 Meck ID 000000 Pilot #0144 Augusta GA		60.00	
6/12		POS Purchase 06/12 Meck ID 000000 Pilot #0144 Augusta GA		60.00	

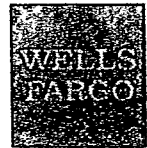


Interest summary

Interest paid this statement	\$0.02
Average collected balance	\$2,065.46
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.02
Interest paid this year	\$0.09

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
3/28		Check #01 Purchase 03/28/12		20.00	2,065.46
3/29		Check #01 Purchase 03/29/12		0.00	2,065.46
3/29		Check #01 Purchase 03/29/12		22.25	2,043.21
3/29		Check #01 Purchase 03/29/12		24.25	2,018.96
3/30		Check #01 Purchase 03/30/12		24.25	1,994.71
3/30		Check #01 Purchase 03/30/12		22.00	1,972.71
3/30		Check #01 Purchase 03/30/12		22.00	1,950.71
3/30	1366	Check		105.00	1,845.71
4/2		Check #01 Purchase 04/02/12		145.00	1,700.71
4/2		Check #01 Purchase 04/02/12		0.00	1,700.71
4/2		Check #01 Purchase 04/02/12		15.00	1,685.71
4/2		Check #01 Purchase 04/02/12		18.00	1,667.71
4/2		Check #01 Purchase 04/02/12		70.00	1,597.71
4/2		Check #01 Purchase 04/02/12		27.00	1,570.71
4/2		Check #01 Purchase 04/02/12		14.00	1,556.71
4/2		Check #01 Purchase 04/02/12		10.00	1,546.71
4/2		Check #01 Purchase 04/02/12		24.45	1,522.26
4/2		Check #01 Purchase 04/02/12		262.00	1,260.26
4/2		Check #01 Purchase 04/02/12		140.01	1,120.25
4/2		Check #01 Purchase 04/02/12		27.00	1,093.25
4/2		Check #01 Purchase 04/02/12		65.46	1,027.79
4/2		Check #01 Purchase 04/02/12		100.00	927.79
4/2		Check #01 Purchase 04/02/12		20.00	907.79
4/3		Check #01 Purchase 04/03/12		1,200.00	2,973.07
4/4		Check #01 Purchase 04/04/12		2,952.79	2,952.79
4/5	1366	Check		30.00	2,922.79
4/5		Bill Pay Mortgage on-Line xxx71818 on:04-05		100.00	2,822.79
4/5		Bill Pay Mortgage on-Line xxx71818 on:04-05		2,256.82	565.97



Interest summary

Interest paid this statement	\$0.02
Average collected balance	\$2,769.92
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.02
Interest paid this year	\$0.07
Total interest paid in 2011	\$1.17

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
2/29		ADP Direct Deposit	1,234.56		
2/29		Online Bill Payment for Bank of America on 02/29/12		1,234.56	
2/29		Check #1019 482854xxxxx1019 302059763033672 ?McC=8021		674.99	
2/29		POS Purchase - 02/29 Mech ID 000000 Dollar Tree #02 Roswell		5.26	
2/29		POS Purchase - 02/29 Mech ID 000000 Dollar Tree #02 Roswell		6.85	6,572.74
3/1		Check #1019 482854xxxxx1019 282060653411245 ?McC=8398		6.85	
3/1		POS Purchase - 03/01 Mech ID 000000 Wal Mart #1578 Roswell		6.85	6,565.89
3/2		POS Purchase - 03/02 Mech ID 000000 Wal Mart #1578 Roswell		6.85	
3/2		POS Purchase - 03/02 Mech ID 000000 Wal Mart #1578 Roswell		6.85	6,559.04
3/5		POS Purchase - 03/05 Mech ID 000000 Wal Mart #1578 Roswell		6.85	6,552.19
3/5		Check #1019 482854xxxxx1019 282060653411245 ?McC=8398		1.00	
3/5		Check #1019 482854xxxxx1019 282060653411245 ?McC=8398		220.00	
3/5		Check #1019 482854xxxxx1019 282060653411245 ?McC=8398		220.00	6,332.19
3/6		Bill Pay Wachovia Card GE on Line xxxxxxxxxx0000 on 03-06		100.00	
3/6		Bill Pay Mortgage on Line xxxx71818 on 03-06		2,258.82	6,232.19
3/7		POS Purchase - 03/07 Mech ID 000000 GameStop #0646		60.00	
3/7		Alpharetta GA 1019 00382067594621998 ?McC=5542		8.48	
3/7		POS Purchase - 03/07 Mech ID 000000 GameStop #0646		60.00	6,163.61
3/7		POS Purchase - 03/07 Mech ID 000000 GameStop #0646		60.00	6,103.61
3/7		POS Purchase - 03/07 Mech ID 000000 GameStop #0646		60.00	6,043.61
3/7	^ 1357	Check #1019 482854xxxxx1019 282060653411245 ?McC=8398		60.00	5,983.61
3/8		Check #1019 482854xxxxx1019 282060653411245 ?McC=8398		52.38	
3/8		POS Purchase - 03/08 Mech ID 000000 Meigs #08 Alpharetta GA		60.50	5,931.23
3/8		1019 00302068599500976 ?McC=5311		60.50	5,870.73
3/8		1019 00382068621101245 ?McC=5311		60.50	5,810.23
3/8		POS Purchase - 03/08 Mech ID 000000 Meigs #08 Alpharetta GA	160.74		5,649.49
3/9		POS Purchase - 03/09 Mech ID 000000 GameStop #0646		60.50	5,588.99
3/9		POS Purchase - 03/09 Mech ID 000000 GameStop #0646		60.50	5,528.49



Interest summary

Interest paid this statement	\$0.06
Average collected balance	\$6,545.35
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.06
Interest paid this year	\$0.77

Transaction history

<i>Date</i>	<i>Check Number</i>	<i>Description</i>	<i>Deposits/ Additions</i>	<i>Withdrawals/ Subtractions</i>	<i>Ending daily balance</i>
9/30		MD State Retmt Pension Sept13 xxxxx9100 Barbara A Gibbs	3,923.66		
9/30		Check Crd Purchase 09/27 Nail Artisans Tan Florence SC 482850xxxxxx5016 283270735428020 ?McC=7230		68.00	
9/30		POS Purchase - 09/28 Mach ID 000000 Wal Mart Super Florence SC 5016 00000000932906323 ?McC=5411		127.51	
9/30		POS Purchase - 09/28 Mach ID 000000 Lamb S Produce Florence SC 5016 00000000641193578 ?McC=5499		18.70	
9/30	1406	Check		25.00	8,150.44
10/1		Aetna Inc Benft Pymt 023820000883467 B A Gibbs	423.59		
10/1		POS Purchase - 10/01 Mach ID 000000 Cvs 07609 07609 3306 Florence SC 5016 00383274547494109 ?McC=5912		34.46	
10/1		POS Purchase - 10/01 Mach ID 000000 The Home Depot 8580 Florence SC 5016 00303274736867214 ?McC=5200		49.59	8,489.98
10/2		POS Purchase - 10/02 Mach ID 000000 Florence Travel Florence SC 5016 00000000456668691 ?McC=5542		20.61	
10/2		POS Purchase - 10/02 Mach ID 000000 Lamb S Produce Florence SC 5016 00000000845111871 ?McC=5499		23.42	
10/2		Bill Pay Wachovia Card SE on-Line xxxxxxxxxxxx5601 on 10-02		100.00	
10/2		Bill Pay Nationstar Mortg on-Line xxxxx87135 on 10-02		2,197.32	6,148.63
10/3		Bill Payment Return on 10-03	2,197.32		
10/3		Check Crd Pur Rtrn 10/02 Lowes #01120* Florence SC 482850xxxxxx5016 623276547248956 ?McC=5200	354.24		
10/3		POS Purchase - 10/03 Mach ID 000000 Piggly Wiggly Stor Florence SC 5016 00303276734797728 ?McC=5411		11.18	
10/3		POS Purchase - 10/03 Mach ID 000000 Ross Stores 70 Florence SC 5016 00000000856833400 ?McC=5310		11.86	
10/3		POS Purchase - 10/03 Mach ID 000000 Tj Florence SC 5016 00000000159341386 ?McC=5651		14.73	8,662.42
10/4		Check Crd Purchase 10/03 Lumber Liquidators Florence SC 482850xxxxxx5016 163276597197062 ?McC=5713		1,273.30	
10/4		Check Crd Purchase 10/03 Chipotle 1990 Florence SC 482850xxxxxx5016 003276822758379 ?McC=5814		18.59	
10/4	1407	Cashed Check		200.00	7,170.53
10/7		Check Crd Purchase 10/03 Healthy Food Store Florence SC 482850xxxxxx5016 283276724275866 ?McC=5999		10.44	
10/7		POS Purchase - 10/05 Mach ID 000000 Lamb S Produce Florence SC 5016 00000000445720682 ?McC=5499		29.19	
10/7		Check Crd Purchase 10/05 Country Buffet Res Florence SC 482850xxxxxx5016 283278706865570 ?McC=5812		5.07	
10/7		Check Crd Purchase 10/05 Wendys Hamburg0000 Florence SC 482850xxxxxx5016 163278812430333 ?McC=5814		9.64	
10/7		POS Purchase - 10/05 Mach ID 000000 Exxonmobil POS Florence SC 5016 00000000341425985 ?McC=5542		71.16	
10/7		POS Purchase - 10/05 Mach ID 000000 Wal Mart 0630 Florence SC 5016 00000000154555855 ?McC=5411		4.95	
10/7		POS Purchase - 10/05 Mach ID 000000 Wal Mart Super Florence SC 5016 00000000145706812 ?McC=5411		211.50	6,828.58
10/9		POS Purchase - 10/09 Mach ID 000000 Stein Mart Inc Florence SC 5016 00000000747545009 ?McC=5310		31.30	



Activity summary

Beginning balance on 10/29	\$4,964.72
Deposits/Additions	12,199.06
Withdrawals/Subtractions	- 6,271.34
Ending balance on 11/29	\$10,892.44

Account number: 1010129353397

BARBARA A GIBBS

South Carolina account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 053207766

Overdraft Protection

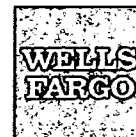
This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Interest summary

Interest paid this statement	\$0.06
Average collected balance	\$7,206.98
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.06
Interest paid this year	\$0.83

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
10/29	1411	Check		750.00	4,214.72
10/31		MD State Retmt Pension Oct13 xxxxx9100 Barbara A Gibbs	3,923.66		
10/31	1409	Check		175.00	7,963.38
11/1		Aetna Inc Benft Pymt 023820000883467 B A Gibbs	423.59		
11/1		POS Purchase - 11/01 Mach ID 000000 Cvs 07609 07609 3306 NC 5016 00000000157947962 ?McC=5542		73.02	
11/1		POS Purchase - 11/01 Mach ID 000000 Wal Mart 0630 Florence SC Florence SC 5016 00303305821292904 ?McC=5912		69.25	
11/1		POS Purchase - 11/01 Mach ID 000000 KJ S Market Iga Florence SC 5016 00583305835596486 ?McC=5411		28.68	8,216.02
11/4		POS Purchase - 11/02 Mach ID 000000 Wal Mart 0630 Florence SC 5016 00000000856496077 ?McC=5411		162.76	
11/4		Check Crd Purchase 11/02 Chipotle 1990 Florence SC 482850xxxxx5016 163306679674522 ?McC=5814		18.59	
11/4		POS Purchase - 11/04 Mach ID 000000 Belk Florence Florence SC 5016 00000000252809199 ?McC=5311		95.39	
11/4		POS Purchase - 11/04 Mach ID 000000 Lamb S Produce Florence SC 5016 00000000949612236 ?McC=5499		23.87	
11/4		POS Purchase - 11/04 Mach ID 000000 KJ S Market Iga Florence SC 5016 00583308712161958 ?McC=5411		30.37	
11/4		POS Purchase Return - 11/04 Mach ID 000000 Belk Florence Florence SC 5016 00000000545766250 ?McC=5311	190.77		8,075.81
11/5		POS Purchase - 11/05 Mach ID 000000 Belk Florence Florence SC 5016 00000000331831545 ?McC=5311		12.85	
11/5		POS Purchase - 11/05 Mach ID 000000 Target T1452 Target T1 Florence SC 5016 00583309683193777 ?McC=5411		20.50	
11/5		POS Purchase - 11/05 Mach ID 000000 Bedbath Beyond Bedbat Florence SC 5016 00463309699373267 ?McC=5719		17.24	
11/5		Bill Pay Wachovia Card SE on-Line XXXXXXXXXXXX5601 on 11-05		100.00	
11/5		Bill Pay Nationstar Mortg on-Line xxxxx87135 on 11-05		2,197.32	5,727.90
11/6		Bill Payment Return on 11-06	2,197.32		
11/6		POS Purchase - 11/06 Mach ID 000000 Piggly Wiggly Stor Florence SC 5016 00583310808379383 ?McC=5411		12.43	7,912.79



- Choose whatever denomination you want to give, between \$25 and \$500.
- Give with confidence, knowing the money never expires.

Get started on your holiday shopping today! Order your gift cards online at wells Fargo.com/giftcard.

Activity summary

Beginning balance on 11/30	\$10,892.44
Deposits/Additions	4,484.93
Withdrawals/Subtractions	- 5,879.07
Ending balance on 12/27	\$9,498.30

Account number: 1010129353397

BARBARA A GIBBS

South Carolina account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 053207766

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Interest summary

Interest paid this statement	\$0.08
Average collected balance	\$9,812.47
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.08
Interest paid this year	\$0.91

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/2		Aetna Inc Benft Pymt 023820000883467 B A Gibbs	423.59		
12/2	1417	Check		25.00	11,291.03
12/3		Bill Pay Wachovia Card SE on-Line XXXXXXXXXXXX5601 on 12-03		100.00	
12/3		Bill Pay Nationstar Mortg on-Line xxxxx87135 on 12-03		2,197.32	8,993.71
12/4		Bill Payment Return on 12-04	2,197.32		
12/4		Check Crd Purchase 12/02 Office Depot #336 Florence SC 482850xxxxx5016 003336599239530 ?McC=5943		242.99	
12/4		Check Crd Purchase 12/03 Burger King #1686 Florence SC 482850xxxxx5016 083337746091910 ?McC=5814		20.79	10,927.25
12/5		POS Purchase - 12/05 Mach ID 000000 Cracker B 1102 E Cumbe Dunn NC 5016 00000000053008343 ?McC=5814		21.30	
12/5		POS Purchase - 12/05 Mach ID 000000 Lowe S 1120 Florence SC 5016 00463339727299412 ?McC=5200		65.09	
12/5		POS Purchase - 12/05 Mach ID 000000 Cvs 07609 07609 3306 Florence SC 5016 00000000142714800 ?McC=5912		17.05	
12/5	1418	Check		800.00	10,023.81
12/6		POS Purchase - 12/06 Mach ID 000000 Tj Tj Maxx Florence SC 5016 00000000050508399 ?McC=5651		14.86	
12/6		POS Purchase - 12/06 Mach ID 000000 Stein Mar 1945 West PA Florence SC 5016 00000000056592370 ?McC=5310		54.56	
12/6		ATM Withdrawal - 12/06 Mach ID 0586x 104 David H. Macleod B Florence SC 5016 0000167		20.00	9,934.39
12/9		Check Crd Pur Rtrn 12/07 Stein-Mart #0190 Florence SC 473702xxxxx2144 613342551160410 ?McC=5310	32.37		
12/9		Check Crd Purchase 12/06 Bravo Event & Part Florence SC 482850xxxxx5016 083340561880804 ?McC=7394		128.65	

Bank of America 

Cashier's Check

No. 0761103873

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date: 09/04/15 05:03:36 PM

NTX

DENTSVILLE

0015

7071900

0071

Pay



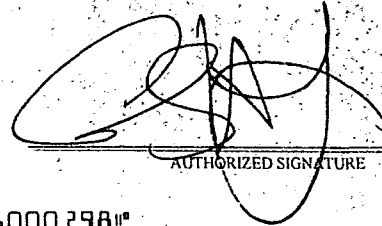
BANK OF AMERICA THREE ZERO ZERO ZERO CTCTS

***\$3,000.00

To The Order Of DUFFY REALTY ESCROW

Remitter (Purchased By): MELVIN E GIBBS

Bank of America, N.A.
SAN ANTONIO, TX



AUTHORIZED SIGNATURE

⑈0761103873⑈ ⑆114000019⑆ 001641000298⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Bank of America 

**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time of Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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09/04/2015 17:06 NSC 1000720 R540580132
Acct# *****2084 CC 7071900 Tr 00015

Total Deposit To CHK	\$3,000.00
Credit Pending Posts on	09/04/2015
Available Now	\$0.00

IntRef# 18F89RE0M54B454780C3

Member FDIC
95-14-2005B 10-2012



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER



This Counteroffer is made at 1 o'clock p m. on the date of 08/31/2015

2015 Printing

This is a Counteroffer to or modification of, as the case may be, (hereinafter collectively "Counteroffer") the unaccepted original offer ("Original Offer") set forth in the Purchase and Sale Agreement dated 08/29/2015 for property located at: 408 Water Fall Lane, Stone Mountain, Georgia 30087 ("Property"). The Original Offer is hereby incorporated in its entirety into this Counteroffer by reference.

- A. Previous Counteroffers Rejected.** Any and all previous Counteroffers made by either party are hereby rejected and shall not be considered a part of any future agreement between the parties.
- B. Effect of Accepting This Counteroffer.** The terms of this Counteroffer shall modify the Original Offer and control over any conflicting or inconsistent provisions contained therein. The acceptance of this Counteroffer only needs to be evidenced by the parties signing this Counteroffer. This Counteroffer along with the Original Offer shall constitute the entire, legally binding agreement of the parties relative to the purchase and sale of the above-referenced Property. The Binding Agreement Date of such agreement shall be the date when the party who made this Counteroffer receives notice (as that term is defined in the Original Offer), that it has been timely accepted prior to the end of the time limit of this Counteroffer.
- C. Clean Copy of Agreement.** At any time prior to closing, either party if so requested by the other shall sign a conformed or "clean" copy of the Agreement combining the terms of Original Offer with the controlling and supplemental provisions of this Counteroffer into one (1) document.
- D. Terms and Conditions.** The following terms and conditions of the Original Offer are modified as follows: *[The sections not filled in or marked N/A shall not be a part of this Counteroffer and shall remain the same as set forth in the original offer.]*

Purchase Price of Property to be Paid by Buyer: \$ 299,900	Seller's Monetary Contribution at Closing: \$ 5,000
Closing Date: N/A	Seller Retains Possession of Property Through: N/A
Holder of Earnest Money ("Holder"): N/A	Closing Law Firm: N/A
Earnest Money: Earnest Money shall be paid by <input type="checkbox"/> check <input type="checkbox"/> cash or <input type="checkbox"/> wire transfer of immediately available funds as follows: <input type="checkbox"/> 1. \$ _____ as of the Offer Date. <input type="checkbox"/> 2. \$ _____ within ____ days from the Binding Agreement Date. <input type="checkbox"/> 3. _____	
Property is being sold subject to a Due Diligence Period of <u>10</u> days from the Binding Agreement Date.	

- E. Other Modifications to the Original Offer:**
1. Seller to provide \$7,900 flooring allowance to be paid to contractor of buyer's choice at closing.
 -----END-----

Additional pages are or are not attached.

Time Limit of this Counteroffer: This Counteroffer, which incorporates and controls over the Original Offer, shall expire at 1 o'clock p m. on the date of 9/01/2015 unless prior to that time it is accepted in writing and notice (as that term is defined in the Original Offer) is delivered to the party who made the Counteroffer.

This Counteroffer is made at 1 o'clock p m. on the date of 08/31/2015

Buyer Acceptance and Contact Information

1. Melvin E Gibbs
Buyer's Signature

Melvin E Gibbs
Print or Type Name

4257 Monterey Drive
Buyer's Address

Florence, SC 29501

mgibbs70@aol.com
Buyer's E-mail Address

843-610-0674
Buyer's Phone # Fax #

2. _____
Buyer's Signature

Print or Type Name

Buyer's Address

Buyer's E-mail Address

Buyer's Phone # Fax #

Selling Broker/Affiliated Licensee Contact Information:

DUFFY REALTY
Selling Broker

By: Shane Vaughn
Broker or Broker's Affiliated Licensee

SHANE VAUGHN
Print or Type Name

DUFF01 H-44692
MLS Office Code Brokerage Firm License Number

404-482-3578 404-475-2019
Phone # Fax #

E-Mail shanewithduffyrealty@gmail.com

339208
Selling Agent's Georgia Real Estate License Number

Member of: _____ of REALTORS®

Seller Acceptance and Contact Information

1. Anthony Williams
Seller's Signature

dotloop verified
09/01/15 5:37PM EDT
ROUM-DV5U-9QK4-3651

Print or Type Name

Seller's Address

Seller's E-mail Address

Seller's Phone # Fax #

2. Vera Williams
Seller's Signature

dotloop verified
09/01/15 5:35PM EDT
MGXY-YPDQ-0HND-XPRR

Print or Type Name

Seller's Address

Seller's E-mail Address

Seller's Phone # Fax #

Listing Broker/Affiliated Licensee Contact Information:

KELLER WILLIAMS REALTY ATL PART
Listing Broker

By: Brenda L. Conley
Broker or Broker's Affiliated Licensee

Brenda Conley
Print or Type Name

KWRS03 H-46676
MLS Office Code Brokerage Firm License Number

678-755-5373 678-302-9714
Phone # Fax #

E-Mail brenda@journeyhomere.com

261069
Listing Agent's Georgia Real Estate License Number

Member of: Atlanta Board of REALTORS®

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 01/2015
and has been filled in by S Vaughn

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COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT "A"



2015 Printing

This Exhibit is part of the Agreement with an Offer Date of 08/29/2015 for the purchase and sale of that certain Property known as: 408 Waterfall Lane, Stone Mountain, Georgia 30087.

Seller hereby discloses the following to the Buyer:

A. TYPE OF ASSOCIATION.

In purchasing the Property, Buyer will either become a mandatory member or have the opportunity to become a voluntary member in the following type of community association ("Association");
[Select all which apply. The section not checked shall not be a part of this Exhibit.]

- Mandatory Membership Condominium Association
- Mandatory Membership Homeowners Association
- Voluntary Membership Homeowners Association

B. SIZE OF COMMUNITY, IF CONDOMINIUM.

If the Community is a condominium, the number of units in the condominium is as follows: _____

C. The community in which the Property is located is OR is not restricted?

If the community is age restricted, occupancy is limited to: _____

- At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older ("Over 55 Exemption")
- All units are occupied by persons 62 or older ("62 and Older Exemption")

D. EXISTENCE OF MASTER ASSOCIATION.

In addition to the Association referenced above, there is OR is not a master association of which Buyer shall become a member or in which the Association is already a member.

E. CONTACT INFORMATION FOR ASSOCIATION:

Contact Person / Title: Water's Edge Homeowners Association, Inc.

Property Management Company: Homeowners' Association, Inc

Telephone Number: 770-667-0595

E-mail Address: HMS@HMS-inc.net

Mailing Address: P.O.Box 2458 Alpharetta, GA 3023-2458

Website Address of Association: www.HMS-inc.net

F. ANNUAL ASSOCIATION ASSESSMENTS.

[Select all which apply. The sections not checked shall not be a part of this Agreement.]

- 1. Mandatory Membership Association:** Buyer will have to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated total annual assessment paid by the owner of the Property to the Association is currently \$800.00 and is paid in 4 installments.
- 2. Voluntary Membership Association:** If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be _____ and paid in _____ installments.
- 3. Master Association:** If the Buyer of the Property will also be obligated to pay an annual assessment to a master association, the annual assessment is estimated to be _____ and shall be paid in _____ installments.

G. FEES CHARGED TO BUYER UPON THE SALE OF THE PROPERTY.

In purchasing the Property, Buyer may be obligated to pay to the Association or the Association's management company certain fees including, but not limited to, an initiation fee, new member fee, transfer fee, new account set-up fee and other similar fees (hereinafter collectively referred to as "Fees Due Upon the Purchase of the Property").

There are OR are not such Fees Due Upon the Purchase of the Property and the total amount of such Fees is estimated to be: \$ _____.

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H. ACCOUNT STATEMENT OR CLEARANCE LETTER.

Any letter from the Association confirming whether assessments or other amounts are owed on the Property shall be paid by the Buyer OR Seller. If Seller is paying for the Account Statement or Clearance Letter, the payment shall be in addition to the Items Paid by Seller set forth in the Agreement.

I. LITIGATION. There is or is not any threatening or existing litigation relating to alleged construction defects in the Community in which the community association is involved.

If there is threatening or existing litigation, please summarize the same below:

J. SPECIAL ASSESSMENTS. [Select all which apply. The sections not checked shall not be a part of this Agreement.]

To the best of Seller's knowledge there is OR is not a special assessment owing to or under consideration by the Association or any Master Association. If a special assessment is owing to or under consideration by the Association or any Master Association, it is [Select all which apply. The sections not checked shall not be a part of this Agreement]:

- already passed by the Association in the estimated amount of \$ _____;
- already passed by the Master Association in the estimated amount of \$ _____;
- under consideration by the Association in the estimated amount of \$ _____; or
- under consideration by the Master Association in the estimated amount of \$ _____.

K. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES.

The following services and amenities are paid for by the Association from the annual assessment: [Select all which apply. The sections not checked shall not be a part of this Agreement.]

Utilities for Property

- Gas
- Water
- Electric
- Heating
- Sewer

Services

- Concierge
- Gate Attendant
- Trash Pickup
- Road Maintenance
- Maintenance of Property
 - Grounds
 - Dwelling Exterior
 - Common Area Maintenance

Amenities

- Pool
- Tennis
- Golf
- Clubhouse
- Playground
- Exercise Facility
- Equestrian Facility
- Marina/Boat Storage

Other

- Cable
- Pest Control
- Termite Control
- Fire Insurance on Property
- Common Area Insurance

L. KEYS AND SIMILAR ITEMS.

At closing, Seller shall provide Buyer with all keys, key fobs, key cards, access codes, openers and the like for the Property and any of the following that might serve the Property or be available to the Property Owner: lobby door, elevator, service area door, garage door, parking garage control gate, community access entry gate, swimming pool gate, trash room, mailroom and mailbox, door leading to clubhouse or exercise facility and other similar facilities available in the community.

M. ADDITIONAL FEES FOR SERVICES AND FACILITIES.

If any of the above-referenced services and amenities require the payment of an additional fee to receive the service or use the amenity, the service and / or amenity and the fee for using (or receiving the same) is set forth below:

N. USE OF PROPERTY DISCLAIMER.

Most community association legal documents contain significant restrictions on the use of the Property and on the common property available for use by the community as a whole. By way of example only, this may include restrictions on leasing, pets, the business use of the Property, noise, parking and architectural changes to the Property. Buyer is encouraged to obtain and review the community association legal documents to ensure that Buyer is familiar with the same and that such restrictions are acceptable to Buyer before the expiration of any Due Diligence Period.

O. SELLER COOPERATION.

Seller acknowledges that in some cases Buyer may not be able to receive information directly from the Association or its manager because the Buyer is not yet the property owner. In such an event, Seller agrees to cooperate fully with the Buyer in obtaining reasonably available information from the Association and its manager on behalf of Buyer relating to the property, the Association and/or management of the Association.

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P. SELLER WARRANTY.

Seller warrants that to the best of Seller's knowledge and belief, the information in this exhibit is accurate and complete. However, Buyer is encouraged to contact the Association to confirm what assessments and fees Buyer will owe when Buyer purchases the Property and the services and amenities that will be available to Buyer in living in the community.

Buyer's Initials:  / 

Seller's Initials:  / 

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SELLER'S PROPERTY DISCLOSURE STATEMENT

EXHIBIT " B "



2015 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of 8/29/2015 for Property known as or located at: 408 Waterfall Lane, Stone Mountain, Georgia 30087. This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
- (2) leave no question unanswered;
- (3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Purchase and Sale Agreement;
- (4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
- (5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.

C. DISCLOSURES.

	Yes	No	Don't Know
1. OCCUPANCY:			
(a) Is the Property vacant? If yes, how long has it been since Seller occupied the Property? <u>4 months</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is the Property or any portion thereof leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. COVENANTS, FEES AND ASSESSMENTS:			
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Is the Property part of a condominium or community in which there is a homeowners' association? [IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT, GAR FORM 123].	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. LEAD-BASED PAINT: Was any part of the residential dwelling on the Property or any painted, component, fixture or material used therein constructed or manufactured prior to 1978? If you have answered "Yes" or "Don't Know" the Lead-Based Paint Exhibit F54 must be executed by the parties and the Lead-Based Paint Pamphlet F55 must be provided to the buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:			
(a) What year was the main residential dwelling constructed? <u>1997</u>			
(b) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Have any structural reinforcements or supports been added?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Has there been any cracking, settlement or visible movement of retaining walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have there been any additions, structural changes, or any other major alterations to the original improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Has any work been done where a required building permit was not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Is Seller aware of violations of building codes or zoning regulations or received notice of the same?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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F50, Seller's Property Disclosure Statement Exhibit, Page 1 of 6, 01/01/15

Yes No Don't Know

5. SYSTEMS AND COMPONENTS:

(a) What is/are the heating system(s) serving the Property?

Heat Energy Source	Area(s) Served	Approximate Age	In Working Condition?
1. <input checked="" type="checkbox"/> gas <input type="checkbox"/> electric <input type="checkbox"/> radiant <input type="checkbox"/> heat pump <input checked="" type="checkbox"/> forced air <input type="checkbox"/> _____	First Floor	12 years	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. <input checked="" type="checkbox"/> gas <input type="checkbox"/> electric <input type="checkbox"/> radiant <input type="checkbox"/> heat pump <input checked="" type="checkbox"/> forced air <input type="checkbox"/> _____	Second Floor	8 years	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. <input type="checkbox"/> gas <input type="checkbox"/> electric <input type="checkbox"/> radiant <input checked="" type="checkbox"/> heat pump <input type="checkbox"/> forced air <input type="checkbox"/> _____	Basement	12 years	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. <input type="checkbox"/> gas <input type="checkbox"/> electric <input type="checkbox"/> radiant <input type="checkbox"/> heat pump <input type="checkbox"/> forced air <input type="checkbox"/> _____			<input type="checkbox"/> Yes <input type="checkbox"/> No

(b) Does the heating system(s) not serve any enclosed part of the main dwelling?

(c) What is/are the air conditioning systems(s) (A/C) serving the Property?

A/C Energy Source	Area(s) Served	Approximate Age	In Working Condition?
1. <input type="checkbox"/> gas <input checked="" type="checkbox"/> electric <input type="checkbox"/> _____	First Floor	12 years	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. <input type="checkbox"/> gas <input checked="" type="checkbox"/> electric <input type="checkbox"/> _____	Second Floor	8 years	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. <input type="checkbox"/> gas <input checked="" type="checkbox"/> electric <input type="checkbox"/> Heat Pump	Basement	12 years	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. <input type="checkbox"/> gas <input type="checkbox"/> electric <input type="checkbox"/> _____			<input type="checkbox"/> Yes <input type="checkbox"/> No

(d) Does the air conditioning system(s) not serve any enclosed part of the main dwelling?

(e) What is/are the water heater(s) serving the Property?

Energy Source to heat water?	Tankless?	Approximate Age	In Working Condition?
1. <input checked="" type="checkbox"/> gas <input type="checkbox"/> electric <input type="checkbox"/> solar	<input type="checkbox"/> Yes <input type="checkbox"/> No	10 year old	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. <input type="checkbox"/> gas <input type="checkbox"/> electric <input type="checkbox"/> solar	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. <input type="checkbox"/> gas <input type="checkbox"/> electric <input type="checkbox"/> solar	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
4. <input type="checkbox"/> gas <input type="checkbox"/> electric <input type="checkbox"/> solar	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No

(f) Is there any system or appliance which is leased or for which the buver must pay a transfer fee to continue to use? If yes, what is the transfer fee? \$ _____

If yes, what is the current rental fee? \$ _____ per _____

(g) Does any dwelling or garage have aluminum wiring other than in the primary service line?

(h) Are any fixtures or appliances included in the sale in need of repair or replacement?

(i) Are any fireplaces presently not working, decorative only or in need of repair?

(j) When was each fireplace, wood stove or chimney/flue last cleaned?

Date(s): _____

6. ROOF, GUTTERS AND DOWNSPOUTS:

(a) Approximate age of roof: 5 _____ years.

(b) Has any part of the roof been repaired during Seller's ownership?

(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters or downspouts?

D. ITEMS TO REMAIN WITH PROPERTY: (Check (✓) only those fixtures/personal property (hereinafter "items") below that are included in the sale of Property. Unless otherwise indicated, if there is more than one item (such as a second refrigerator or two chandeliers or three smoke detectors), all such items checked are included in the sale of Property. Those items listed below that are not checked shall not be included in the sale of Property.

Appliances

- Clothes Dryer
 - Gas
 - Electric
- Clothes Washing Machine
- Dishwasher
 - Built-In
 - Free Standing
- Garage Door Opener
 - Remote Control
- Ice Maker
 - Built-In
 - Free Standing
- Microwave Oven
 - Built-In
 - Free Standing
- Oven
 - Electric
 - Gas
 - Convection
 - Free Standing
 - Wall Oven (built in)
 - Single
 - Double
- Refrigerator
- Stove
 - Gas
 - Electric
 - Built-In
 - Free Standing
- Surface Unit Cook Top
 - Gas
 - Electric
- Trash Compactor
 - Built-In
 - Free Standing
- Vacuum System (Built-In)
- Vacuum Attachments
- Vent Hood
 - Double
- Wine Cooler

Home Media

- Cable Jacks
- Cable Receiver
- Cable Remotes
- Intercom System
- Internet HUB
- Internet Wiring
- Satellite Dish
- Satellite Receiver
- Satellite Remote
- Speakers (Built-In)
- Switch Plate Covers
- Television (TV)
 - Antenna
 - Mounts/Brackets
 - Remote
 - Wiring

Interior Fixtures

- Ceiling Fan
 - Remote Control
- Chandelier(s)
- Fireplace
 - Gas Logs
 - Gas Starter Key
 - Remote Control
 - Screen/Door
 - Wood Burning Insert
- Light Bulbs
- Light Fixtures
- Mirror (Attached)
- Shelving Unit & System
 - Built-In
 - Free Standing
- Shower Head/Sprayer
- Window Treatments (including Hardware)

Landscaping / Yard

- Arbor
- Awning
- Basketball Post & Goal
 - Built-In
 - Free Standing

- Birdhouses
- Boat Dock serving Property
- Fence (Invisible)
- Fence Pet Collar
- Dog House
- Flag Pole
- Gazebo
- Irrigation System
- Landscaping Lights
- Mailbox
- Out/Storage Building
- Porch swing
- Statuary
- Stepping Stones
- Swing Set
 - Tree House
 - Trellis
- Weather Vane

Recreation

- Above Ground Pool
- Gas Grill
 - Built-In
 - Free Standing
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- Sauna
- Swimming Pool Equipment (List below)

Safety

- Alarm System (Burglar)
 - Leased
 - Owned
- Alarm System (Smoke/Fire)
 - Leased
 - Owned
- Camera(s)
- Carbon Monoxide Detector
- Doorbell
- Door & Window Hardware
- Fire Sprinkler System

- Gates
 - Remote Control
- Safe (Built-In)
- Smoke Detector
 - Battery Operated
 - Hard Wired

Systems

- Air Conditioning Window Unit
- Air Purifier
- Attic Fan (Whole House Fan)
- Attic Ventilator Fan
- Basement/Crawl Space Ventilator Fan
- Dehumidifier
 - Built-In
 - Free Standing
- Humidifier
- Propane/Fuel Oil Tanks
 - Above ground
 - Buried
 - Leased
 - Owned
- Propane/ Fuel Oil in Tank
- Sewage Pump
- Sump Pump
- Thermostat
- Water Purification System
 - Leased
 - Owned
- Water Softener System
 - Leased
 - Owned
- Well Pump
- Window Screens

Location of items checked above: _____

Other items, and it's location, included in the sale of the Property shall be: _____

Other items not included in the sale of Property shall be: _____

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The common law of fixtures shall apply to items not addressed herein. Those items that are not included in the sale of Property shall remain Property of Seller and shall be removed prior to closing or the transfer of possession of Property to Buyer, whichever is later. Seller shall lose the right to remove any such items not timely removed. In removing all items, Seller shall use reasonable care to prevent damage and, if necessary, shall restore the area where the item has been removed to its original condition.

SELLER'S REPRESENTATION REGARDING SELLER'S PROPERTY DISCLOSURE STATEMENT:

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: Anthony Williams dotloop verified
07/23/15 8:43PM EDT
U56H-4NWO-IMVA-CYEO

Seller: Vera Williams dotloop verified
07/23/15 8:38PM EDT
K6MF-M4DA-AGUK-3NAQ

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Buyer acknowledges the receipt of this Seller's Property Disclosure Statement.

Buyer: Melvin E Gibbs 8/31/2015

Buyer: _____

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Request for Foreclosure Intervention
File No.: F13-02446

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

Property Address: 4257 Monterey Drive, Florence, SC 29501

I am the owner but do not occupy the property.

I am the owner of and occupy the property.

Is this street address correct? Yes No

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

If No, what is the correct street address: _____

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

_____ I submitted a complete loss mitigation package to the mortgage company on 9-28-2011

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

Reinstatement

Loan Modification

Payoff

Deed in Lieu

Payment Plan

Short Sale

Forbearance Agreement

Other: _____

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

N/A I elect not to participate in any Foreclosure Intervention.

I am represented by counsel in this foreclosure action. NO

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

Contact #'s:

Home: 843-407-6297

Work: _____

Cellular: 843-610-0674

Other: _____

May we leave a phone message? At home Yes No

On your cellular phone: Yes No At work Yes No

May we call your cell phone? Yes No

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

Email: MGibbs.70@AOL.Com

PRINT NAME: Melvin Gibbs

Melvin Gibbs (Signature)

Date: November 18, 2013

Please note, if you are represented by counsel in the foreclosure action KORN LAW FIRM, P.A., will only communicate with you through your
counsel.

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

M. Eugene Gibbs, [Esq.] Retired NYC-PD

4257 Monterey Drive
Florence, South Carolina 29501
(843) 610-0674
E-Mail: mgibbs70@aol.com

August 05, 2015

Hon. Mayor Bill de Blasio
City Hall
New York, NY 10007

cc: Police Commissioner William J. Bratton, First Deputy Commissioner Benjamin Tucker and
Charlie Beck, Chief of Police, LAPD

Re: NYC-PD and RACE

[William "Bill" Cosby: RAPE and Stolen Art]

By way of introduction: 40 years ago Police Commissioner Michael Codd requested I participate in the conference on race at Major de Seversky; at the conclusion of the conference I co-wrote the NYC-PD's "position paper" on race. I was assigned to the 69th Pct., but did not realize the police officer removed to create a space for me was: First Deputy Commissioner Benjamin Tucker....¹ In 1971, I am informed, I impacted the NYC-PD's conference on Race held at Fort Totten, more than any speaker....

My first encounter with Commissioner Codd – I was assigned to the 79th Pct. and Codd was Commander of Brooklyn North. Several White officers beat a student beyond recognition; at Boys High School (832 Marcy Avenue, B'klyn). The event caused a riot; trapping three officers in the school. When I arrived students were throwing items from the windows: chairs, trash cans, books and all that wasn't nailed down. I walked in the courtyard and yelled, "STOP". The school became silent and I motioned for the three officers to walk out of the school. My captain informed Codd I had stopped another riot; caused when two White cops arrested a nine month pregnant Black woman. They cuffed her hands behind her back; she struggled while asking, "Why are you arresting me and not the landlord?" The officers pushed her stomach first into the rear side panel of the police car – Bed-Sty erupted. Codd asked me to accept Boys High as an assignment. I was assigned to – BOYS HIGH SCHOOL: my alma mater....

I met Capt. Francis, Assistant Chief Inspector Eldridge Waith and Benjamin Ward, 45 years ago. They created a tutorial class with emphasis on math and math related problems, designed to recruit minorities. Benjamin Ward was selected to teach the math related sections.

¹ It is my hope that Ben Tucker remembers my character for truthfulness, and I was fortunate to connect with Ben while litigating the art case: US District Court, Southern District of New York in or about 1997: this was prior to discovering the "main players." I will admit to being "crazy" but I'm honest to a fault!

After assisting Ward with several math equations – they (including Ward) asked me to teach the math classes.² We recruited more minorities than at any time in NYC-PD's history.

My crusade to minimize police brutality and gain equality caused an irreconcilable difference and ended my police career. I never requested or accepted anything from Waith; and the only request I made of Codd was to be transferred from the 79th Pct. to the 73rd Pct. This was after 16 cops beat a Black woman who died. I wasn't working the night it happened, but I sought justice for her family.³ When I sought assistance from outside the department, my connection to Codd was severed. In 1971 I wrote:

(©1971) "Systematic Murder"

Protect and guide my youth, so they may build a nation-strong
There are many subtle pitfalls they must clear to avoid the systematic wrong
To build a nation, we all must make a contribution before we die
And when young life is wasted, we must demand of ourselves why
Remember my young, Clifford Glover, Claude Reese
Both so young, and now listed as decease
Not shooting dope or in a far off corner smoking pot
But, from a single racist bullet, ringing from a single systematic shot
The system declare, the press write, what a tragic mistake
I say to the system, give back the life you did take
Black media and people, you say Officers Bosco and Shea have
Committed murder by taking two of our youthful lives
I say to you stop the rhetoric and non-sense, it is the same
"system" that for years have raped our sisters and wives

Tears of a Cop

I have been where you fear to go... I have seen what you fear to see...
I have done what you fear to do... All these things I've done for you.
I am the one you lean upon... The one you cast your scorn upon...
The one you bring your troubles to... All these people I've been for you.
The one you ask to stand apart... The one you feel should have no heart...
The one you call the man in blue... But I am human just like you.
And through the years I've come to see... That I'm not what you ask of me...
And when you watch a person die... And hear a battered baby cry...
Then so you think that you can be... All those things you ask of me...?
So take this badge and take this gun... Will you take it? Will anyone?

Unknown Cop

2 My math skills are also relevant during a latter discussion. "They" believed (including Benjamin Ward) came to believe I would be the first Black police commissioner. Although I had long departed NYC-PD, I could not have been prouder when Benjamin Ward was named the first Black Police Commissioner.

3 I can no longer remember the numerous times I physically stopped fellow officers from brutalizing Black people. In addition to "being" 6'- 4" and 215 pounds, I studied martial arts under Officer Al Gotay (Sgt.) and his Sensei (Instructor), Peter Urban – Chinatown.

Fast forward – 20 years ago my law firm (Gibbs, Scott & Redmond) was retained to represent the Estate of the late Black artist, William H. Johnson. It was my belief that a few works of art would be recovered valued at about \$250,000. My investigation revealed the Harmon Foundation stole 2,000 works of art by Johnson - \$10 Billion and 1,000 works of art belonging to 200 Black artists - \$10 Billion and a connection to the Dr. Barnes Art Trust - \$30 Billion: see, *The Art of the Steal*, by Don Argott. During my conversation with Dr. Johnnetta Cole (former President Spellman College), Dr. Cole stated, “I do not have any of the art, but you are about to open a ‘can of worms’ that you have no idea.”

Dr. David Driskell “oversaw” the thefts by the Harmon Foundation. When Driskell resigned as Chairman Art Department, Fisk University to accept the same position at the University of Maryland – Driskell stole artwork valued at more than \$100 million. Driskell became Curator of William “Bill” Cosby’s art collection. Having teamed with Cosby – they gained control of \$\$\$ billion [estimated to be \$10 billion] of stolen Black art at the Smithsonian Institution, and stole art from the Dr. Barnes Trust [Valued at \$30 Billion].

The stolen art was used to corrupt politicians, lawyers, judges and public figures. Cosby is “protected” by a person or persons in the Justice Department. The political “system” we believe we have do not exist. Congress is controlled – “key” members are controlled by stolen art. *I believed members of Congress were dedicated to serving their constituency. Wrong, there is a corrupt structure in place to serve the rich:* below are the realities hidden from America:

...while litigating the stolen art I appeared on CBS Sunday Morning, BET Television, ABC – News (New York), NBC – News (Savannah, Georgia), NBC – News (Florence, SC), Channel 21 News – Washington, DC area, Washington Post, etc....

My illegal arrest (2003), indictment and tortured confession were secured for the sole purpose of preventing me from exposing the art thefts.... AUSA James Trusty on behalf of the Justice Department ordered me to be tortured to force me to confess to a crime that Trusty knew had not been committed. USA James Trusty conspired with an individual(s) to ensure I was denied bail: using a 16 year old nolle prosequi domestic charge. Trusty knew the charge arose from me being placed on steroids to save my life due to a lung disease: Sarcoidosis – I was taking 60 mg of Prednisone (Steroid) per day for months. My dosage was reduced to 20 mg a day over a few days – this should have occurred over several weeks.

AUSA James Trusty stood before Judge Day and stated, “Well, these pleadings in terms - they probably will not generate counts by way of criminal conduct because it is my understanding that with the time stamp it shows they were had delivered, and I’m not sure if there is any - they would not be covered by mailing or writing threatening communications. ...During Mr. Gibbs, 60 years we cannot find so much as a speeding ticket.” [sic] ...then I was “flagged” by the Justice Department.

My torture included but was not limited as follow: Forced to stay in a prison cell 23 hours a day where the temperature exceeded 105 degrees; Denied law library privileges, pen and pencil, legal documents not filed with the court; Forced to stand outside in 30 degree weather in a tee-shirt; Transported in a steel cage to which there was no escape during a catastrophic accident, and the heat turned off in winter and the air conditioning turned off in the summer – I came very close to death; Flown thousands of miles over several days to travel less than 200 miles; Forced to undergo sleep deprivation prior to court appearances.

When “they” destroyed me and my law firm, in addition to litigating the largest art conspiracy in history, I was in the process of developing a means to quantify pain in personal injury cases:

Expert reconstruction of the accident using a robotic “cadaver” while explaining the actual effects of pain – $E=mgh$, $E=(\frac{1}{2})kx^2$, $x=\sqrt{2mgh/k}$, $f=kx=\sqrt{2mghk}$. Investigating two innocent Black Men having been executed (1950s) in Florence, South Carolina.⁴ In one case, a White doctor on his “death bed” confessed to having killed his wife and “staged” the evidence to convict his Black gardener. The other case involved “covering up” two murders committed by a White politician’s mentally challenged son – the son was in love with the female victim. Police women were relegated to clerical duties and jail matrons. Gibbs encouraged Hilda Hubbard and Iren Niles to seek equal patrol rights and supported every effort they undertook. ...it was Contracts (class) that prevented me from completing law school in two years.⁵ Pursuant to ABA Guidelines, I would have been required to attend law school for two and one-half years. I “walked away” from law school for eight years prior to returning to graduate.

“They” offered me \$5 million to throw my clients under the bus; an offer I would never consider. But the offer was insulting based on the fact this would have been less than one-half of one per cent of the value of the art.

Peter Stern, Esq., assisted by James Bogle, Sr. Ass AG, South Carolina, had me falsely arrested, tortured and convicted to conceal the largest art conspiracy in American history: assisted by AUSA James Trusty – he rigged the grand jury: there was no crime, no victim or witness. AND, AUSA Neil Corwin – he stopped the investigation by the FBI Art Theft Unit, Queens, New York.⁶ For additional information: [see, mystolenart.com](http://mystolenart.com).

4 Gibbs law firm, GIBBS, SCOTT & REDMOND was located in Florence, South Carolina.

5 Gibbs was jointly enrolled in classes to obtain a Masters Degree in Forensic Science. AND Gibbs wrote the outline for his Dissertation: Animus Quo – The Intent in Which Blacks are Excluded from the Jury. Although there “was not” a Constitutional right to serve on a jury (1980 – Gibbs was a 1st year law student), a Constitutional right not to be excluded based on race did exist.

6 We stand witness to Black men being exonerated for murder, rape and mayhem is testimony as to why something must be done. Corruption is one issue, but mainly there are cover-ups designed to shield incompetent judges who do harm and violence to our justice system. Recently two Black men were exonerated after 39 years on Death Row.

PROFFER –

The FBI falsely arrested Gibbs and confiscated (never returned) Gibbs' case file – Gibbs v. Smithsonian Institution. The file was protected by attorney client privilege; yet the AUSA Jim Trusty distorted facts in the file to effect Gibbs' prosecution.

Gibbs highlighted his prosecution strategy of the stolen art case in a manner to convict the perpetrators and secure damages, to wit:

Michael Rosenfeld (Gallery) used a bogus purchase from the Mary Beatie Brady Estate to provide cover for art stolen from Historical Black Colleges and Universities (HBCUs): Fisk, Howard, Hampton, Tuskegee, Morgan State and Clark Atlanta Universities – Chiefly, the William H. Johnson painting “Sarah” was stolen from Tuskegee University. Mary Beatie Brady as President of the Harmon Foundation was responsible for the theft of 2,000 works of art by William H. Johnson, and 1,000 works of art by 200 Black artist. **OBSERVATION:** Michael Rosenfeld is the weak link in the corrupt organization and will “rat” on his mother to avoid jail time,

Dr. Richard Powell, as a young art student, was coerced into a love affair with an older professor, Dr. David Driskell. When Driskell departed Fisk University as Chairman of the Art Department to take the same position at the University of Maryland – Driskell stole more than 100 paintings from Fisk University: those paintings are valued at more than \$100 million. Dr. Driskell became curator of Bill Cosby's art collection and Driskell and Cosby extended their thefts to the Dr. Barnes Art Trust [\$30 Billion].... Dr. Powell is weak and cannot withstand interrogation as to the facts of the case: he will reveal – who, when, where and how...the why is tied to great financial gain,

The Smithsonian Institution discovered they are in possession of stolen Black art having a value of more than \$10 Billion. In order to cover-up the theft, the Smithsonian joined with Dr. Driskell to have Dr. Powell to create a false *provenance* for the stolen art work.

Why would the Justice Department “protect” William “Bill” Cosby and Rep. John Lewis (D-GA)? It would be at the request of “powerful” people or Cosby and Lewis were used as informants – spying on Dr. King and the Civil Rights Movement. Bill Cosby can be compared to Carlo Gambino (former Mafia Don). If I was an investigator on the Ennis Cosby murder case, I would re-open the case.... There are several books in the conspiracy: Dr. Richard Powell, **Homecoming – The Art and Life of William H. Johnson**; Dr. David Cl. Driskell, **The other Side of Color** – African American Art in the Collection of Camille O. and William H. Cosby Jr.; NOVAE: William H. Johnson. And exposing the conspiracy: Steve Turner & Victoria Dailey, **William H. Johnson – Truth Be Told**. Film: The Art of the Seal, Don Argott, and more than 300 documents retrieved from the Library of Congress (Madison Building), Inspector General (Smithsonian Institution) and the National Achieves. ADDITIONALLY, I've written: **M.E. (Melvin Eugene) The Last Angry Cop!**... first pinned (2011) as **“I Am No Ordinary Negro!** – taken from a letter written by William H. Johnson in 1938.

What happened to me is an example of the fate that awaited the women “drug” raped by Bill Cosby had they come forward 30, 40 years ago.

**In the event of my death or incapacity any and all investigation must begin and end
HERE!**

If there exist any doubts, invite Al Sharpton and members of the Black Caucus to a meeting and reveal the contents of the art thefts and request their opinions as to what should be done. Jointly request the opinion of the three senators and three representatives on the Smithsonian's board of regents and those in power at the Smithsonian; particularly the Museum of American Art.

I was recruited to play Basketball by legendary Boys High Coach Mickey Fisher, who informed me, "If you don't know the players, you can't keep score."⁷

Thanking you in advance for your considerations....

With warm regards, I remain

A handwritten signature in black ink, appearing to read 'M. Eugene Gibbs', with a stylized, cursive script.

M. "Mel" Eugene Gibbs

7 I played Football and Baseball....

18 U.S. Code § 1962 - Prohibited activities

(a) It shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity or through collection of an unlawful debt in which such person has participated as a principal within the meaning of section 2, title 18, United States Code, to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce. A purchase of securities on the open market for purposes of investment, and without the intention of controlling or participating in the control of the issuer, or of assisting another to do so, shall not be unlawful under this subsection if the securities of the issuer held by the purchaser, the members of his immediate family, and his or their accomplices in any pattern or racketeering activity or the collection of an unlawful debt after such purchase do not amount in the aggregate to one percent of the outstanding securities of any one class, and do not confer, either in law or in fact, the power to elect one or more directors of the issuer.

(b) It shall be unlawful for any person through a pattern of racketeering activity or through collection of an unlawful debt to acquire or maintain, directly or indirectly, any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.

(c) It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt.

(d) It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.

18 U.S. Code § 1964 - Civil remedies

(a) The district courts of the United States shall have jurisdiction to prevent and restrain violations of section 1962 of this chapter by issuing appropriate orders, including, but not limited to: ordering any person to divest himself of any interest, direct or indirect, in any enterprise; imposing reasonable restrictions on the future activities or investments of any person, including, but not limited to, prohibiting any person from engaging in the same type of endeavor as the enterprise engaged in, the activities of which affect interstate or foreign commerce; or ordering dissolution or reorganization of any enterprise, making due provision for the rights of innocent persons.

(b) The Attorney General may institute proceedings under this section. Pending final determination thereof, the court may at any time enter such restraining orders or prohibitions, or take such other actions, including the acceptance of satisfactory performance bonds, as it shall deem proper.

(c) Any person injured in his business or property by reason of a violation of section 1962 of this chapter may sue therefor in any appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney's fee, except that no person may rely upon any conduct that would have been actionable as fraud in the purchase or sale of securities to establish a violation of section 1962. The exception contained in

the preceding sentence does not apply to an action against any person that is criminally convicted in connection with the fraud, in which case the statute of limitations shall start to run on the date on which the conviction becomes final.

(d) A final judgment or decree rendered in favor of the United States in any criminal proceeding brought by the United States under this chapter shall estop the defendant from denying the essential allegations of the criminal offense in any subsequent civil proceeding brought by the United States.

42 U.S. Code § 1983 - Civil action for deprivation of rights

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia.

42 U.S. Code § 1985 - Conspiracy to interfere with civil rights

(1) Preventing officer from performing duties

If two or more persons in any State or Territory conspire to prevent, by force, intimidation, or threat, any person from accepting or holding any office, trust, or place of confidence under the United States, or from discharging any duties thereof; or to induce by like means any officer of the United States to leave any State, district, or place, where his duties as an officer are required to be performed, or to injure him in his person or property on account of his lawful discharge of the duties of his office, or while engaged in the lawful discharge thereof, or to injure his property so as to molest, interrupt, hinder, or impede him in the discharge of his official duties;

(2) Obstructing justice; intimidating party, witness, or juror

If two or more persons in any State or Territory conspire to deter, by force, intimidation, or threat, any party or witness in any court of the United States from attending such court, or from testifying to any matter pending therein, freely, fully, and truthfully, or to injure such party or witness in his person or property on account of his having so attended or testified, or to influence the verdict, presentment, or indictment of any grand or petit juror in any such court, or to injure such juror in his person or property on account of any verdict, presentment, or indictment lawfully assented to by him, or of his being or having been such juror; or if two or more persons conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws;

(3) Depriving persons of rights or privileges

If two or more persons in any State or Territory conspire or go in disguise on the highway or on the premises of another, for the purpose of depriving, either directly or indirectly, any person or class of persons of the equal protection of the laws, or of equal privileges and immunities under the laws; or for the purpose of preventing or hindering the constituted authorities of any State or Territory from giving or securing to all persons within such State or Territory the equal protection of the laws; or if two or more persons conspire to prevent by force, intimidation, or threat, any citizen who is lawfully entitled to vote, from giving his support or advocacy in a legal manner, toward or in favor of the election of any lawfully qualified person as an elector for President or Vice President, or as a Member of Congress of the United States; or to injure any citizen in person or property on account of such support or advocacy; in any case of conspiracy set forth in this section, if one or more persons engaged therein do, or cause to be done, any act in furtherance of the object of such conspiracy, whereby another is injured in his person or property, or deprived of having and exercising any right or privilege of a citizen of the United States, the party so injured or deprived may have an action for the recovery of damages occasioned by such injury or deprivation, against any one or more of the conspirators.

42 U.S. Code § 1986 - Action for neglect to prevent

Every person who, having knowledge that any of the wrongs conspired to be done, and mentioned in section 1985 of this title, are about to be committed, and having power to prevent or aid in preventing the commission of the same, neglects or refuses so to do, if such wrongful act be committed, shall be liable to the party injured, or his legal representatives, for all damages caused by such wrongful act, which such person by reasonable diligence could have prevented; and such damages may be recovered in an action on the case; and any number of persons guilty of such wrongful neglect or refusal may be joined as defendants in the action; and if the death of any party be caused by any such wrongful act and neglect, the legal representatives of the deceased shall have such action therefor, and may recover not exceeding \$5,000 damages therein, for the benefit of the widow of the deceased, if there be one, and if there be no widow, then for the benefit of the next of kin of the deceased. But no action under the provisions of this section shall be sustained which is not commenced within one year after the cause of action has accrued.