

SUPPLEMENTAL RECORD ON APPEAL

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
Trial Court Case No. 2013CP23-02794**

Alexander S. Macaulay, Circuit Court Judge

Appellate Case No. 2014-002297

Neva Steffens, Appellant,

v.

**Ocwen Loan Servicing, LLC, Mortgage Electronic Registration Systems, Inc.,
MERSCorps, Inc., American Home Mortgage Servicing, Inc. a/k/a Homeward
Residential, Wells Fargo National Association, and Deutsche Bank National Trust
Company, Defendants,**

**of whom Ocwen Loan Servicing, LLC, American Home Mortgage Servicing, Inc.
a/k/a Homeward Residential, are the Respondents.**

**Neva Steffens
Appellant Pro Se
6 Azalea Court
Greenville, S.C. 29615
(864) 241-8602**

RECEIVED

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SC Court of Appeals

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5/17/13 (2)

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**STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE**

Neva Steffens

Plaintiff,

vs.

Ocwen Loan Servicing, LLC, American Brokers Conduit, Inc., Mortgage Electronic Registrations Systems, Inc., MERS Corp., Inc., American Home Mortgage Servicing, Inc. aka Homeward Residential, American Home Mortgage, American Home Mortgage Investment Trust 2006-1, Wells Fargo National Association, Master Servicer and Securities Administrator, Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-10, Trust 2006-10, Asset-Backed Certificates, Series 2006-10 and Deutsche Bank National Trust Co. as putative trustee therefore, CitiBank, N.A. successor by merger to CitiBank Federal Savings Bank, Ayenkat Propensities, LLC, 6 Azalea Court, Greenville, South Carolina, Jason Dillard, John & Mary Does 1-1000,

Defendants.

Case No.: 2013-CP-23-02794

**COMPLAINT FOR BREACH OF
CONTRACT, QUIET TITLE, FRAUD,
DECLARATORY JUDGMENT,
NEGLIGENCE, GROSS
NEGLIGENCE**

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CLERK OF COURT
GREENVILLE CO, S.C.

Neva Steffens approaches the Court and files this Complaint for Breach of Contract, Declaratory Judgment, Negligence and Gross Negligence Action pursuant to South Carolina law. For good cause, Plaintiff claims that Defendants, both known and unknown, have breached the Confidential Full Release and Settlement Agreement dated and executed April 11, 2012 by Plaintiff, Neva Steffens and the following entities: American Brokers Conduit, Inc., Mortgage Electronic Registrations Systems, Inc., MERSCorp., Inc., American Home Mortgage Servicing, Inc. aka Homeward Residential, American Home Mortgage, American Home Mortgage Investment Trust 2006-1 Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-10, Trust 2006-10, Asset-Backed Certificates, Series 2006-10 and Deutsche Bank National Trust Co. as putative trustee therefore, CitiBank, N.A. successor by merger to CitiBank Federal Savings Bank, Ayenkat Propensities, LLC, 6 Azalea Court, Greenville, South Carolina, Jason Dillard, John & Mary Does 1-1000. The Master Servicer for the Deutsche Bank National Trust Company as Trustee is Wells Fargo Bank National Association and was not included on the caption of the Settlement Agreement but was the Master Servicer for the Deutsche Bank National Trust Co. See Exhibit A (Front page only of the Confidential Full Release and Settlement Agreement dated April 11, 2012) until such time as it is determined by this Court that it may be revealed in its entirety.

Ocwen Loan Servicing, LLC alleges they are now servicing Steffens' loan as loan number [REDACTED]. Homeward Residential were the former servicers of Steffens' loan per the Confidential Full Release and Settlement Agreement and letter from Homeward dated February 13, 2013 entitled Notice of Servicing Transfer (RESPA) and Welcome to Ocwen Loan Servicing, LLC attached as Exhibit B. Ocwen Loan Servicing, LLC has clouded the title to Plaintiff's property, and because of said clouding no authority is granted to Ocwen to service the property at 6 Azalea Court, Greenville, South Carolina 29615. Title should be lodged solely in the name of Plaintiff; further Plaintiff seeks a Declaratory Judgment of this Court that the

Promissory Note which secures the Mortgage, is not in the possession of Ocwen Loan Servicing, LLC, is of reduced value, or null and void in its entirety and also any further determinations necessary to resolve the legal relationships between any and all parties named in this lawsuit or who may come forward as a result of the publication of the claims set forth herein. See Exhibit C MERS ServicerID dated May 8, 2013 and Exhibit D Registry of Register of Deeds dated May 9, 2013.

Plaintiff's note was sold into the Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-10, Trust 2006-10, Asset-Backed Certificates, Series 2006-10. There should be ample proof of that fact via documents relating to the sale or purchase of the Subject Loan and documents relating to the transfer of the promissory note. See Exhibit E Corrective Assignment.

Plaintiff also requests that a jury find that several of the defendants have acted negligently and grossly negligently resulting in wrongful collection of sums from Plaintiff of monies on her note, wrongfully refusing to accept the Settlement Agreement and its terms, threatening to require additional loan modification submissions, wrongfully clouding Plaintiff's title among other negligent actions. Plaintiff is contemporaneously with the filing of these claims filing a *Lis Pendens* at the Recorder of Deeds Office giving notice of this action and that until this issue is resolved, a clear title cannot pass.

Jurisdiction and Venue

1. This action is brought pursuant to South Carolina Statutes Title 15: 15-3-230, 15-38-10, 15-67-10, 15-67-30, 15-67-40, 15-67-60, regarding the filing of breach of contract, quiet title actions and Title 15, Sections 15-53-10, 20, 30 and 15-53-120 regarding declaratory judgment actions in the state of South Carolina. The common law of the state of South Carolina

permits the bringing of a negligence and gross negligence claim. Therefore this Court has jurisdiction of this matter.

2. Additionally, this action is brought in the County of Greenville where the property which is the subject of this quiet title is located. Therefore, venue is proper.

3. A *Lis Pendens* is being filed contemporaneously with the filing of these actions in the County and state where the property is located pursuant to state statute.

Parties to this Action

4. Neva Steffens, hereinafter referred to as Plaintiff, is an individual woman, resident of Greenville County, South Carolina residing at Six Azalea Court, Greenville, South Carolina, hereinafter referred to as the Subject Home at all times relevant to the actions set forth herein.

5. American Brokers Conduit, hereinafter referred to as Defendant ABC, was at all times relevant hereto a resident of the State of Michigan.

6. Homeward Residential a/k/a American Home Mortgaging Servicing, Inc., hereinafter referred to as Defendant Homeward, was at all times relevant hereto a resident of the State other than South Carolina.

7. American Home Mortgage, hereinafter referred to as Defendant AHM, was at all times relevant hereto, a resident of a state other than South Carolina and was not registered to do business in the State of South Carolina from and after 2006.

8. American Home Mortgage Investment Trust 2006-1, hereinafter referred to as IT2006-1, was at all times relevant hereto an entity created under the laws of the State of New York and Plaintiff's Promissory Note was allegedly placed in said trust.

9. Deutsche National Trust Company, hereinafter referred to as Defendant Putative Trustee Deutsche, was the Putative Trustee for IT2006-1, and is at all times relevant hereto a resident of a state other than South Carolina and was not registered to do business in the State of South Carolina from and after 2006.

10. Wells Fargo National Association, Master Servicer and Securities Administrator according to the Master Servicing and Trust Agreement for the GSAA Home Equity Trust 2006-10 dated June 1, 2006.

11. Mortgage Electronic Registration Systems, Inc., hereinafter referred to as Defendant MERS, was at all times relevant hereto a resident of a state other than South Carolina and was not authorized to do business in the state of South Carolina.

12. MERSCORP, Inc., hereinafter referred to as Defendant MERSCORP, was at all times relevant hereto a resident of a state other than South Carolina and was not registered to do business in the State of South Carolina.

13. Jason Dillard, hereinafter referred to as Defendant Dillard, was and is at all times relevant hereto, a resident of the State of South Carolina.

13. Six Azalea Court, Greenville, South Carolina, also known as all that certain piece, parcel, or lot of land, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 9 on a Plat of Section 2 North Gardens recorded in the ROD Office for Greenville County in Plat Book EE at Page 103. Reference is hereby made to said Plat for a more complete and accurate metes and bounds description thereof. Said property is the subject of this quiet title and declaratory judgment action as well as the pending foreclosure action; it is necessary to name said entity so that when publication is sought on this lawsuit, all persons or entities claiming a right to said property, may come forward to make claim, if any to this property.

14. John and Mary Does 1-1000, are putative holders or holders in due course, or may claim other interest in the property or Promissory Note on said property; their residency is unknown but they are necessary parties to this litigation so that if they have any claim to the property they may come forward now and make such claim or the judgment of this Court will forever deny them any right they may have to the property which is the subject of this lawsuit.

Facts Giving Rise to Breach of Contract, Fraud, Quiet Title, Declaratory Judgment and Negligence Claims

Background

15. On September 6, 2005, Plaintiff signed a purchase agreement with Defendant Dillard placing a \$15,000 deposit on Six Azalea Court, Greenville, South Carolina; Defendant Dillard assumed responsibility for finding financing for the property.

16. On January 20, 2006, Plaintiff closed on the purchase of the home located at Six Azalea Court, Greenville, South Carolina; Defendant ABC allegedly provided \$88,000 of financing to pay off prior liens and acquire a first Mortgage on Six Azalea Court, hereinafter referred to as the

Subject Home; but that fact is not known and will be the subject of discovery; title was conveyed by Dillard as Grantor to STEFFENS, as grantee on said date and said Title (deed) was recorded on January 23, 2006 in Book 285 at page 1476 in the Office of the Register of Deeds for Greenville County (see Exhibit F).

17. On January 23, 2006, the Mortgage, attached to this action as Exhibit F, with attached Promissory Note and Title to Real Estate, was recorded in the Office of the Register of Deeds for Greenville County in Mortgage Book 4503 at page 950.

18. On January 25, 2008, Defendant AHMSI now known as Homeward Residential instituted an action to foreclose upon the Subject Home through Exhibit G AHMSI v. Steffens (case No. 2009-CP-23-679), a copy of which is attached.

19. Exhibit G states in part:

"By an assignment to be recorded, Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage assigned and transferred the subject Note and Mortgage to American Home Mortgaging Servicing, Inc.; by virtue of said assignment, the Plaintiff is now the owner and holder of said Note and Mortgage."

20. The assignment dated January 25, 2008, Exhibit H, from Defendant MERS states in part:

"For value received, Mortgage Electronic Registration Systems, Inc. as nominee

for American Brokers Conduit of P.O. Box 2026, Flint, Michigan, does hereby transfer and assign unto American Home Mortgage Servicing, Inc. of 4600 Regent Blvd., Suite 200, Irving, Texas, its successors and assigns forever, that certain Mortgage, together with the Note thereby secured in the original amount of \$88,000, executed by Neva Steffens to Mortgage Electronic Registration Systems, Inc. *as nominee for American Brokers Conduit* dated January 20, 2006 in the Office of the Register of Deeds for Greenville County in Mortgage Book 4503 at page 950.”

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. *as nominee for American Brokers Conduit has caused this Assignment to be duly executed and delivered this 25th day of January, 2008.*” [Emphasis added.]

Plaintiff Steffens is not going to be redundant with the previous suits: Steffens versus American Brokers Conduit (Case No. 2011-CP-23-0897). Steffens versus American Brokers Conduit was consolidated with Deutsche Bank National Trust Company versus Neva Steffens (Case No. 2011-CP-23-3284). The consolidated actions in the Court of the Master in Equity were dismissed as a Consent Order of Dismissal and Cancellation of Lis Pendenses dated May 1, 2012 (See Exhibit I) after a Confidential Full Release and Settlement Agreement (Page 1 only Exhibit A) was reached with American Brokers Conduit, Inc., Mortgage Electronic Registrations Systems, Inc., MERSCorp., Inc., American Home Mortgage Servicing, Inc. aka Homeward Residential, American Home Mortgage, American Home Mortgage Investment Trust 2006-1, Deutsche Bank, as putative trustee therefore, 6 Azalea Court, Greenville, South Carolina, Jason Dillard, John & Mary Does 1-1000, Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-10, Trust 2006-10, Asset-Backed Certificates, Series 2006-10,

Neva Steffens and Ayenkat Propensities, LLC. The Confidential Full Release and Settlement Agreement was signed at a mediation before James Sarratt in Greenville, South Carolina on April 11, 2012 between Elizabeth Scott Moise, Counsel of Record, and Dowse B. Rustin, IV, both of Nelson, Mullins, Scarborough & Riley for Deutsche Bank and Settling Defendants and Neva Steffens. Attached to that Agreement is Loan Modification Agreement Schedule A which will be revealed at orders of the presiding judge.

21. A Corrective Assignment was filed by Elizabeth Scott Moise of Nelson Mullins Riley & Scarborough LLP on May 13, 2011 which states the following: “

For valuable consideration received, Mortgage Electronic Registration System, Inc. does hereby transfer and assign without recourse unto Deutsche Bank National Trust Company as Trustee for GSAA Home Equity Trust 2006-10 Asset Backed Certificate Series 2006-10 . . . “ “This is a corrective assignment of that particular assignment dated January 25, 2008, recorded on June 11, 2008, in the office of the Register of Deeds for Greenville County, South Carolina, in Book 4966 at Page 371, to correct the assignee.” Signed by Robert Hardman, Vice President of Mortgage Electronic Registration System, Inc. and dated May 13, 2011. See Exhibit E Corrective Assignment attached hereto.

21. Title 30, Chapter 7, § 10 of the South Carolina Code, titled *Public Records, Recordation Essential to Validity*, states in pertinent part as follows.

“All deeds of conveyance of lands, . . . all mortgages or instruments in writing in the nature of a Mortgage of any real property, . . . *all assignments . . . and generally all instruments in writing conveying an interest in real estate* required by law to be recorded in the office of the register of deeds . . . *are valid so as to*

affect the rights of subsequent creditors (whether lien creditors or simple contract creditors), or purchasers for valuable consideration without notice, only from the day and hour when they are recorded in the office of the register of deeds ... of the county in which the real property affected is situated. In the case of a subsequent ... lien creditor on real estate for valuable consideration without notice, the instrument evidencing the subsequent conveyance or subsequent lien must be filed for record in order for its holder to claim under this section as a subsequent creditor or purchaser for value without notice, and the priority is determined by the time of filing for record.” [Emphasis added.]

22. The recordation of the Mortgage and Promissory Note, Exhibit F, shows that Defendant ABC claims to be the “lender” who allegedly provided the funds for the Promissory Note secured by the Mortgage and allegedly appointed Defendant MERS as its nominee;

23. Subsequent to the filing of the Mortgage and Promissory Note in 2006, and the Corrective Assignment dated May 13, 2011, Defendant OCWEN and HOMEWARD RESIDENTIAL informed Plaintiff that it would be collecting payments from her and servicing her note; however, there were no documents recorded in accordance with the South Carolina Code giving Defendant OCWEN authority to act in such a fashion from any entity whatsoever, and if such authority was granted it was not recorded in the MERS data base system which is not recognized as a substitute for recordation in accordance with South Carolina law. See Exhibits B letter dated February 13, 2013 from Homeward Residential and MERS ServicerID document dated May 8, 2013 as Exhibit C.

24. Additionally, based upon South Carolina law if Defendant MERS conveyed any

authority to Defendants Homeward and/or Ocwen to act as servicer, said action would be *void ab initio*, as Defendant MERS has no authority to convey any rights to any entity and consequently Defendants Homeward and Ocwen has had, and still has, no authority to collect monies from Plaintiff, charge fees to Plaintiff to act as a servicer, and act in any way to order or threaten or require additional loan modification applications or act for someone or entity that informs Defendants Homeward or Ocwen that it must require additional fees or require loan modifications in breach of the Confidential Full Release and Settlement Agreement.

25. Additionally, some investigation into SEC data bases reveals that Defendant American Home Mortgage Investment Trust 2006-1, a securitized trust, allegedly claims some interest in Plaintiff's Mortgage and Promissory Note; whether this is the result of Defendants ABC, or MERS, or AHM or Homeward/AHMSI attempting to convey some interest to said entity is unknown, as there is no recording at the Register of Deeds indicating any such conveyance; it is possible, and it is believed that if such entity has any interest in the Mortgage or Promissory Note it was conveyed and recorded in the Defendant MERS' database and is hidden from the public in violation of the property laws of the State of South Carolina; consequently any claim that Defendant American Home Mortgage Investment Trust 2006-1 may have to the Mortgage or Promissory Note is void and further Defendant American Home Mortgage Investment Trust 2006-1 has no right to order any entity to take any action with regard to the Promissory Note and Mortgage, including but not limited to servicing such note, collecting monies on such note, charging service fees for collection of the note or ordering foreclosure on the Subject Home; additionally, only Defendant ABC would have had the right to convey anything to the securitized trust and such appears nowhere in the Register of Deeds office.

26. Additionally, the investigation into SEC data bases also reveals that Defendant

Trustee Deutsche (who is a named entity in the Settlement Agreement) has been conveyed some right by some entity to act as the putative trustee for American Home Mortgage Investment Trust 2006-1; such alleged conveyance of authority to act as a "putative trustee for American Home Mortgage Investment Trust 2006-1, has not been recorded in the South Carolina Register of Deeds office and therefore it is believed that such alleged interest may have been recorded in the Defendant MERS' database; in any event given that there is no recording in the Register of Deeds data base conveying any interest or right to act to Defendant Putative Trustee Deutsche, Defendant Putative Trustee Deutsche has no claim to the Mortgage or Promissory Note and further has no right to order any entity to take any action with regard to the Promissory Note and Mortgage, including but not limited to servicing such note, collecting monies on such note, charging service fees for collection of the note, or ordering additional loan modifications or foreclosure.

27. Based upon the recorded documents, and the South Carolina Code excerpted above, and although the Confidential Full Release and Settlement Agreement was signed on April 11, 2012, the alleged loan was "sold" again to Ocwen Loan Servicing and given a new loan number. No assignment appears in the Register of Deeds office for Greenville County, South Carolina. In fact, the Register of Deeds still holds only the so-called Corrective Assignment with Deutsche Bank National Trust Company as Trustee for GSAA Home Equity Trust 2006-10 as the assignee and Mortgage Electronic Registration System, Inc. as nominee for American Brokers Conduit, a bankrupt entity.

Quiet Title and Declaratory Judgment Action

Plaintiff comes before this Court and requests this Court to convene a jury to determine the facts necessary to determine whether quiet title should be granted on Plaintiff's home in her

sole favor and that no other person or entity shall have any right to make such claim to the Subject Home; that such judgment entry be recorded in the Recorder of Deeds Office and that a jury also be convened to determine the rights among and between the parties to the Promissory Note, whether secured or unsecured; and if such Promissory Note has no value or is found to be null and void or has been discharged in bankruptcy, that this Court also enter an order so finding. Plaintiff seeks these rulings based upon the following:

28. Plaintiff incorporates by reference as if fully set forth herein, paragraphs 1 to 29.

29. Plaintiff specifically states that jurisdiction and venue is only proper for this action in Greenville County, South Carolina the situs of the Subject Home; additionally Plaintiff states that removal is not available of this action as Dillard, one of the defendants, is a South Carolina resident.

30. Plaintiff further states that she has named each and every person and entity, known and unknown, who may claim any interest in the Subject Home; Plaintiff asks this Court to enter an order publishing this lawsuit so that any and all putative claimants to the Subject Home can come forward at this time and litigate what interest if any they have to the Subject Home.

31. Plaintiff also seeks a determination by this Court and a jury of her peers as to relationship among and between the Plaintiff and the (known and unknown) Defendants as to the Promissory Note, that is, is such note secured by the Subject Home, or not; does said Promissory Note have value or not.

32. Plaintiff states that based upon the incorporated factual statements above, that there has been an irrevocable break in the chain of title from the initial conveyance of Defendant ABC to Defendant MERS forward; that additionally, required recordings with the Register of Deeds have not been made so that entities purporting to have authority to act, such as Defendant AHM and AHMSI, do not have authority to act in any fashion, including but not limited to collecting sums from Plaintiff or seeking to foreclose on the Subject Home and that the *ultra vires* acts of numerous defendants requires that title be lodged solely in the name of Plaintiff.

33. Plaintiff further states that there is a serious question as to whether the Promissory Note was ever placed in the trust administered by the putative trustee, Defendant Trustee Deutsche and whether the terms of the trust agreement have in fact been followed; and if not, whether said trust does retain any interest in the Promissory Note and whether said Promissory Note has any value.

WHEREFORE, Plaintiff respectfully prays the order of this Court finding:

- A) That the chain of title has been irrevocably broken again;
- B) That as a result of the chain of title being irrevocably broken the title has been clouded on the Subject Home;
- C) That the actions of one or more of the defendants named or unnamed is the cause for the breach of the chain of title and clouding of the title;
- D) That as a result of the breach of the chain of title and clouding of the title, that the title shall be lodged henceforth solely in the name of the Plaintiff;
- E) That the Promissory Note which was secured by the chain of title is as a result of the breach in the chain of title and clouded title, now void;
- F) That the Promissory Note alternatively was discharged in bankruptcy;

G) That the Promissory Note has no value because of breaches in the trust agreement governing the Promissory Note when it was placed in a securitized trust;

H) That alternatively the Promissory Note has no value as it was satisfied in whole or in part by insurance or government funds;

I) For damages to the Subject Home as a result of the clouding of the title and the requirement that this lawsuit be brought to clear the title, all such damages to be determined by a jury of Plaintiff's peers;

J) For damages to Plaintiff for the risks of having to pursue yet another lawsuit to protect Plaintiff from loss of additional moneys and possible loss of her home, as well as the undue burden of additional loan modifications when there is a settlement agreement in place and all such damages to be determined by a jury of Plaintiff's peers;

K) That defendants be required to provide Plaintiff with a title policy that inures to her sole benefit as a result of their actions herein;

L) And for such other relief as the Court may deem just and proper, including costs and attorneys fees if an attorney enters his/her appearance.

Negligence and Gross Negligence Claim

Comes now the Plaintiff and for her claims of negligence and gross negligence (or exemplary) against Defendants MERS, MERSCORP, Putative Trustee Deutsche for American Home Mortgage Investment Trust 2006-1, AHM, AHMSI/Homeward and Ocwen alleges and states as follows:

36. Plaintiff incorporates by reference Paragraphs 1 through 35.

37. Plaintiff states that defendants, individually or jointly, have engaged in the following actions and inactions that rise to the level of negligence and gross negligence under South Carolina Law as they owed Plaintiff a duty under the terms of her Mortgage and Promissory Note to act in a manner at all times relevant hereto that was fair and preserved the rights of Plaintiff as well as any alleged holder or holder in due course as set forth in her Mortgage and Promissory Note:

A) Defendants, jointly or severally, either negligently, or with gross disregard for the rights of Plaintiff failed to record documents regarding the transfer of title on Plaintiff's property thereby resulting in the clouding of Plaintiff's title;

B) Defendants, jointly or severally, either negligently or with gross disregard for the rights of Plaintiff failed to record documents on Plaintiff's Subject Home regarding the authority any entity had to collect monies on Plaintiff's Home;

C) Defendants, either jointly or severally, failed to monitor whether the Promissory Note was properly placed in American Home Mortgage Investment Trust 2006-1 and was maintained there in accordance with New York State Trust laws and the Pooling and Servicing Agreement for said trust and the effect thereon for Plaintiff if the Trust laws or PSA was violated;

D) Defendants, either jointly or severally, failed to determine whether monies used to fund Plaintiff's Promissory note violated the Patriot's Act of 2001; that is, whether the monies came from sources that violated the Patriot's act of 2001;

E) Defendants, either jointly or severally, failed to determine whether the Promissory Note was paid in part or in full by monies from insurance sources thereby negating the Plaintiff's duty to make further payments on said Promissory note or make payments at the level which defendants were attempting to collect them from Plaintiff;

F) Defendants, either jointly or severally, failed to determine whether any monies that any holder or holder in due course received from any government agency was properly applied to the Promissory Note thereby reducing Plaintiff's obligation to pay same;

G) Defendants, either jointly or severally, failed to determine prior to Homeward's letter dated February 13, 2012 (Exhibit B) whether Defendants Ocwen and Homeward did in fact have the right to collect moneys from Plaintiff in accordance with the laws of South Carolina; and whether the sums of money those entities was seeking from Plaintiff as part of servicing were in fact correct;

38. That defendants, and each of them, should have known based upon their experience as alleged Mortgage lenders, servicers, trustees for trusts providing monies for mortgages and entities allegedly providing services to the aforementioned entities, that their actions would result in harm to Plaintiff individually and to her Home.

39. That Plaintiff as a result of the actions and inactions of Defendants, and each of them, either individually, or jointly, has suffered damages, including but not limited to: extreme emotional distress since the receipt of the letter dated February 13, 2013; costs associated with instituting an additional lawsuit, costs associated with bringing the quiet title and declaratory judgment action; additional loan modification applications; (Ten modifications have already

been submitted by Plaintiff Steffens) damage to her reputation and credit rating all in a sum to be determined by a jury of Plaintiff's peers.

40. That the actions and inactions of the above named defendants in accordance with the standard of proof necessary to prove punitive or exemplary damages rise to such level entitling Plaintiff to an award of exemplary or punitive damages as provided by South Carolina law.

WHEREFORE, Plaintiff requests this Court have a jury of Plaintiff's peers hear the above matter and determine what if any actual and punitive or exemplary damages are due Plaintiff for the actions, inactions and grossly negligent actions of Defendants and each of them, as set forth hereinabove, and award such damages as are appropriate and for her costs herein incurred and expended.

41. Plaintiff upon further research has determined that the title to the Subject Home is "clouded" irreparably and that therefore the entity claiming the right to service the loan may have no such right to service it and, additionally, the note may have no value, for one or more reasons, therefore making collection of moneys impossible. Plaintiff has been paying the wrong entity and advised Ocwen via several letters see attached Exhibit J including a Qualified Written Request and letters to Ocwen, FHFA, OCC, South Carolina Commissioner of Banking, U.S. Attorney General, South Carolina Attorney General re Ocwen's lack of standing to collect and lack of servicing rights and that documentation of such servicing rights was not properly filed, served, noticed and that the title was clouded again. The following evidence is sufficient to establish standing in such a scenario: a special endorsement on the note in favor of the plaintiff or a blank endorsement, evidence of an assignment from the payee to Ocwen. Additionally, Ocwen did not state when it became the owner of the note nor did they indicate that any entity

was the owner of the note before it became the servicer. Thus, Ocwen failed to submit evidence that it held the right to service the loan. Plaintiff did not receive a response to the Qualified Written Request.

Plaintiff also attaches as Exhibit K a copy of her savings account with Bank of Travelers Rest with the most recent mortgage payment of \$513.84. All previous payments to Homeward residential are proven and attached and all payments through the month of April 2013 to Ocwen are also attached as Exhibit K.

47. That Plaintiff as noted above is filing a Quiet Title Action as part of this action; Plaintiff has also recorded a *Lis Pendens* in the Recorder's Office giving notice of the filing of the Quiet Title Action.

48. That in accordance with the law of the State of South Carolina, Plaintiff requests that the Court, and a jury of her peers, make a determination, after discovery, of the ownership of her Title, the value of her note, if any, and the rights between the parties, whoever they may be, who claim an ownership interest in the Mortgage and Promissory Note, including but not limited to Defendant HOMEWARD/OCWEN, publication being made giving notice of the Quiet Title and Declaratory Judgment action in a legal publication in Greenville, South Carolina.

50. That Defendant HOMEWARD/OCWEN have not provided to the Court uncontested proof that they have authority to service the loan; that is, they have not shown to date that they have such authority in a proper chain of title, that they have been given direction to service the loan by some entity in a proper chain of title which claims proper ownership of the Mortgage and Promissory Note; and complied with the evidentiary rules of the State of South Carolina so as to permit Defendants HOMEWARD/OCWEN to service this loan. Accepting

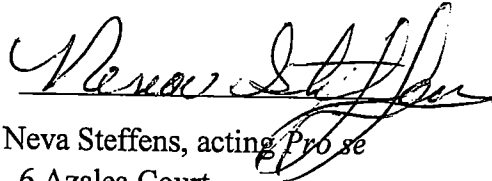
money from a consumer without the right to do so is a fraudulent act and in violation of the Confidential Release and Settlement Agreement.

51. That until discovery and hearing is had before a Court and a jury in law and equity making the determinations of who or what if anyone has a proper claim to the title of this property other than Plaintiff, and also a determination of the rights between the parties as to the Promissory Note, including whether it has any value and complete chain of events, including the documents whereby Defendants and Defendants OCWEN and DEUTSCHE claim they have a canceled check, a wire transfer receipt, an ACH confirmation, or a check 21 confirmation, requiring proof of payment and proof of loss (which are the elements of proof of ownership) would have produced no results in the number of servicers claiming to have the authority to collect monthly payments.

52. Settlement of Claims through State Attorneys General: "In March 2013 nation's five largest mortgage lenders agreed to pay \$25 billion to settle claims they had abused the foreclosure process. That settlement, the largest involving a single industry since a 1998 multistate deal against cigarette makers, was aimed at reducing loans for nearly one million households. Under the agreement, Bank of America, JPMorgan Chase, Wells Fargo, Citigroup and Ally Financial acknowledged that hundreds of thousands of their customers were improperly foreclosed upon, through the use of fake signatures or improper paperwork. JPMorgan Chase alone was liable for \$5 billion. Meanwhile, Lender Processing Services this summer signed a \$2 million plea deal to settle criminal robo-signing allegations against it in Missouri. The business also pledged to cooperate in ongoing criminal investigations in other states."

The settlement does not preclude a borrower/homeowner from pursuing further legal remedies.

Respectfully submitted by



Neva Steffens, acting *Pro se*
6 Azalea Court
Greenville, S. Carolina 29615
Phone (864) 241 8602

DEMAND FOR TRIAL BY JURY

Plaintiff hereby makes demand for trial by jury of all facts and claims triable by a jury under the laws and Constitution of the State of South Carolina on all claims set forth in this document.

VERIFICATION

To the Honorable Common Pleas Court Judge:

Now comes Plaintiff, Neva Steffens, 6 Azalea Court, Greenville, South Carolina 29615, and hereby states under oath and subject to all penalties of perjury that all facts presented in this COMPLAINT FOR BREACH OF CONTRACT, QUIET TITLE, FRAUD, DECLARATORY JUDGMENT, NEGLIGENCE, GROSS NEGLIGENCE are true and correct; that these claims are warranted by existing law and that these allegations have evidentiary support, after a reasonable opportunity is allowed for discovery and investigation.

Plaintiff has never been sanctioned by a court for filing a frivolous or malicious lawsuit. Plaintiff is aware that any false or deliberately misleading statements may result in sanctions. Plaintiff is aware that sanctions may be monetary or involve dismissal of this action with prejudice.

Plaintiff is aware that if she moves, she must keep the Court informed of her current address, and failure to keep the court informed can result in dismissal.

Neva Steffens

Neva Steffens

6 Azalea Court

Greenville, SC 29615

Notary Public

State of South Carolina

County of Greenville

On this th 17 day of May, 2013, Neva Steffens personally appeared before me and executed this Notice of Lis Pendens in my presence. I can further affirm that the signature of Neva Steffens appears hereon as an act of free will.



M A Thompson

Notary Public – My Commission expires Aug 18 2014

Dated this May 17 2013

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EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

BEFORE THE MASTER-IN-EQUITY

Neva Steffens,)
Plaintiff,)

vs.)

American Brokers Conduit, Inc.,)
Mortgage Electronic Registration)
Systems, Inc., MERSCorp., Inc.,)
American Home Mortgage Servicing,)
Inc., American Home Mortgage,)
American Home Mortgage Investment)
Trust 2006-1, and Deutsche Bank)
National Trust Co., as putative trustee)
therefore, 6 Azalea Court, Greenville,)
South Carolina, Jason Dillard, John &)
Mary Does 1-1000,)

Defendants.)

Consolidated Actions *per Order filed*
February 8, 2012

Civil Action No. 2011-CP-23-897
(*Steffens v. ABC, Inc. et al.*)

Civil Action No. 2011-CP-23-3284
(*Deutsche Bank v. Steffens et al.*)

CONFIDENTIAL FULL RELEASE
AND SETTLEMENT AGREEMENT

Deutsche Bank National Trust)
Company, as Trustee for GSAA Home)
Equity Trust 2006-10, Trust 2006-10,)
Asset-Backed Certificates, Series 2006-)
10,)

Plaintiff,)

vs.)

Neva Steffens, CitiBank, N.A.,)
successor by merger to CitiBank Federal)
Savings Bank, and Ayenkat Propensities,)
LLC, Servicing, Inc.,)

Defendants.)

At mediation, the parties agreed to the following full and final settlement of all matters in
this case. This settlement is entered into on this 11th day of April, 2012.

DEFINITIONS

Com

ck

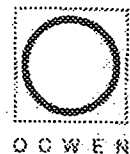
84

EXHIBIT B



P.O. Box 619063
West Palm Beach, TX 75261-9063

Ocwen Loan Servicing, LLC
HELPING HOMEOWNERS IS WHAT WE DO!™
WWW.OCWEN.COM



February 13, 2013

2-764-79784-0033314-007-01-001-000-000-000

NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146



OCWEN LOAN #: [REDACTED]
HOMEWARD LOAN #: [REDACTED]
PROPERTY ADDRESS: 6 AZALEA CT
GREENVILLE SC 29615

**NOTICE OF SERVICING TRANSFER (RESPA) and
WELCOME TO OCWEN LOAN SERVICING, LLC**

Dear Borrower(s):

Effective 03/01/2013, Homeward Residential, Inc. (Homeward Residential) will transfer the servicing of your account to Ocwen Loan Servicing, LLC (Ocwen). The transfer of the servicing of your account does not affect any term or condition of your financing agreement, other than terms directly related to the servicing of your account. Your loan number will change, and the new loan number is noted above.

Should you have questions relating to the transfer of servicing or need information regarding your account prior to 03/01/2013, please contact Homeward Residential's Customer Care Department at (877) 304-3100.

New Servicing Contact Information:

As of 03/01/2013, Ocwen's Customer Care Center will assist you with questions regarding the transfer of servicing or any other questions relating to your account. You may reach Ocwen's Customer Care Center at (800) 746-2936 Monday through Friday 8:00 am ET to 9:00 pm ET, Saturday 8:00 am ET to 5:00 pm ET or Sunday 9:00 am ET to 9:00 pm ET. Information concerning Ocwen and your mortgage loan may also be found online at www.ocwen.com. You can also obtain information using Ocwen's Automated Telephone System or by speaking with a Customer Care Center Representative. Please be sure to have your loan number available when you call.

As of 03/01/2013, all written inquiries should be sent to Ocwen at the following address. Please be sure to indicate your loan number on all correspondence to ensure prompt response to your inquiry.

Ocwen Loan Servicing, LLC
Attn: Customer Service Department
P.O. Box 24738
West Palm Beach, FL 33416-4738

Making Payments:

The date that Homeward will stop accepting payments is 2/28/2013. The date that Ocwen will start accepting payments from you is 03/01/2013. Please make all checks payable to Ocwen and send all payments due on or after 03/01/2013 to the following address. If you use a Bill Pay Service, you will also need to inform them of this new payment address.

For Western Union Quick Collect users, you can find the location nearest you by calling (800) 238-5772 or visiting www.westernunion.com and clicking "Find a Location". At the location, please pay to name "OCWEN" and provide the loan number.

PAYMENTS

Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

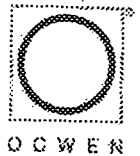
OVERNIGHT EXPRESS ADDRESS

Ocwen Loan Servicing, LLC
Attn: Cashiering
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

If you are currently enrolled in Homeward Residential's Automated Clearing House (ACH) or the Equity Accelerator Program and your monthly payments are automatically withdrawn from your bank account, the service will continue with Ocwen. Please note, the first draft at Ocwen may be delayed. For your convenience, we have included a temporary payment coupon at the end of this letter.

Ocwen NMLS#: 1852
Homeward Residential NMLS#: 3984

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NOTICE OF SERVICING TRANSFER (RESPA)
Page 3

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where Servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated. Please retain this information with your financing agreement documentation. We look forward to working with you and providing you with the highest quality customer care service.

IMPORTANT DISCLOSURES

Disclaimer Regarding Mandatory Arbitration Provisions: If your account documents require you to submit disputes regarding your account to arbitration for resolution, such requirement is waived and will not be enforced against you. Such waiver, however, does not affect any rights you may have to require arbitration of disputes regarding your account.

Credit Reporting: You are hereby notified that we may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may also be reflected on your credit report.

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

Properties in Colorado: For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/cab.htm. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Properties in Hawaii: Ocwen Loan Servicing, LLC is licensed by the Commissioner of Financial Institutions in Hawaii. Complaints about the servicer may be submitted to the Commissioner.

Properties in Maryland: The Maryland Consumer Protection Act require us to disclose that if Ocwen fails to give written notice of this transfer or fails to make timely payments of taxes or insurance premiums (assuming the borrower has paid an amount to cover these costs) and Ocwen has received the tax bill or notice, Ocwen may face liability for any economic damages incurred by the borrower.

Properties in Minnesota: Borrowers on loans secured by property in Minnesota can direct complaints and questions to the Ocwen Loan Servicing, LLC. Customer Care Department at 1-800-746-2936 between 8:00 a.m. and 9:00 p.m. ET, Monday through Friday, from 8:00 a.m. to 5:00 p.m. ET on Saturday, or from 9:00 a.m. to 9:00 p.m. ET on Sunday or in writing to: P.O. Box 24738, West Palm Beach, FL 33416.4738. Each written complaint or question will be responded to within 15 days.

Properties in New York: Ocwen Loan Servicing, LLC is registered with the Superintendent of the New York State Banking Department. The borrower may file complaints about Ocwen Loan Servicing, LLC with or obtain further information from the New York State Banking Department by calling the Department's Consumer Help Unit at 1-877- BANK-NYS or by visiting the Department's website at www.banking.state.ny.us.

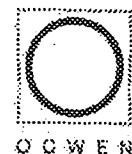
Properties in North Carolina: Ocwen Loan Servicing, LLC is licensed by the North Carolina Commissioner of Banks (North Carolina Permit No. 3946) and complaints about Ocwen Loan Servicing, LLC may be submitted to the Commissioner.

Properties in Texas: The State of Texas requires us to inform you that a registrant shall provide to the borrower of each residential mortgage loan the following notice not later than the 30th day after the registrant commences servicing the loan: Complaints regarding the servicing of your mortgage should be sent to the Department of Savings and Mortgage Lending, 2601 N. Lamar, Suite 201, Austin, Texas 78705. Complaint Forms and Instructions may be downloaded and printed from the Department's website located at <http://www.sml.state.tx.us> or obtained from the Department upon request by mail at the address above, by telephone at its Toll-free Consumer Hotline at (877) 276-5550, by fax at (512) 475-1360, or by email at SMLinfo@SML.STATE.TX.US.

Ocwen Loan Servicing, LLC is a debt collector attempting to collect a debt: any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Prior Servicer is a debt collector attempting to collect a debt and any information obtained will be used for that purpose. If you are not obligated on the debt or if the debt has been discharged in a bankruptcy proceeding, this is for informational purposes only and is not an attempt to assess or collect the debt from you personally.

Attention Service members and Dependents: The federal Service members Civil Relief Act and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances during and nine months after the service member's military or other service. Prior Servicer will not foreclose on the property of a service member or his or her dependent during that time, unless pursuant either to a court order or a service member's written waiver agreement.



I received a notice from my Prior Servicer that I was denied for the Making Home Affordable Program. I am still having financial difficulty; what can I do?

We may still be able to help you. We offer a number of specialized programs designed to fit your situation. Please go to www.ocwen.com for more information and download an application for assistance.

I received a notice from my Prior Servicer that they were missing documents for my modification but I have not sent them yet; do I send these documents to Ocwen now?

Yes, please send the documents to Ocwen via e-mail at mod@ocwen.com or fax the documents to (407) 737-6174. Your Prior Servicer will be providing Ocwen with the status of your modification (trial plan or initial application), copies of your initial application and information identifying the missing documentation. Please allow up to 30 days from the date you send the documentation for Ocwen to process your documentation.

I have a Short Sale or Deed-in-Lieu application pending with my Prior Servicer, do I have to resend all the documentation to Ocwen now and reapply?

Your Prior Servicer will be providing Ocwen with the status of your pending resolution. If you have a pending foreclosure sale date or closing scheduled in the next 60 days, to expedite processing, please resend the documentation by fax to (407) 737-5071. If you do not have a foreclosure sale or scheduled closing in the next 60 days, your Prior Servicer will be providing Ocwen the status of your pending resolution. Ocwen will be contacting you with a final approval or denial. Please allow Ocwen up to 30 days to process your Short Sale or Deed-in-Lieu application.

I received approval from my Prior Servicer for a Short Sale or Deed-in-Lieu; will this approval be honored by Ocwen?

Yes, it will be honored as long as you meet the original requirements or contingencies for approval provided by your Prior Servicer. With respect to Short Sales, please note that the original expiration date of your Prior Servicer's approval (the "good through" date) still applies and if it has expired, the approval is no longer valid. Your Prior Servicer will be providing these approval requirements to Ocwen.

I received approval from my Prior Servicer for a Short Sale or Deed-in-Lieu, but the approval is going to expire shortly (or just expired) and my closing is after this day. What do I do?

You should fax your original approval documents and an updated net sheet or HUD1 with the new projected closing date to (407) 737-5071. With respect to Short Sales, please note the original expiration date of your Prior Servicer's approval (the "good through" date) still applies. Please note, if there is a Foreclosure Sale scheduled on your account, we will not postpone the foreclosure sale.

Please Detach below and include with your monthly payment.

00000529347 4444444881 000007140102349 50 000513846



Payment Coupon

NEVA STEFFENS

Account Number: [REDACTED]

☐ Check box if your contact information has changed, update on the back

Note: If your loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal. If this payment is made via automatic drafting, this statement is for informational purposes only.

AMOUNT DUE	\$	
Additional Principal:	\$	
Additional Escrow:	\$	
Other: (Please Specify)	\$	
Total Enclosed:	\$	

OCWEN
PO BOX 6440
CAROL STREAM IL 60197-6440

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NOTICE OF SERVICING TRANSFER (RESPA)
Page 2

Taxes and Insurance:

If you are currently responsible for payment of your real estate taxes and/or homeowners insurance, you will continue to be responsible for payment of these items after your account transfers to Ocwen. To ensure our records accurately reflect your insurance carrier and taxing authority, you may receive a letter of verification from Ocwen shortly after the transfer.

Additionally, it is important to contact your insurance agency to ensure that (i) Ocwen receives proof of hazard insurance (with flood and/or windstorm coverage, as applicable) on your property and (ii) Ocwen is named as the beneficiary in the Mortgagee Clause of your policy. If your mortgage payment includes escrow for taxes or insurance, please take the necessary steps to have all future bills forwarded to:

INSURANCE

Ocwen Loan Servicing, LLC
ISAOA
P.O. Box 6723
Springfield, OH 45501-6723
E-mail: updateinsurance@ocwen.com
Insurance Center: (866) 825-9265
Insurance Center Fax: (888) 882-1816

PROPERTY TAXES

Ocwen Loan Servicing, LLC
Attn: Tax Department
P.O. Box 24665
West Palm Beach, FL 33416-4665
Customer Care Center: (800) 746-2936

Year-end Interest Statement (IRS Form 1098):

By January 31 of each year, you will be mailed an Annual Tax and Interest Statement from each company that has serviced your loan during the prior year. Each statement will contain IRS reporting information for the time your loan was serviced by each company.

Optional Insurance:

The transfer of servicing rights may affect the terms of, or the continued availability of, mortgage life, disability insurance, or any other type of optional insurance. Not everyone has this type of insurance, but if you do, please be advised that it may not transfer to Ocwen Loan Servicing, LLC. However, to verify if Ocwen is able to offer any of these services, please call our Customer Care Center at (800) 746-2936 during the business hours indicated above or contact an independent insurance agent for alternate coverage options.

Except in limited circumstances, the law requires that your present Servicer send you this notice at least fifteen (15) days before the effective date of transfer. Your new Servicer must also send you this notice no later than fifteen (15) days after this effective date. In this case, all necessary information is combined in this one notice.

You are advised of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old Servicer before its due date may not be treated by the new loan Servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 USC 2605) gives your certain consumer rights. If you should need to send a "qualified written request" to your loan Servicer concerning the servicing of your loan, your Servicer must provide you with a written acknowledgement within five (5) business days of receipt of your request. A "qualified written request" is defined as a written correspondence, other than notice in a payment coupon or other payment medium supplied by the Servicer, which includes your name and loan number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to:

If to Homeward Residential, Inc.:

Homeward Residential, Inc.
Attn: Research Department
P.O. Box 630467
Irving, TX 75063-0467

If to Ocwen:

Ocwen Loan Servicing, LLC
Attn: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Not later than thirty (30) business days after receiving your request, your Servicer must make appropriate corrections to your account and provide you with a written clarification regarding any dispute, or in some circumstances, a notice of a fifteen (15) business day extension. During this period, your Servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the Servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.



Welcome to Ocwen! Important Information

Welcome to Ocwen Loan Servicing, LLC (Ocwen). We have attached frequently asked questions, as it is natural that you may have a few questions about this change and what it will mean. Please rest assured that we value your business and look forward to assisting you in the future as **HELPING HOMEOWNERS IS WHAT WE DO!™**

Frequently Asked Questions:

What if I made a payment to my Prior Servicer, but it has not posted yet?

Your Prior Servicer will forward your payment to us within 15 business days. It may take a few days for us to receive and apply the payments, but this will not negatively impact your account or your credit report. To check on the status of your account, you may go to www.ocwen.com.

How can I get information about my account?

You can access Ocwen's website and/or automated telephone system which will provide you with information regarding your account 24-hours a day. These systems have been designed to provide you with the most frequently requested services or information. They may include, but are not limited to, options to obtain payment histories, a payoff or reinstatement quote, status of your credit reporting, payment options, status of tax and insurance payments, financial hardship options and frequently asked questions (FAQ). Website: www.ocwen.com. Telephone Number: (800) 746-2936.

If my account is past due and I have not made a payment arrangement with Homeward Residential, how can I make payment arrangements or get assistance due to financial difficulties?

We offer a number of specialized programs designed to fit your unique financial situation. Please go to www.ocwen.com, click on Mortgage Customers and then log in with your User ID and Password. If you need to create a User ID and Password, select the New Customers icon. Once you log in, select the Financial Difficulties icon. This will allow you to download an application package.

If I cannot resolve my issue online, what number do I call and what are the hours?

Ocwen's toll free number is (800) 746-2936. In order to accommodate borrowers' busy schedules, we are open late at night and very early in the morning. Our hours are Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm, and Sunday 9:00 am to 9:00 pm, all Eastern Standard Time.

If my account is current, where do I send my payments?

Our payment processing address is:
Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

I am currently on a trial modification plan and still have payments remaining before it becomes a final/permanent modification. What do I do?

You should continue making monthly payments as required in the modification plan. Your Prior Servicer will be providing Ocwen the status of your modification. Please allow us 30 days to review and process your information. It is not necessary to call for a status prior to 30 days as the agent will not have any additional information to provide to you.

I am currently on a trial plan for my mortgage modification, and I have made all of my trial payments. When can I expect my final/permanent modification?

Your Prior Servicer will be providing Ocwen with the status of your modification. You should continue to make your payment each month. Our goal is to review your loan as soon as possible and provide your final modification agreement to you. Please allow up to 30 days from the date of the transfer for Ocwen to obtain and process your application documentation.

EXHIBIT C



www.mers-servicerid.org

Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000242-0001123377-8 Note Date: 01/20/2006

MIN Status: Active

Servicer: Homeward Residential, Inc.
West Palm Beach, FL

Phone: (561) 682-7141

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

Copyright© 2012 by MERSCORP Holdings, Inc.

EXHIBIT D

Run: 05/09/2013 02:18 PM

Instrument #	Date Received	Other Names?	Name	Other Names?	Associated Name	Document Type	Legal Description	Image	Book	Page	Status
2005081879	09/02/2005	E	STEFFENS NEVA	R	DILLARD JASON	BOND/TITLE	BOND FOR TITLE LT 9 NORTH GARDEN S SEC 2 0279000202400	✓	2163	1108	Verified
2006006446	01/23/2006	E	STEFFENS NEVA	R	DILLARD JASON	DEED	LT 9 NORTH GARDENS SEC 2 0279000202400	✓	2185	1476	Verified
2006006448	01/23/2006	R	STEFFENS NEVA	E	AMERICAN BROKERS CONDUIT	MTG	LT 9 NORTH GARDENS SEC 2	✓	4503	950	Verified
2006017122	02/23/2006	R	STEFFENS NEVA	E	CITIBANK FEDERAL SAVINGS BANK	MTG	LT 9 NORTH GARDENS SEC 2	✓	4519	80	Verified
2008034121	04/11/2008	R	STEFFENS NEVA	E	AYENKAT PROPENSITIES LLC	FS/REAL	LT 9 NORTH GARDENS SEC 2	✓	2008	844	Verified
2008055173	06/11/2008	R	STEFFENS NEVA	E	AMERICAN BROKERS CONDUIT	ASMT	BK 4503-950 ASMT TO AMERICAN HOME MORTGAGE SERVICING INC	✓	4966	371	Verified
2011033295	05/16/2011	R	STEFFENS NEVA	E	MORTGAGE ELECTRONIC REGISTRATION SYSTEM INC	ASMT	ASMT BK 4503-950 CORRECTS ASMT IN BK 4966-371	✓	5118	5698	Verified

MAY 09 2013

DATE _____
 CERTIFIED TO BE A TRUE AND CORRECT COPY
 OF DOCUMENT ON FILE IN THIS OFFICE
Tonally L. Ramsey
 REGISTER OF DEEDS, GREENVILLE COUNTY

Notation: E Grantee R Grantor

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EXHIBIT E

Return to:

Nelson Mullins Riley & Scarborough LLP
c/o Elizabeth Scott Molse
151 Meeting Street / Sixth Floor
Post Office Box 1806 (29402-1806)
Charleston, SC 29401-2239

STATE OF SOUTH CAROLINA)

American Home Loan # [REDACTED]

COUNTY OF GREENVILLE)

Mortgage Book 4503, Page 950

CORRECTIVE ASSIGNMENT OF MORTGAGE

For valuable consideration received, Mortgage Electronic Registration System, Inc. does hereby transfer and assign without recourse unto Deutsche Bank National Trust Company as Trustee for GSAA Home Equity Trust 2006-10 Asset Backed Certificate Series 2006-10 of 1761 East St. Andrew Place, Santa Ana, CA 92705-4934, its successors and assigns forever, that certain mortgage, thereby secured in the original principal amount of \$88,000.00, executed by Neva Steffens to Mortgage Electronic Registration Systems, Inc. as nominee for American Brokers Conduit and its successors and assigns dated January 20, 2006, recorded January 23, 2006, in the Office of the Register of Deeds for Greenville County, South Carolina, in Mortgage Book 4503 at page 950.

This is a corrective assignment of that particular assignment dated January 25, 2008, recorded on June 11, 2008, in the Office of the Register of Deeds for Greenville County, South Carolina, in Book 4966 at Page 371, to correct the assignee.

IN WITNESS WHEREOF, Mortgage Electronic Registration System, Inc. has caused this Assignment to be duly executed and delivered this 13th day of May, 2011.

WITNESSES:

MORTGAGE ELECTRONIC REGISTRATION
SYSTEM, INC.

Ingrid A. Norris
Witness #1

By: _____

Robert Hardman

Name: _____

Robert Hardman
Vice President

Title: _____

Valerie Costello
Witness #2

STATE OF TEXAS)
)
COUNTY OF DALLAS)

PERSONALLY appeared before me the undersigned witness, who being duly sworn, says that (s)he saw Mortgage Electronic Registration System, Inc. by its duly authorized officer whose signature appears above, sign, seal, and as its act and deed deliver the within Assignment for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above witnessed the due execution and delivery thereof.

SWORN to and subscribed before me
this 13th day of May, 2011

Kira Allen (SEAL)
Notary Public for Texas
My commission expires January 21, 2014

Imgrid A. Norsic
WITNESS #1 or #2

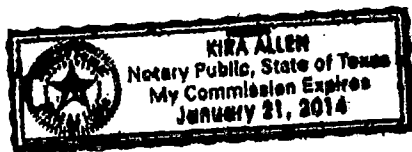


EXHIBIT F

Return To:
American Brokers Conduit
520 Broadhollow Road
Melville, NY 11747

BOOK 4503 PAGE 950 ✓
FILED
GREENVILLE, SC

2006 JAN 23 P 1:05

Prepared By:
Natisha Kilgo
10735 David Taylor Drive
3rd Floor, Suite 310
Charlotte, NC
28262

TIMOTHY L. HANNEY
REGISTER OF DEEDS

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100024200011233778

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated January 20, 2006 together with all Riders to this document.

(B) "Borrower" is Neva Steffens

Borrower is the mortgagor under this Security Instrument.

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

DOC # [REDACTED]

APPL # [REDACTED]

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP -6A(SC) (0015).01 Form 3041 1/01

Page 1 of 15 UM31 9905.01

Initials: JK

VMP MORTGAGE FORMS - (800)521-7291



6448

39

01-23-2006 01CL6482

RECORDING FEE

22.00

BOOK 4503 PAGE 951

(D) "Lender" is American Brokers Conduit

Lender is a Corporation

organized and existing under the laws of State of New York

Lender's address is 538 Broadhollow Road, Melville, NY 11747

(E) "Note" means the promissory note signed by Borrower and dated January 20, 2006

The Note states that Borrower owes Lender Eighty Eight Thousand and No/100

Dollars

(U.S. \$ 88,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2036

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

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

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

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

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this

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Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Parcel ID Number: N/A
6 AZALEA CT
GREENVILLE
("Property Address"):

which currently has the address of

[Street]
[City] , South Carolina 29615 [Zip Code]

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

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower

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shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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APPL #:0001123377

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

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notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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

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

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

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APPL # [REDACTED]

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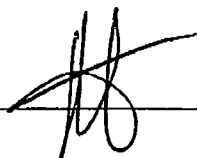
Form 3041 1/01

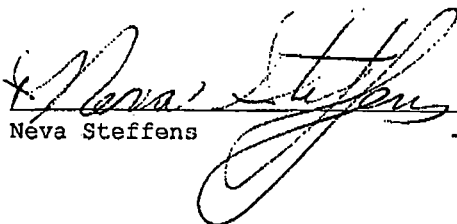
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:




Neva Steffens (Seal)
-Borrower

Kimberly Bowers Sellers

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

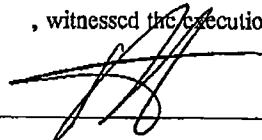
(Seal)
-Borrower

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STATE OF SOUTH CAROLINA,
County of greenville

Personally appeared before me Kimberly Bowen Sellers
and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their act and deed, deliver
the within written Mortgage; and that he/she with Alex J. Newton
, witnessed the execution thereof.

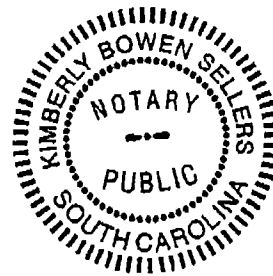


Sworn to before me this 20th day of January, 2006

My Commission Expires:

My Commission Expires
December 16, 2014

Kimberly Bowen Sellers
Notary Public for South Carolina



DOC #:324495

APPL #:0001123377

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Legal Description

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, BEING KNOWN AND DESIGNATED AS LOT 9 ON A PLAT OF SECTION 2 NORTH GARDENS RECORDED IN THE ROD OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK EE AT PAGE 103. REFERENCE IS HEREBY MADE TO SAID PLAT FOR A MORE COMPLETE AND ACCURATE METES AND BOUNDS THEREOF.

T.M.S. # 0279.00-02-024.00

This being the same property conveyed to the Grantor herein by deed of Jason Dillard dated 01/20/2006 and recorded in the ROD Office for Greenville County on

~~2185 1-23~~, 2006 in Deed Book 2185 at Page 1476

54
FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 01:05 PM
01 23 06 RECORDED IN MORTGAGE
BOOK 4503 PAGE 0950 THRU 0965
DOC # 2006006448

Timothy H.

InterestFirstSM NOTE

January 20, 2006
[Date]

GREENVILLE
[City]

South Carolina
[State]

6 AZALEA CT, GREENVILLE, SC 29615

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$ 88,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is American Brokers Conduit

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month. This payment will be for interest only for the first 120 months, and then will consist of principal and interest.

I will make my monthly payment on the 1st day of each month beginning on March 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest it will be applied to interest before Principal. If, on February 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO Box 660029, Dallas, TX 75266-0029

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.\$ 550.00 for the first 120 months of this Note, and thereafter will be in the amount of U.S. \$ 708.92. The Note Holder will notify me prior to the date of change in monthly payment.

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder

DOC #:315801

APPL #:0001123377

MULTISTATE InterestFirst FIXED RATE NOTE-Single Family- Fannie Mae UNIFORM INSTRUMENT

UN51 0210

END -336N (0210)

Form 3271 1/01

VMP MORTGAGE FORMS - (800)521-7291

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Initials: _____



agrees in writing to those changes. However, if the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest and/or principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

_____(Seal) _____(Seal)
Neva Steffens -Borrower -Borrower

_____(Seal) _____(Seal)
-Borrower -Borrower

_____(Seal) _____(Seal)
-Borrower -Borrower

_____(Seal) _____(Seal)
-Borrower -Borrower

[Sign Original Only]

DOC #:315803

APPL #:0001123377

 -836N (0210)

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05-1897/Steffens

BOOK 2185 PAGE 1476 ✓

FILED
GREENVILLE, SC

Space above this line for recording information

STATE OF SOUTH CAROLINA)

2006 JAN 23 P 1:04

COUNTY OF GREENVILLE)

TITLE TO REAL ESTATE

TIMOTHY L. WANNEY
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS THAT, JASON DILLARD herein referred to as Grantor for and in consideration of the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) Dollars to me paid by NEVA STEFFENS, hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs, successors, and assigns forever:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, BEING KNOWN AND DESIGNATED AS LOT 9 ON A PLAT OF SECTION 2 NORTH GARDENS RECORDED IN THE ROD OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK EE AT PAGE 103. REFERENCE IS HEREBY MADE TO SAID PLAT FOR A MORE COMPLETE AND ACCURATE METES AND BOUNDS THEREOF.

Tax Map Number: 0279.00-02-024.00

This being the same property conveyed to Jason Dillard by deed of Michael W. Fortner dated 05/14/2004 and recorded in the ROD Office for Greenville County on 05/19/2004 in Deed Book 2089 at Page 676.

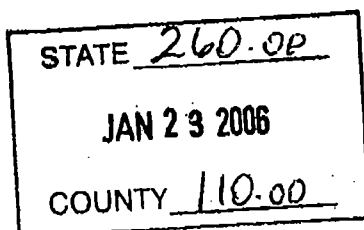
This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises.

Grantee Address: 6 Azalea Court
Greenville, SC 29615

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, her heirs, and assigns forever.

AND THE GRANTOR does hereby bind Grantor heirs, and the Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs, his/her heirs and assigns, against Grantor and Grantor's heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.



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01-23-2006 01CL6482

RECORDING FEE

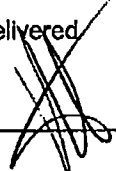
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05-1897/Steffens

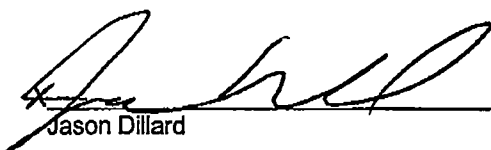
BOOK 2185 PAGE 1477

WITNESS my Hand and Seal this 20th day of January, in the year of our Lord 2006.

Signed, Sealed and Delivered
in the Presence of:



Cynthia J. Speed



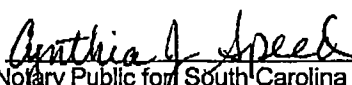
Jason Dillard

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and, as his/herHis act and deed, deliver the within-written Deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

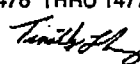
SWORN to before me this
20th day of January, 2006.





Notary Public for South Carolina
My Commission Expires: 12-5-15

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 01:04 PM
01 23 06 RECORDED IN DEED
BOOK 2185 PAGE 1476 THRU 1477
DOC # 2006006446



59

EXHIBIT G

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

American Home Mortgage Servicing,
Inc.,

Plaintiff,

vs.

Neva Steffens, et al.

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CIVIL ACTION COVER SHEET

2008 -CP- 23 - 679

(Please Print)

Submitted By: Ben N. Miller III

Address: 1704 Main Street, 2nd Floor

Post Office Box 58

Columbia, South Carolina 29202

SC Bar#: 3977

Telephone #: (803)252-0500

Fax #: (803)252-6705

Other:

Email:

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check one box below)

Contracts

- ☐ Constructions(100)
☐ Debt Collection(110)
☐ Employment(120)
☐ General(130)
☐ Breach of Contract (140)
☐ Other(199)

Torts-Professional Malpractice

- ☐ Dental Malpractice(200)
☐ Legal Malpractice(210)
☐ Medical Malpractice(220)
☐ Notice/File Med Mal (230)
☐ Other (299)

Torts-Personal Injury

- ☐ Assault/Slander/Libel(300)
☐ Conversion(310)
☐ Motor Vehicle Accident(320)
☐ Premises Liability(330)
☐ Products Liability(340)
☐ Personal Injury(350)
☐ Wrongful Death(360)
☐ Other(399)

Real Property

- ☐ Claim & Delivery(400)
☐ Condemnation(410)
☐ Foreclosure(420)
☐ Mechanic's Lien(430)
☐ Partition(440)
☐ Possession(450)
☐ Building Code Violation(460)
☐ Other(499)

Inmate Petitions

- ☐ PCR(500)
☐ Sexual Predator(510)
☐ Mandamus(520)
☐ Habeas Corpus(530)
☐ Other(599)

Judgements/Settlements

- ☐ Death Settlement(700)
☐ Foreign Judgement(710)
☐ Magistrate's Judgement(720)
☐ Minor Settlement(730)
☐ Transcript Judgement(740)
☐ Lis Pendens(750)
☐ Other(799)

Administrative Law/Relief

- ☐ Reinstate Driver's License(800)
☐ Judicial Review(810)
☐ Relief(820)
☐ Permanent Injunction(830)
☐ Forfeiture(840)
☐ Other(899)

Appeals

- ☐ Arbitration(900)
☐ Magistrate-Civil(910)
☐ Magistrate-Criminal(920)
☐ Municipal(930)
☐ Probate Court(940)
☐ SCDOT(950)
☐ Worker's Comp(960)
☐ Zoning Board(970)
☐ Administrative Law Judge(980)
☐ Public Service Commission (990)
☐ Employment Security Commission (991)
☐ Other (999)

Special/Complex/Other

- ☐ Environmental(600)
☐ Automobile Arb.(610)
☐ Medical(620)
☐ Other (699)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)

Submitting Party Signature:

Date:

1-25-08

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

SCCA/234 (8/06)

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American Home Mortgage Servicing, Inc.,

2008-CP-23-679

Plaintiff,

vs.

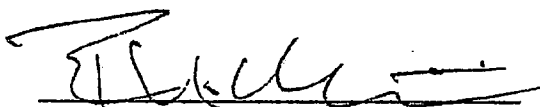
Neva Steffens and Citibank, N.A., successor by
merger to Citibank Federal Savings Bank,

Defendants.

**CERTIFICATE OF EXEMPTION
FROM ADR**

I certify that this action is exempt from ADR because:

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


Plaintiff/Attorney(s) for Plaintiff(s)

Ben N. Miller III

P.O. Box 58

Columbia, SC 29202

(803) 252-0500

Defendant/Attorney(s) for Defendant

January 25, 2008

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

American Home Mortgage Servicing, Inc.,

Plaintiff,

vs.

Neva Steffens and Citibank, N.A., successor by
merger to Citibank Federal Savings Bank,

Defendants.

2008-CP-23-679

SUMMONS
(Non-Jury Foreclosure)

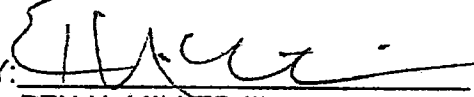
TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 1704 Main Street, P. O. Box 58, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default for the relief demanded in the Complaint. Your answer must be in writing and signed by you or your attorney and must state your address or the address of your attorney, if signed by your attorney.

This communication is an attempt to collect a debt, and any information obtained will be used for that purpose.

McDONALD, McKENZIE, RUBIN,
MILLER AND EYBRAND, L.L.P.

BY:


BEN N. MILLER III

Attorneys for the Plaintiff
P. O. Box 58
Columbia, South Carolina 29202
(803) 252-0500

Columbia, South Carolina

January 25, 2008

63

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

American Home Mortgage Servicing, Inc.,

Plaintiff,

vs.

Neva Steffens and Citibank, N.A., successor by
merger to Citibank Federal Savings Bank,

Defendants.

2008-CP-23-679

COMPLAINT

FILED
JAN 23 2008
CLERK OF COURT

The Plaintiff above named, complaining of the Defendants above named, herein alleges that:

1. Upon information and belief, the Defendant Neva Steffens is a resident of the County of Greenville, State of South Carolina; the Defendant Citibank, N.A., is a corporation doing business in the County of Greenville, State of South Carolina; and the subject of this action is real property located in the County of Greenville, State of South Carolina.

2. Heretofore, on January 20, 2006, the Defendant Neva Steffens made, executed and delivered to American Brokers Conduit a certain Mortgage Note in writing, wherein and whereby she promised to pay to the order of American Brokers Conduit the principal sum of \$88,000.00, together with interest at the rate of 7.5% per annum on the unpaid balance; said principal and interest being payable in monthly installments in the initial amount of \$550.00, commencing on the first day of March, 2006, and on the first day of each month thereafter until said note is fully paid; among other things the said Note provides as follows:

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

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

B. Steffens
Page 1.

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

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

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

3. In order to secure said note, the said Defendant Neva Steffens did, on January 20, 2006, make, execute and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for American Brokers Conduit, its successors and assigns, a certain mortgage covering the premises located in the County and State aforesaid and described as follows:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and delineated as Lot 9 on a plat of North Gardens, Section 2, prepared by Dalton & Neves dated January, 1955, and recorded in the Office of the Register of Deeds for Greenville County in Plat Book EE at page 103B. Reference is hereby made to said plat for a more complete and accurate metes and bounds thereof.
TMS# 0279-00-02-024-00.

Said property is the same property conveyed to Neva Steffens by Deed of Jason Dillard dated January 20, 2006, recorded January 23, 2006, in the Office of the Register of Deeds for Greenville County in Deed Book 2185 at page 1476.

4. Subject mortgage was given for the purpose of securing funds for the purchase of the above described property and therefore constitutes a purchase money mortgage.

5. On January 23, 2006, said Mortgage was recorded in the Office of the Register of Deeds for Greenville County in Mortgage Book 4503 at page 950.

6. By an Assignment to be recorded, Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage assigned and transferred the subject Note and Mortgage to American Home Mortgage Servicing, Inc.; by virtue of said Assignment, the Plaintiff is now the owner and holder of said Note and Mortgage.

B. W.
Page 2

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7. Among other things, said mortgage provides as follows:

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

8. The installments of principal and interest which became due on the first days of October, 2007, and of subsequent months have not been paid although demand for the payment thereof has been made and the plaintiff, as the holder of the said note and mortgage, after giving all required notices, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; there is now due and owing and unpaid upon the said note and mortgage the sum of \$88,000.00 together with interest thereon at the rate of 7.5% per annum from the first day of September, 2007, together with a reasonable sum as attorney's fees and the costs of this action.

9. If Plaintiff secures the premises being foreclosed herein, Plaintiff's costs of securing said premises should be added to any judgment rendered on its behalf. If Plaintiff pays any utility charges constituting a lien on said premises, Plaintiff's costs should be added to any judgment rendered on its behalf.

10. The Plaintiff does not waive, but specifically demands judgment against the Defendant Neva Steffens for the full amount found to be due to Plaintiff on the Note and Mortgage held by Plaintiff, with the right to enter a personal deficiency judgment against the Defendant Neva Steffens for any deficiency in this action remaining after sale of the mortgaged premises.

11. The Defendant Citibank, N.A., successor by merger to Citibank Federal Savings

P. u
Page 3

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Bank, has or may claim to have some interest in or lien upon the subject property by virtue of that certain Mortgage in the amount of \$26,000.00 given to Citibank Federal Savings Bank by Neva Steffens, dated February 2, 2006, recorded February 23, 2006, in the Office of the Register of Deeds for Greenville County in Mortgage Book 4519 at page 60; the interest or lien of the Defendant Citibank, N.A., successor by merger to Citibank Federal Savings Bank, if any, is junior and subordinate to the lien of the Plaintiff's purchase money mortgage.

WHEREFORE, Plaintiff prays judgment:

(1) That the amount due upon said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

(2) That the said Plaintiff's mortgage be declared a first lien and that said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees, and for the costs of this action.

(3) That the mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale.

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid, and

Third, the surplus, if any, be distributed according to law.

(4) Plaintiff have judgment against the Defendant Neva Steffens for the full amount found to be due Plaintiff on the note and mortgage with the right to enter a personal judgment against the Defendant Neva Steffens for any deficiency in this action remaining after the sale of the mortgaged premises.

R. J.
Page 4.

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(5) For such other and further relief as may be just and proper.

McDONALD, McKENZIE, RUBIN,
MILLER AND LYBRAND, L.L.P.

BY: 

BEN N. MILLER III

Attorneys for the Plaintiff

P. O. Box 58

Columbia, South Carolina 29202

(803) 252-0500

Columbia, South Carolina

January 25, 2008

Page 5

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EXHIBIT H

STATE OF SOUTH CAROLINA) American Home Loan #~~2008055173~~
COUNTY OF GREENVILLE) ASSIGNMENT OF MORTGAGE
Mortgage Book 4503, Page 950

For value received, Mortgage Electronic Registration Systems, Inc. as nominee for American Brokers Conduit of P O Box 2026, Flint, Michigan 48501, does hereby transfer and assign unto American Home Mortgage Servicing, Inc of 4600 Regent Blvd, Suite 200, Irving, Texas 75063, its successors and assigns forever, that certain mortgage, together with the Note thereby secured in the original principal amount of \$88,000.00, executed by Neva Steffens to Mortgage Electronic Registration Systems, Inc. as nominee for American Brokers Conduit dated January 20, 2006, recorded January 23, 2006, in the Office of the Register of Deeds for Greenville County, South Carolina, in Mortgage Book 4503 at page 950.

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. as nominee for American Brokers Conduit has caused this Assignment to be duly executed and delivered this 25 day of January, 2008.

WITNESSES:

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. AS NOMINEE FOR AMERICAN
BROKERS CONDUIT (SEAL)

Jessica Harris
Witness #1

BY: Robert Hardman
ROBERT HARDMAN

[Signature]
Witness #2

ITS: Vice President

STATE OF TEXAS)
COUNTY OF DALLAS)

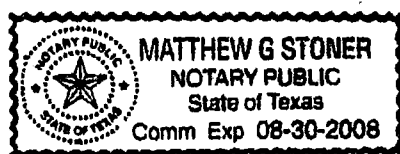
PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, says that (s) he saw Mortgage Electronic Registration Systems, Inc. as nominee for American Brokers Conduit, by its duly authorized officer whose signature appears above, sign, seal, and as its act and deed deliver the within Assignment for the uses and purposes therein mentioned, and that (s) he with the other witness whose signature appears above witnessed the due execution and delivery thereof.

SWORN to and subscribe before me this
25 day of January, 2008.

Matthew G Stoner (SEAL)
Notary Public for Texas
My commission expires 8/30/08

Jessica Harris
WITNESS #1 OR #2



FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2008055173 Book:MO 4966 Page:371-371
June 11, 2008 03:39:54 PM

Timothy J. Hanney

2008055173 ASNT
Book:MO 4966 Page 371-371
June 11, 2008 03:39:54 PM
Rec \$6.00
Cnty Tax \$0.00
State Tax \$0.00
FILED IN GREENVILLE COUNTY, SC

REGISTER OF DEEDS, GREENVILLE COUNTY

DATE
JUN 23 2010
CERTIFIED TO BE A TRUE AND CORRECT COPY
OF DOCUMENT ON FILE IN THIS OFFICE

EXHIBIT I

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Neva Steffens,

vs.

American Brokers Conduit, Inc.,
Mortgage Electronic Registration
Systems, Inc., MERSCorp., Inc.,
American Home Mortgage Servicing,
Inc., American Home Mortgage,
American Home Mortgage Investment
Trust 2006-1, and Deutsche Bank
National Trust Co., as putative trustee
thereof, 6 Azalea Court, Greenville,
South Carolina, Jason Dillard, John &
Mary Does 1-1000,

Defendants.

Deutsche Bank National Trust
Company, as Trustee for GSAA Home
Equity Trust 2006-10, Trust 2006-10,
Asset-Backed Certificates, Series 2006-
10,

Plaintiff,

vs.

Neva Steffens, CitiBank, N.A.,
successor by merger to CitiBank Federal
Savings Bank, and Ayenkat Propensities,
LLC, ~~Servicing, Inc., et al.~~

Defendants.

MASTER-IN-EQUITY
THIRTEENTH JUDICIAL CIRCUIT

Consolidated Actions per Order filed
February 8, 2012

Civil Action No. 2011-CP-23-897
(Steffens v. ABC, Inc. et al.)

Civil Action No. 2011-CP-23-3284
(Deutsche Bank v. Steffens et al.)

Lis Pendens No. R4 088
(American Home v. Steffens et al.)

Lis Pendens No. JJ1 016
(Steffens v. ABC, Inc. et al.)

Lis Pendens No. KK8 042
(Deutsche Bank v. Steffens et al.)

**CONSENT ORDER OF DISMISSAL
AND CANCELLATION OF LIS
PENDENSES**

THIS MATTER COMES BEFORE THE COURT upon motion under Rule
41(a)(2), SCRPC of Neva Steffens (hereinafter "Steffens") and Mortgage Electronic
Registration Systems, Inc.; MERSCORP., Inc.; n/k/a MERSCORP Holding

RECEIVED

MAY - 1 2012

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American Home Mortgage Servicing, Inc.; Deutsche Bank National Trust Co. as Trustee for GSAA Home Equity Trust 2006-10, Trust 2006-10, Asset Backed Certificates, Series 2006-10 (hereinafter jointly referred to as "Settling Defendants").

The parties jointly seek an order dismissing all claims asserted by and against the parties in this consolidated action, specifically including all claims by Steffens against Settling Defendants, with the exception of Steffens' claims against CitiBank, N.A., successor by merger to Citibank Federal Savings Bank (hereinafter "CitiBank") and Jason Dillard (collectively, "Non-Settling Parties"); Steffens' claims against Non-Settling Parties are dismissed without prejudice. This order also cancels the lis pendenses that have been filed by the parties to these consolidated cases. With the exception of Non-Settling Parties, all parties agree to dismiss all claims that were, or could have been asserted (in tort, contract or otherwise) against each other from the beginning of time through the date of the settlement, April 11, 2012 ("Settlement Date"). The parties do not waive any claim arising after the Settlement Date, including any future foreclosure or other action that may arise from the subject loan. Except as expressly set forth in Amended Exhibit A to the parties' Settlement Agreement, each party shall bear her/its own attorneys' fees and costs.

IT IS THEREFORE ORDERED these actions and lis pendenses are dismissed with prejudice, except as specifically stated herein.

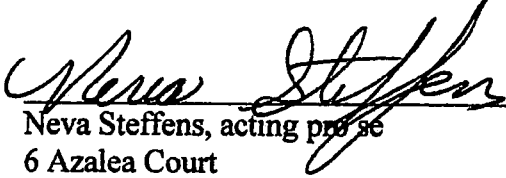
IT IS SO ORDERED.

_____, South Carolina
4/30, 2012

Charles B. Simmons, Jr.
Master-in-Equity

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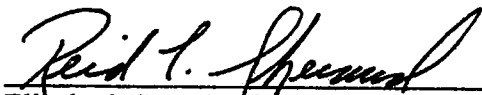
I CONSENT:



Neva Steffens, acting pro se
6 Azalea Court
Greenville, S. Carolina 29615
Telephone: (864) 241 8602

WE CONSENT:

NELSON MULLINS RILEY & SCARBOROUGH LLP



Elizabeth Scott Moise
E-Mail: scott.moise@nelsonmullins.com
151 Meeting Street / Sixth Floor
Post Office Box 1806 (29402-1806)
Charleston, SC 29401-2239
Telephone: (843) 853-5200
Facsimile: (843) 722-8700

Reid T. Sherard
E-Mail: reid.sherard@nelsonmullins.com
Dowse Bradwell "Brad" Rustin, IV
E-mail: brad.rustin@nelsonmullins.com
104 South Main Street / Ninth Floor
Post Office Box 10084 (29603-0084)
Greenville, SC 29601
(864) 250-2300

Attorneys for Settling Defendants

EXHIBIT J

NEVA STEFFENS
6 Azalea Court
Greenville, South Carolina 29615
(864) 241-8602
Burmese8@yahoo.com

March 25, 2013

*Fax: Ocwen
Research Dept.
407-737-6375*

Via Certified Mail: Receipt No.: 7012 3460 0002 2826 6045

Ocwen Loan Servicing, LLC
Attn: Customer Service Department
P. O. Box 24738
West Palm Beach, FL 33416-4738

Ocwen Loan Servicing, LLC
Attn: Research Department
P. O. Box 24736
West Palm Beach, FL 33416-4738

Consumer Communications
Federal Housing Finance Agency
Constitution Center
400 7th Street, SW
Washington, DC 20024

Office of the Comptroller of the
Currency
250 E St SW
Washington, DC 20219

Louie A. Jacobs
Commissioner of Banking
1205 Pendleton Street, Suite 305
Columbia, SC 29201

Re: Ocwen Loan No.: [REDACTED]
Homeward Residential Loan No.: [REDACTED]
6 Azalea Court, Greenville, SC 29615
Qualified Written Request

To Whom It May Concern:

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My loan has been sold again. It has a new loan number.

I request a complete accounting as to what has been paid down for this mortgage and loan to date. I am not asking for a copy of your General Ledger, I am asking for a copy of the trust ledger. American Brokers Conduit was the alleged original creditor and has that entity received any of the money I am paying on this loan? They are no longer in business as of August 2007. I am not paying any additional fees for \$55.00 or any other amount to a servicer allegedly no longer affiliated with my loan and account.

The Confidential Full Release and Settlement Agreement dated April 11, 2012 is between American Brokers Conduit, Inc., Mortgage Electronic Registration Systems, Inc., MERS Corp., Inc., American Home Mortgage Servicing, Inc. American Home Mortgage, American Home Mortgage Investment Trust 2006-1, Deutsche Bank National Trust Co., (putative trustee), 6 Azalea Court, Greenville, South Carolina, Jason Dillard, John & Mary Does 1-1000 and Deutsche Bank National Trust Company, s Trustee for GSAA Home Equity Trust 2006-10, Trust 2006-10, Asset-Backed Certificates, Series 2006-10, Neva Steffens, CitiBank, N.A., successor by merger to CitiBank Federal Savings Bank and Ayenkat Propensities, LLC. No where in that list do I see the name Ocwen Loan Servicing, Inc.

I am requesting written notice that the Trustee is aware of the loan being transferred into the Deutsche Bank National Trust Company, s Trustee for GSAA Home Equity Trust 2006-10, Trust 2006-10, Asset-Backed Certificates, Series 2006-10. During my lawsuit which is now closed, it was conveyed to me that there is no Pooling and Servicing Agreement presently available. I contacted the SEC directly and spoke to an attorney from the SEC. She told me that the Pooling and Servicing Agreement was no longer on the SEC website and that, sometimes, they are taken off the website when they have been closed down. How did my loan end up in a Trust that was closed? The Trust has a date of 2006, how did my loan get into a trust in 2011? The trust agreement should have the words "delivery and acceptance" on it with the date and the trustee's signature and it is notarized. Who is the Trustee?

To date, I see nothing from Ocwen Loan Servicing, LLC that it can prove it owns the servicing rights to the loan other than a letter referring to servicing rights. I believe that I am being defrauded through wire and mail fraud. Is Ocwen Loan Servicing a subservicer or a master servicer? American Brokers Conduit, the alleged original lender is no longer in business as of August of 2007. RESPA requires that a valid assignment be on file at the Registrar of Deeds Office. I also request documents that prove Ocwen Loan Servicing now has the right to collect this debt.

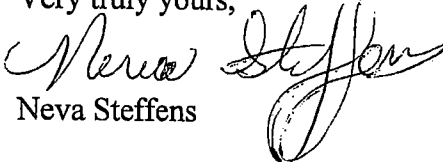
I also request a principal reduction of my loan which is significantly underwater and contains amounts which are totally without merit, i.e., paying an attorney fee to a law firm who was a party to the first foreclosure lawsuit and which was dismissed for lack of standing.

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Again, I was offered a loan modification under HAMP by American Home Mortgage Servicing, Inc. AHMSI stated that this loan is a Fannie Mae Loan. I sent in ten loan modification packages over at least 3 years. Please expedite this request as it affects my April 1, 2013 payment. It also may affect future litigation in this matter.

Thank you for your attention to this matter.

Very truly yours,


Neva Steffens

Cc: The Honorable Alan Wilson
South Carolina Attorney General
P.O. Box 11549
Columbia, S.C. 29211

Eric Holder, Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Enc



REPRESENTATION OF PRINTED DOCUMENT

PO Box 619063
Dallas, TX 75261-9063

Ocwen Loan Servicing, LLC
HELPING HOMEOWNERS IS WHAT WE DO!™
WWW.OCWEN.COM



February 13, 2013

2-764-78784-0033314-001-01-001-003-000-000

NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

OCWEN LOAN #: [REDACTED]
HOMEWARD LOAN #: [REDACTED]
PROPERTY ADDRESS: 6 AZALEA CT
GREENVILLE SC 29615

**NOTICE OF SERVICING TRANSFER (RESPA) and
WELCOME TO OCWEN LOAN SERVICING, LLC**

Dear Borrower(s):

Effective 03/01/2013, Homeward Residential, Inc. (Homeward Residential) will transfer the servicing of your account to Ocwen Loan Servicing, LLC (Ocwen). The transfer of the servicing of your account does not affect any term or condition of your financing agreement, other than terms directly related to the servicing of your account. Your loan number will change, and the new loan number is noted above.

Should you have questions relating to the transfer of servicing or need information regarding your account prior to 03/01/2013, please contact Homeward Residential's Customer Care Department at (877) 304-3100.

New Servicing Contact Information:

As of 03/01/2013, Ocwen's Customer Care Center will assist you with questions regarding the transfer of servicing or any other questions relating to your account. You may reach Ocwen's Customer Care Center at (800) 746-2936 Monday through Friday 8:00 am ET to 9:00 pm ET, Saturday 8:00 am ET to 5:00 pm ET or Sunday 9:00 am ET to 9:00 pm ET. Information concerning Ocwen and your mortgage loan may also be found online at www.ocwen.com. You can also obtain information using Ocwen's Automated Telephone System or by speaking with a Customer Care Center Representative. Please be sure to have your loan number available when you call.

As of 03/01/2013, all written inquiries should be sent to Ocwen at the following address. Please be sure to indicate your loan number on all correspondence to ensure prompt response to your inquiry.

Ocwen Loan Servicing, LLC
Attn: Customer Service Department
P.O. Box 24738
West Palm Beach, FL 33416-4738

Making Payments:

The date that Homeward will stop accepting payments is 2/28/2013. The date that Ocwen will start accepting payments from you is 03/01/2013. Please make all checks payable to Ocwen and send all payments due on or after 03/01/2013 to the following address. If you use a Bill Pay Service, you will also need to inform them of this new payment address.

For Western Union Quick Collect users, you can find the location nearest you by calling (800) 238-5772 or visiting www.westernunion.com and clicking "Find a Location". At the location, please pay to name "OCWEN" and provide the loan number.

PAYMENTS

Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

OVERNIGHT EXPRESS ADDRESS

Ocwen Loan Servicing, LLC
Attn: Cashiering
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

If you are currently enrolled in Homeward Residential's Automated Clearing House (ACH) or the Equity Accelerator Program and your monthly payments are automatically withdrawn from your bank account, the service will continue with Ocwen. Please note, the first draft at Ocwen may be delayed. For your convenience, we have included a temporary payment coupon at the end of this letter.

Ocwen NMLS#: 1852
Homeward Residential NMLS#: 3984

2400.0137

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NOTICE OF SERVICING TRANSFER (RESPA)

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Taxes and Insurance:

If you are currently responsible for payment of your real estate taxes and/or homeowners insurance, you will continue to be responsible for payment of these items after your account transfers to Ocwen. To ensure our records accurately reflect your insurance carrier and taxing authority, you may receive a letter of verification from Ocwen shortly after the transfer.

Additionally, it is important to contact your insurance agency to ensure that (i) Ocwen receives proof of hazard insurance (with flood and/or windstorm coverage, as applicable) on your property and (ii) Ocwen is named as the beneficiary in the Mortgagee Clause of your policy. If your mortgage payment includes escrow for taxes or insurance, please take the necessary steps to have all future bills forwarded to:

INSURANCE

Ocwen Loan Servicing, LLC
ISAOA
P.O. Box 6723
Springfield, OH 45501-6723
E-mail: updateinsurance@ocwen.com
Insurance Center: (866) 825-9265
Insurance Center Fax: (888) 882-1816

PROPERTY TAXES

Ocwen Loan Servicing, LLC
Attn: Tax Department
P.O. Box 24665
West Palm Beach, FL 33416-4665
Customer Care Center: (800) 746-2936

Year-end Interest Statement (IRS Form 1098):

By January 31 of each year, you will be mailed an Annual Tax and Interest Statement from each company that has serviced your loan during the prior year. Each statement will contain IRS reporting information for the time your loan was serviced by each company.

Optional Insurance:

The transfer of servicing rights may affect the terms of, or the continued availability of, mortgage life, disability insurance, or any other type of optional insurance. Not everyone has this type of insurance, but if you do, please be advised that it may not transfer to Ocwen Loan Servicing, LLC. However, to verify if Ocwen is able to offer any of these services, please call our Customer Care Center at (800) 746-2936 during the business hours indicated above or contact an independent insurance agent for alternate coverage options.

Except in limited circumstances, the law requires that your present Servicer send you this notice at least fifteen (15) days before the effective date of transfer. Your new Servicer must also send you this notice no later than fifteen (15) days after this effective date. In this case, all necessary information is combined in this one notice.

You are advised of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old Servicer before its due date may not be treated by the new loan Servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 USC 2605) gives your certain consumer rights. If you should need to send a "qualified written request" to your loan Servicer concerning the servicing of your loan, your Servicer must provide you with a written acknowledgement within five (5) business days of receipt of your request. A "qualified written request" is defined as a written correspondence, other than notice in a payment coupon or other payment medium supplied by the Servicer, which includes your name and loan number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to:

If to Homeward Residential, Inc.:
Homeward Residential, Inc.
Attn: Research Department
P.O. Box 630467
Irving, TX 75063-0467

If to Ocwen:
Ocwen Loan Servicing, LLC
Attn: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Not later than thirty (30) business days after receiving your request, your Servicer must make appropriate corrections to your account and provide you with a written clarification regarding any dispute, or in some circumstances, a notice of a fifteen (15) business day extension. During this period, your Servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the Servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

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Welcome to Ocwen! Important Information

Welcome to Ocwen Loan Servicing, LLC (Ocwen). We have attached frequently asked questions, as it is natural that you may have a few questions about this change and what it will mean. Please rest assured that we value your business and look forward to assisting you in the future as **HELPING HOMEOWNERS IS WHAT WE DO!™**

Frequently Asked Questions:

What if I made a payment to my Prior Servicer, but it has not posted yet?

Your Prior Servicer will forward your payment to us within 15 business days. It may take a few days for us to receive and apply the payments, but this will not negatively impact your account or your credit report. To check on the status of your account, you may go to www.ocwen.com.

How can I get information about my account?

You can access Ocwen's website and/or automated telephone system which will provide you with information regarding your account 24-hours a day. These systems have been designed to provide you with the most frequently requested services or information. They may include, but are not limited to, options to obtain payment histories, a payoff or reinstatement quote, status of your credit reporting, payment options, status of tax and insurance payments, financial hardship options and frequently asked questions (FAQ). Website: www.ocwen.com. Telephone Number: (800) 746-2936.

If my account is past due and I have not made a payment arrangement with Homeward Residential, how can I make payment arrangements or get assistance due to financial difficulties?

We offer a number of specialized programs designed to fit your unique financial situation. Please go to www.ocwen.com, click on Mortgage Customers and then log in with your User ID and Password. If you need to create a User ID and Password, select the New Customers icon. Once you log in, select the Financial Difficulties icon. This will allow you to download an application package.

If I cannot resolve my issue online, what number do I call and what are the hours?

Ocwen's toll free number is (800) 746-2936. In order to accommodate borrowers' busy schedules, we are open late at night and very early in the morning. Our hours are Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm, and Sunday 9:00 am to 9:00 pm, all Eastern Standard Time.

If my account is current, where do I send my payments?

Our payment processing address is:
Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

I am currently on a trial modification plan and still have payments remaining before it becomes a final/permanent modification. What do I do?

You should continue making monthly payments as required in the modification plan. Your Prior Servicer will be providing Ocwen the status of your modification. Please allow us 30 days to review and process your information. It is not necessary to call for a status prior to 30 days as the agent will not have any additional information to provide to you.

I am currently on a trial plan for my mortgage modification, and I have made all of my trial payments. When can I expect my final/permanent modification?

Your Prior Servicer will be providing Ocwen with the status of your modification. You should continue to make your payment each month. Our goal is to review your loan as soon as possible and provide your final modification agreement to you. Please allow up to 30 days from the date of the transfer for Ocwen to obtain and process your application documentation.

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NOTICE OF SERVICING TRANSFER (RESPA)

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Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where Servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated. Please retain this information with your financing agreement documentation. We look forward to working with you and providing you with the highest quality customer care service.

IMPORTANT DISCLOSURES

Disclaimer Regarding Mandatory Arbitration Provisions: If your account documents require you to submit disputes regarding your account to arbitration for resolution, such requirement is waived and will not be enforced against you. Such waiver, however, does not affect any rights you may have to require arbitration of disputes regarding your account.

Credit Reporting: You are hereby notified that we may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may also be reflected on your credit report.

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

Properties in Colorado: For information about the Colorado Fair Debt Collection Practices Act, see www.sco.state.co.us/cab.htm. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Properties in Hawaii: Ocwen Loan Servicing, LLC is licensed by the Commissioner of Financial Institutions in Hawaii. Complaints about the servicer may be submitted to the Commissioner.

Properties in Maryland: The Maryland Consumer Protection Act require us to disclose that if Ocwen fails to give written notice of this transfer or fails to make timely payments of taxes or insurance premiums (assuming the borrower has paid an amount to cover these costs) and Ocwen has received the tax bill or notice, Ocwen may face liability for any economic damages incurred by the borrower.

Properties in Minnesota: Borrowers on loans secured by property in Minnesota can direct complaints and questions to the Ocwen Loan Servicing, LLC. Customer Care Department at 1-800-746-2936 between 8:00 a.m. and 9:00 p.m. ET, Monday through Friday, from 8:00 a.m. to 5:00 p.m. ET on Saturday, or from 9:00 a.m. to 9:00 p.m. ET on Sunday or in writing to: P.O. Box 24738, West Palm Beach, FL 33416-4738. Each written complaint or question will be responded to within 15 days.

Properties in New York: Ocwen Loan Servicing, LLC is registered with the Superintendent of the New York State Banking Department. The borrower may file complaints about Ocwen Loan Servicing, LLC with or obtain further information from the New York State Banking Department by calling the Department's Consumer Help Unit at 1-877-BANK-NYS or by visiting the Department's website at www.banking.state.ny.us.

Properties in North Carolina: Ocwen Loan Servicing, LLC is licensed by the North Carolina Commissioner of Banks (North Carolina Permit No. 3946) and complaints about Ocwen Loan Servicing, LLC may be submitted to the Commissioner.

Properties in Texas: The State of Texas requires us to inform you that a registrant shall provide to the borrower of each residential mortgage loan the following notice not later than the 30th day after the registrant commences servicing the loan: Complaints regarding the servicing of your mortgage should be sent to the Department of Savings and Mortgage Lending, 2601 N. Lamar, Suite 201, Austin, Texas 78705. Complaint Forms and Instructions may be downloaded and printed from the Department's website located at <http://www.sml.state.tx.us> or obtained from the Department upon request by mail at the address above, by telephone at its Toll-free Consumer Hotline at (877) 276-5550, by fax at (512) 475-1360, or by email at SMLInfo@SML.STATE.TX.US.

Ocwen Loan Servicing, LLC is a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Prior Servicer is a debt collector attempting to collect a debt and any information obtained will be used for that purpose. If you are not obligated on the debt or if the debt has been discharged in a bankruptcy proceeding, this is for informational purposes only and is not an attempt to assess or collect the debt from you personally.

Attention Service members and Dependents: The federal Service members Civil Relief Act and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances during and nine months after the service member's military or other service. Prior Servicer will not foreclose on the property of a service member or his or her dependent during that time, unless pursuant either to a court order or a service member's written waiver agreement.

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WWW.OCWEN.COM



I received a notice from my Prior Servicer that I was denied for the Making Home Affordable Program. I am still having financial difficulty; what can I do?

We may still be able to help you. We offer a number of specialized programs designed to fit your situation. Please go to www.ocwen.com for more information and download an application for assistance.

I received a notice from my Prior Servicer that they were missing documents for my modification but I have not sent them yet; do I send these documents to Ocwen now?

Yes, please send the documents to Ocwen via e-mail at mod@ocwen.com or fax the documents to (407) 737-6174. Your Prior Servicer will be providing Ocwen with the status of your modification (trial plan or initial application), copies of your initial application and information identifying the missing documentation. Please allow up to 30 days from the date you send the documentation for Ocwen to process your documentation.

I have a Short Sale or Deed-in-Lieu application pending with my Prior Servicer, do I have to resend all the documentation to Ocwen now and reapply?

Your Prior Servicer will be providing Ocwen with the status of your pending resolution. If you have a pending foreclosure sale date or closing scheduled in the next 60 days, to expedite processing, please resend the documentation by fax to (407) 737-5071. If you do not have a foreclosure sale or scheduled closing in the next 60 days, your Prior Servicer will be providing Ocwen the status of your pending resolution. Ocwen will be contacting you with a final approval or denial. Please allow Ocwen up to 30 days to process your Short Sale or Deed-in-Lieu application.

I received approval from my Prior Servicer for a Short Sale or Deed-in-Lieu; will this approval be honored by Ocwen?

Yes, it will be honored as long as you meet the original requirements or contingencies for approval provided by your Prior Servicer. With respect to Short Sales, please note that the original expiration date of your Prior Servicer's approval (the "good through" date) still applies and if it has expired, the approval is no longer valid. Your Prior Servicer will be providing these approval requirements to Ocwen.

I received approval from my Prior Servicer for a Short Sale or Deed-in-Lieu, but the approval is going to expire shortly (or just expired) and my closing is after this day. What do I do?

You should fax your original approval documents and an updated net sheet or HUD1 with the new projected closing date to (407) 737-5071. With respect to Short Sales, please note the original expiration date of your Prior Servicer's approval (the "good through" date) still applies. Please note, if there is a Foreclosure Sale scheduled on your account, we will not postpone the foreclosure sale.

Please Detach below and include with your monthly payment.

00000529347 4444444881 000007140102349 50 000513846



Payment Coupon

NEVA STEFFENS

Account Number: [REDACTED]

☐ Check box if your contact information has changed, update on the back

Note: If your loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal. If this payment is made via automatic drafting, this statement is for informational purposes only.

AMOUNT DUE \$ []
Additional Principal \$ []
Additional Escrow \$ []
Other: (Please Specify) \$ []
Total Enclosed: \$ []

OCWEN
PO BOX 6440
CAROL STREAM IL 60197-6440

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InterestFirstSM NOTE

January 20, 2006
[Date]

GREENVILLE
[City]

South Carolina
[State]

6 AZALEA CT, GREENVILLE, SC 29615

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 88,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is American Brokers Conduit

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month. This payment will be for interest only for the first 120 months, and then will consist of principal and interest.

I will make my monthly payment on the 1st day of each month beginning on March 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest it will be applied to interest before Principal. If, on February 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO Box 660029, Dallas, TX 75266-0029

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 550.00 for the first 120 months of this Note, and thereafter will be in the amount of U.S. \$ 708.92. The Note Holder will notify me prior to the date of change in monthly payment.

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder

DOC #:

APPL #:

MULTISTATE InterestFirst FIXED RATE NOTE-Single Family-Financ Max UNIFORM INSTRUMENT

1001 0210

1001-836N (210)

Form 3271 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials:



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agrees in writing to those changes. However, if the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest and/or principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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9. WAIVERS

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

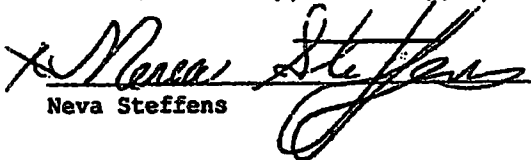
10. UNIFORM SECURED NOTE

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

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

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

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



Neva Steffens (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF

[Sign Original Only]

DOC #:315803

1242-836N (0210)

APPL #:0001123377

Page 3 of 3

WITHOUT RESCUE
BY AMERICAN BROTHERS CREDIT

RYAN MCCOY
ASSISTANT

Form 3271 1/01

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OCWEN

Ocwen Loan Servicing, LLC
www.ocwen.comNMLS #: 1852
NC Permit No. 3946**CUSTOMER CARE CENTER 1-800-746-2936**

Your call may be recorded for the coaching and development of our associates.

Account Statement**Account Number:** [REDACTED]**Account Statement Date:** 03/14/2013**Property Address:**6 Azalea Ct
Greenville SC 29615

CURR

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Special Notices

Looking for ways to reduce your homeowners insurance cost? Consider increasing your deductible. First Protector will pay it for you, up to \$1,000. Visit www.OcwenFirstProtector.com or call 1-800-349-9756, 8am-8pm E.T. for more information.



2MB 01349/001349/002699 0007 2 ACQ1HV

NEVA STEFFENS

6 AZALEA CT

GREENVILLE SC 29615-2146

**Account Information**

* Current Principal Balance:	71,321.65
Interest Rate:	2.00000%
Next Payment Due Date:	04/01/2013
Current Escrow Balance:	570.33
Interest Paid Year-To-Date:	.00
Taxes Paid Year-To-Date:	.00
Beginning Principal Balance:	71,321.65
Deferred Principal Balance:	60,000.00
Escrow Deposits/Adjustments Year-To-Date:	570.33
Recently Assessed Amounts:	
03/03/13 Prior Servicer Fees:	55.00

*This is the principal balance only, not the amount required to pay your account in full.

Details of Amount Due

Current Amount Due:	
Principal:	204.65
Interest:	118.87
Escrow:	190.32
Current Amount Due by 04/01/13:	513.84
Assessed Fees/Expense Outstanding:	
Curr-Prior Servicer Fees:	55.00
Total Fees/Expense Outstanding:	55.00
Total Amount Due:	568.84

Recent Account Activity

Date	Description	Principal	Interest	Escrow	Optional	Late Charges	Fees/Other	Suspense	Total
No transactions since last statement									

Important Messages

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. To obtain information about your rights under the Fair Credit Reporting Act go to www.ftc.gov/credit.

If you are currently in bankruptcy or if you have filed for bankruptcy since obtaining this loan, please read the bankruptcy information provided on the back of this

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Please note that your monthly payment amount has changed to \$503.14 effective 05/01/2013. Further detail regarding the reason for this change will be included in a separate letter.

001349/002699 ACO1HV S1-ET-M1-C001 1 6

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7012 3460 0002 2826 6045

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only, No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com or call 1-800-ASK-UNITED STATES	
Postage Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees	\$ \$3.10 \$4.00 \$0.00 \$7.10
Sent to Ocwen Loan Servicing Customer Service Dept P.O. Box 24738 West Palm Beach, FL 33416-4738	

SENDER: COMPLETE THIS SECTION ■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Ocwen Loan Servicing Customer Service Dept P.O. Box 24738 West Palm Beach, FL 33416-4738	COMPLETE THIS SECTION ON DELIVERY A. Signature x Noland Francis ☒ Agent ☐ Addressee B. Received by (Printed Name) PAR C. Date of Delivery 30/03/2011 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number (Transfer from service label)	7012 3460 0002 2826 6045

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law

151 Meeting Street / Sixth Floor / Charleston, SC 29401-2239

Tel: 843.853.5200 Fax: 843.720.4369

www.nelsonmullins.com

Elizabeth Scott Moise

Tel: 843.720.4382

Fax: 843.720.4369

scott.moise@nelsonmullins.com

March 14, 2013

Ms. Neva Steffens
6 Azalea Court
Greenville, SC 29615

Dear Neva:

Thank you for your recent correspondence. Reid, Brad, and I no longer represent Homeward Residential as it relates to your loan. Therefore, if you have issues with billing or questions about your loan, please contact the new servicer, Ocwen Loan Servicing, LLC. I am enclosing a copy of the letter of notification of the transfer in servicing, which gives you the contact information you need for communications with Ocwen.

Very truly yours,



Elizabeth Scott Moise

ESM:esm

Enclosure: Notice of Servicing Transfer (RESPA) and Welcome to Ocwen Loan Servicing, LLC (dated 2/13/13)

cc: Reid T. Sherard
Dowse B. Rustin, IV

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PO Box 619063
Dallas, TX 75261-9063

Ocwen Loan Servicing, LLC
HELPING HOMEOWNERS IS WHAT WE DO!™
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February 13, 2013

2-764-79784-0033314-001-01-001-000-000-000

NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

OCWEN LOAN #: [REDACTED]
HOMeward LOAN #: [REDACTED]
PROPERTY ADDRESS: 6 AZALEA CT
GREENVILLE SC 29615

**NOTICE OF SERVICING TRANSFER (RESPA) and
WELCOME TO OCWEN LOAN SERVICING, LLC**

Dear Borrower(s):

Effective 03/01/2013, Homeward Residential, Inc. (Homeward Residential) will transfer the servicing of your account to Ocwen Loan Servicing, LLC (Ocwen). The transfer of the servicing of your account does not affect any term or condition of your financing agreement, other than terms directly related to the servicing of your account. Your loan number will change, and the new loan number is noted above.

Should you have questions relating to the transfer of servicing or need information regarding your account prior to 03/01/2013, please contact Homeward Residential's Customer Care Department at (877) 304-3100.

New Servicing Contact Information:

As of 03/01/2013, Ocwen's Customer Care Center will assist you with questions regarding the transfer of servicing or any other questions relating to your account. You may reach Ocwen's Customer Care Center at (800) 746-2936 Monday through Friday 8:00 am ET to 9:00 pm ET, Saturday 8:00 am ET to 5:00 pm ET or Sunday 9:00 am ET to 9:00 pm ET. Information concerning Ocwen and your mortgage loan may also be found online at www.ocwen.com. You can also obtain information using Ocwen's Automated Telephone System or by speaking with a Customer Care Center Representative. Please be sure to have your loan number available when you call.

As of 03/01/2013, all written inquiries should be sent to Ocwen at the following address. Please be sure to indicate your loan number on all correspondence to ensure prompt response to your inquiry.

Ocwen Loan Servicing, LLC
Attn: Customer Service Department
P.O. Box 24738
West Palm Beach, FL 33416-4738

Making Payments:

The date that Homeward will stop accepting payments is 2/28/2013. The date that Ocwen will start accepting payments from you is 03/01/2013. Please make all checks payable to Ocwen and send all payments due on or after 03/01/2013 to the following address. If you use a Bill Pay Service, you will also need to inform them of this new payment address.

For Western Union Quick Collect users, you can find the location nearest you by calling (800) 238-5772 or visiting www.westernunion.com and clicking "Find a Location". At the location, please pay to name "OCWEN" and provide the loan number.

PAYMENTS

Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

OVERNIGHT EXPRESS ADDRESS

Ocwen Loan Servicing, LLC
Attn: Cashiering
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

If you are currently enrolled in Homeward Residential's Automated Clearing House (ACH) or the Equity Accelerator Program and your monthly payments are automatically withdrawn from your bank account, the service will continue with Ocwen. Please note, the first draft at Ocwen may be delayed. For your convenience, we have included a temporary payment coupon at the end of this letter.

Ocwen NMLS#: 1852
Homeward Residential NMLS#: 3984

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NOTICE OF SERVICING TRANSFER (RESPA)

Page 2

Taxes and Insurance:

If you are currently responsible for payment of your real estate taxes and/or homeowners insurance, you will continue to be responsible for payment of these items after your account transfers to Ocwen. To ensure our records accurately reflect your insurance carrier and taxing authority, you may receive a letter of verification from Ocwen shortly after the transfer.

Additionally, it is important to contact your insurance agency to ensure that (i) Ocwen receives proof of hazard insurance (with flood and/or windstorm coverage, as applicable) on your property and (ii) Ocwen is named as the beneficiary in the Mortgagee Clause of your policy. If your mortgage payment includes escrow for taxes or insurance, please take the necessary steps to have all future bills forwarded to:

INSURANCE

Ocwen Loan Servicing, LLC
ISAOA
P.O. Box 6723
Springfield, OH 45501-6723
E-mail: updateinsurance@ocwen.com
Insurance Center: (866) 825-9265
Insurance Center Fax: (888) 882-1816

PROPERTY TAXES

Ocwen Loan Servicing, LLC
Attn: Tax Department
P.O. Box 24665
West Palm Beach, FL 33416-4665
Customer Care Center: (800) 746-2936

Year-end Interest Statement (IRS Form 1098):

By January 31 of each year, you will be mailed an Annual Tax and Interest Statement from each company that has serviced your loan during the prior year. Each statement will contain IRS reporting information for the time your loan was serviced by each company.

Optional Insurance:

The transfer of servicing rights may affect the terms of, or the continued availability of, mortgage life, disability insurance, or any other type of optional insurance. Not everyone has this type of insurance, but if you do, please be advised that it may not transfer to Ocwen Loan Servicing, LLC. However, to verify if Ocwen is able to offer any of these services, please call our Customer Care Center at (800) 746-2936 during the business hours indicated above or contact an independent insurance agent for alternate coverage options.

Except in limited circumstances, the law requires that your present Servicer send you this notice at least fifteen (15) days before the effective date of transfer. Your new Servicer must also send you this notice no later than fifteen (15) days after this effective date. In this case, all necessary information is combined in this one notice.

You are advised of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old Servicer before its due date may not be treated by the new loan Servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 USC 2605) gives your certain consumer rights. If you should need to send a "qualified written request" to your loan Servicer concerning the servicing of your loan, your Servicer must provide you with a written acknowledgement within five (5) business days of receipt of your request. A "qualified written request" is defined as a written correspondence, other than notice in a payment coupon or other payment medium supplied by the Servicer, which includes your name and loan number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to:

If to Homeward Residential, Inc.:

Homeward Residential, Inc.
Attn: Research Department
P.O. Box 630467
Irving, TX 75063-0467

If to Ocwen:

Ocwen Loan Servicing, LLC
Attn: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Not later than thirty (30) business days after receiving your request, your Servicer must make appropriate corrections to your account and provide you with a written clarification regarding any dispute, or in some circumstances, a notice of a fifteen (15) business day extension. During this period, your Servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the Servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

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NOTICE OF SERVICING TRANSFER (RESPA)

Page 3

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where Servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated. Please retain this information with your financing agreement documentation. We look forward to working with you and providing you with the highest quality customer care service.

IMPORTANT DISCLOSURES

Disclaimer Regarding Mandatory Arbitration Provisions: If your account documents require you to submit disputes regarding your account to arbitration for resolution, such requirement is waived and will not be enforced against you. Such waiver, however, does not affect any rights you may have to require arbitration of disputes regarding your account.

Credit Reporting: You are hereby notified that we may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may also be reflected on your credit report.

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

Properties in Colorado: For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/cab.htm. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Properties in Hawaii: Ocwen Loan Servicing, LLC is licensed by the Commissioner of Financial Institutions in Hawaii. Complaints about the servicer may be submitted to the Commissioner.

Properties in Maryland: The Maryland Consumer Protection Act require us to disclose that if Ocwen fails to give written notice of this transfer or fails to make timely payments of taxes or insurance premiums (assuming the borrower has paid an amount to cover these costs) and Ocwen has received the tax bill or notice, Ocwen may face liability for any economic damages incurred by the borrower.

Properties in Minnesota: Borrowers on loans secured by property in Minnesota can direct complaints and questions to the Ocwen Loan Servicing, LLC. Customer Care Department at 1-800-746-2936 between 8:00 a.m. and 9:00 p.m. ET, Monday through Friday, from 8:00 a.m. to 5:00 p.m. ET on Saturday, or from 9:00 a.m. to 9:00 p.m. ET on Sunday or in writing to: P.O. Box 24738, West Palm Beach, FL 33416-4738. Each written complaint or question will be responded to within 15 days.

Properties in New York: Ocwen Loan Servicing, LLC is registered with the Superintendent of the New York State Banking Department. The borrower may file complaints about Ocwen Loan Servicing, LLC with or obtain further information from the New York State Banking Department by calling the Department's Consumer Help Unit at 1-877-BANK-NYS or by visiting the Department's website at www.banking.state.ny.us.

Properties in North Carolina: Ocwen Loan Servicing, LLC is licensed by the North Carolina Commissioner of Banks (North Carolina Permit No. 3946) and complaints about Ocwen Loan Servicing, LLC may be submitted to the Commissioner.

Properties in Texas: The State of Texas requires us to inform you that a registrant shall provide to the borrower of each residential mortgage loan the following notice not later than the 30th day after the registrant commences servicing the loan: Complaints regarding the servicing of your mortgage should be sent to the Department of Savings and Mortgage Lending, 2601 N. Lamar, Suite 201, Austin, Texas 78705. Complaint Forms and Instructions may be downloaded and printed from the Department's website located at <http://www.sml.state.tx.us> or obtained from the Department upon request by mail at the address above, by telephone at its Toll-free Consumer Hotline at (877) 276-5550, by fax at (512) 475-1360, or by email at SMLInfo@SML.STATE.TX.US.

Ocwen Loan Servicing, LLC is a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Prior Servicer is a debt collector attempting to collect a debt and any information obtained will be used for that purpose. If you are not obligated on the debt or if the debt has been discharged in a bankruptcy proceeding, this is for informational purposes only and is not an attempt to assess or collect the debt from you personally.

Attention Service members and Dependents: The federal Service members Civil Relief Act and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances during and nine months after the service member's military or other service. Prior Servicer will not foreclose on the property of a service member or his or her dependent during that time, unless pursuant either to a court order or a service member's written waiver agreement.

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Ocwen Loan Servicing, LLC
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Welcome to Ocwen!
Important Information

Welcome to Ocwen Loan Servicing, LLC (Ocwen). We have attached frequently asked questions, as it is natural that you may have a few questions about this change and what it will mean. Please rest assured that we value your business and look forward to assisting you in the future as **HELPING HOMEOWNERS IS WHAT WE DO!™**

Frequently Asked Questions:

What if I made a payment to my Prior Servicer, but it has not posted yet?

Your Prior Servicer will forward your payment to us within 15 business days. It may take a few days for us to receive and apply the payments, but this will not negatively impact your account or your credit report. To check on the status of your account, you may go to www.ocwen.com.

How can I get information about my account?

You can access Ocwen's website and/or automated telephone system which will provide you with information regarding your account 24-hours a day. These systems have been designed to provide you with the most frequently requested services or information. They may include, but are not limited to, options to obtain payment histories, a payoff or reinstatement quote, status of your credit reporting, payment options, status of tax and insurance payments, financial hardship options and frequently asked questions (FAQ). Website: www.ocwen.com. Telephone Number: (800) 746-2936.

If my account is past due and I have not made a payment arrangement with Homeward Residential, how can I make payment arrangements or get assistance due to financial difficulties?

We offer a number of specialized programs designed to fit your unique financial situation. Please go to www.ocwen.com, click on Mortgage Customers and then log in with your User ID and Password. If you need to create a User ID and Password, select the New Customers icon. Once you log in, select the Financial Difficulties icon. This will allow you to download an application package.

If I cannot resolve my issue online, what number do I call and what are the hours?

Ocwen's toll free number is (800) 746-2936. In order to accommodate borrowers' busy schedules, we are open late at night and very early in the morning. Our hours are Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm, and Sunday 9:00 am to 9:00 pm, all Eastern Standard Time.

If my account is current, where do I send my payments?

Our payment processing address is:
Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

I am currently on a trial modification plan and still have payments remaining before it becomes a final/permanent modification. What do I do?

You should continue making monthly payments as required in the modification plan. Your Prior Servicer will be providing Ocwen the status of your modification. Please allow us 30 days to review and process your information. It is not necessary to call for a status prior to 30 days as the agent will not have any additional information to provide to you.

I am currently on a trial plan for my mortgage modification, and I have made all of my trial payments. When can I expect my final/permanent modification?

Your Prior Servicer will be providing Ocwen with the status of your modification. You should continue to make your payment each month. Our goal is to review your loan as soon as possible and provide your final modification agreement to you. Please allow up to 30 days from the date of the transfer for Ocwen to obtain and process your application documentation.

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I received a notice from my Prior Servicer that I was denied for the Making Home Affordable Program. I am still having financial difficulty; what can I do?

We may still be able to help you. We offer a number of specialized programs designed to fit your situation. Please go to www.ocwen.com for more information and download an application for assistance.

I received a notice from my Prior Servicer that they were missing documents for my modification but I have not sent them yet; do I send these documents to Ocwen now?

Yes, please send the documents to Ocwen via e-mail at mod@ocwen.com or fax the documents to (407) 737-6174. Your Prior Servicer will be providing Ocwen with the status of your modification (trial plan or initial application), copies of your initial application and information identifying the missing documentation. Please allow up to 30 days from the date you send the documentation for Ocwen to process your documentation.

I have a Short Sale or Deed-in-Lieu application pending with my Prior Servicer, do I have to resend all the documentation to Ocwen now and reapply?

Your Prior Servicer will be providing Ocwen with the status of your pending resolution. If you have a pending foreclosure sale date or closing scheduled in the next 60 days, to expedite processing, please resend the documentation by fax to (407) 737-5071. If you do not have a foreclosure sale or scheduled closing in the next 60 days, your Prior Servicer will be providing Ocwen the status of your pending resolution. Ocwen will be contacting you with a final approval or denial. Please allow Ocwen up to 30 days to process your Short Sale or Deed-in-Lieu application.

I received approval from my Prior Servicer for a Short Sale or Deed-in-Lieu; will this approval be honored by Ocwen?

Yes, it will be honored as long as you meet the original requirements or contingencies for approval provided by your Prior Servicer. With respect to Short Sales, please note that the original expiration date of your Prior Servicer's approval (the "good through" date) still applies and if it has expired, the approval is no longer valid. Your Prior Servicer will be providing these approval requirements to Ocwen.

I received approval from my Prior Servicer for a Short Sale or Deed-in-Lieu, but the approval is going to expire shortly (or just expired) and my closing is after this day. What do I do?

You should fax your original approval documents and an updated net sheet or HUD1 with the new projected closing date to (407) 737-5071. With respect to Short Sales, please note the original expiration date of your Prior Servicer's approval (the "good through" date) still applies. Please note, if there is a Foreclosure Sale scheduled on your account, we will not postpone the foreclosure sale.

Please Detach below and include with your monthly payment.

00000529347 4444444881 000007140102349 50 000513846



Payment Coupon

NEVA STEFFENS

Account Number: [REDACTED]

☐ Check box if your contact information has changed, update on the back

Note: If your loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal. If this payment is made via automatic drafting, this statement is for informational purposes only.

AMOUNT DUE \$ []
Additional Principal: \$ []
Additional Escrow: \$ []
Other: (Please Specify) \$ []
Total Enclosed: \$ []

OCWEN
PO BOX 6440
CAROL STREAM IL 60197-6440

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NEVA STEFFENS
6 Azalea Court
Greenville, South Carolina 29615
(864) 241-8602
Burmese8@yahoo.com

March 11, 2013

Via Certified Mail
Receipt No.: 7012 1010 0001 9446 9233
And Facsimile 843-720-4369

Elizabeth Scott Moïse, Esq.
Nelson Mullins Riley & Scarborough
151 Meeting Street / Sixth Floor
Post Office Box 1806 (29402-1806)
Charleston, SC 29401-2239

Re: Steffens v. ABC 2011-CP-23-0879 Consolidated with
Deutsche Bank National Trust v. Steffens 2011-CP-23-3284
Notice of Servicing Transfer (RESPA)
Homeward Loan No.: [REDACTED]
Ocwen Loan No.: [REDACTED]

Dear Scott:

I have received an Account Statement from Ocwen in the amount of \$364.19, which is not correct. My mortgage payment is \$513.84. Ocwen indicates that the next payment may be higher, "may be" the operating words. I need a correct statement from Ocwen before March 25, 2013.

The letter from Homeward Residential states:

"Effective 03/01/2013, Homeward Residential, Inc.(Homeward Residential) will transfer the servicing of your account to Ocwen Loan Servicing, LLC (Ocwen). The transfer of the servicing of your account does not affect any term or condition of your financing agreement, other than terms directly related to the servicing of your account."

Under the paragraph "Making Payments":

The date that Homeward will stop accepting payments is 2/28/2013. The date that Ocwen will start accepting payments from you is 03/01/2013. Please make all

checks payable to Ocwen and send all payments due on or after 03/01/2013 to the following address.

Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

As we all know, making payments for the wrong amount can lead to major problems. I received the Ocwen statement today, Monday, March 11, 2013. I require the correct Ocwen Statement BEFORE March 25, 2013, in order to make sure that the payment gets to Ocwen on time. Also, there is a charge of \$55 on the Ocwen account statement for prior servicing fees which is not appropriate either. I reserve my rights to dispute any additional amounts stated on the letter dated March 4, 2013 attached.

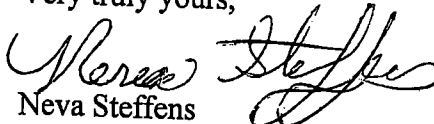
Also, on another subject, to date, I have still not received the letter of verification. Per the Settlement Agreement dated April 11, 2012 and the specific terms set forth in the Settlement Agreement, no addition or change to that number (\$513.84 per month) will be made. My taxes and insurance are escrowed into my monthly mortgage payment of \$513.84 heretofore and should continue to do so. I have received notice from State Farm but not from Ocwen regarding property taxes and escrow with the incorrect mortgagee indicated.

I have checked the MERS system and at this date, no transfer of my loan from Homeward Residential to Ocwen Loan Servicing LLC has occurred in their records.

The alleged Note appears to have been sold again as it reflects a new loan number. I also see that Ocwen Loan Servicing represents itself as a debt collector in its Notice of Servicing Transfer letter.

I assume I will be receiving the letter verifying the escrow of my taxes and insurance per my Settlement Agreement.

Very truly yours,


Neva Steffens

Cc: Ocwen Loan Servicing, LLC
Henry Mashburn, State Farm Insurance
Homeward Residential

Enclosures
Ocwen Account Statement
Letter dated March 4, 2013 from Ocwen
Annual Escrow Account Disclosure Statement

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WWW.OCWEN.COM

March 4, 2013

Neva Steffens
6 Azalea Ct
Greenville, SC 29615

Loan Number: [REDACTED]
Property Address: 6 Azalea Ct, Greenville, SC 29615

Dear Borrower(s):

Ocwen Loan Servicing, LLC ("Ocwen") is the servicer of the above-referenced loan (hereinafter referred to as "the Debt") for ("Creditor") GSAA 2006-10.

As of March 4, 2013, our records reflect that the current unpaid debt is:

Principal	\$71,321.65
Interest	\$ 0.00
Late Charges	\$ 0.00
Collection Costs	\$ 55.00
Escrow Advances	\$ 0.00
Suspense Balance	\$ 0.00
NSF Fees	\$ 0.00
Securitized Interest Balance	\$ 0.00
Deferred Interest Balance	\$60,000.00
Total Due	\$71,376.65

Please be advised that accrued interest, fees, corporate and escrow advances, and other charges (including prepayment charges if applicable) may be assessed to your account during the period prior to receipt of your payment. Therefore, the total amount due on the day your payment is received by Ocwen may have increased. This letter is in no way intended as a payoff statement for your mortgage. It merely states the amount of the debt as of the date of this letter. In the event you wish to payoff your debt please contact us at (800) 746-2936 to request a payoff statement. Ocwen prefers that all payments be made in certified funds, cashier's check or money order(s) payable to Ocwen Loan Servicing, LLC. Please always include the "Loan Number" with your payment.

Unless, within thirty (30) days after receipt of this notice, you dispute the validity of this debt or any portion thereof, we will assume the debt to be valid. If, within thirty (30) days of your receipt of this notice, you notify us in writing that the debt, or any portion thereof, is disputed, we will:

1. Obtain verification of the debt or, if the debt is founded upon a judgment, we will mail to you a copy of such verification or judgment.
2. If the original creditor is different from the creditor named above, then upon your written request within thirty (30) days of the receipt of this notice we will provide you with the name and address of the original creditor.

If you are experiencing a financial hardship, please contact our Customer Care Center immediately. Our Customer Care Coordinators can assist you or help you set up an appointment with an Ocwen Relationship Manager to discuss mortgage assistance options and explore options to avoid foreclosure. If you have been previously denied a modification, short sale or other resolution by your prior servicer, we may still be able to help you.

For your convenience, you can set up an appointment with a Relationship Manager at any time. To set up an appointment with a Relationship Manager, simply call our Customer Care Center at (800) 746-2936, Monday to Thursday 24 hours a day, Friday 12:00 am to 11:00 pm ET, Saturday 8:00 am to 4:00 pm ET or Sunday 3:00 pm to Midnight ET. Once a Relationship Manager is assigned to you, she/he will be responsible for monitoring your account, making sure that we have all of your critical information and carefully reviewing your situation.

Yours truly,

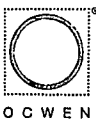
Customer Care Center
Toll Free Phone: 1 (800) 746-2936

NMLS # 1852

CORRESPONDENCE ADDRESS:

Ocwen Loan Servicing, LLC
ATTN: Customer Care Center
P.O. Box 24738
West Palm Beach, FL 33416-4738

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Item	When Charged	Item	When Charged
Late Fee	If your payment is not received before the grace period expires, as stated in your loan documents.	Returned Check Fee	If your bank returns a check unpaid for any reason (such as insufficient funds in the account-NSF, payment has been spotted, not properly endorsed, incorrect information, etc.).
Bankruptcy Fees and/or Costs	If your loan is involved in bankruptcy proceedings, these fees will be charged once the loan is referred to a law firm to represent Ocwen and/or the owner of your loan in regards to the bankruptcy.	Broker's Price Opinion	If you become delinquent on your loan, this fee may be charged for determining the value and condition of the property, using a certified Real Estate Agent.
Assumption Cost	If your loan is assumed by a third-party (for example, if you transfer your property), this cost may be charged for the underwriting, preparation and processing of necessary documents and attorney fees.	Prepayment Penalty Fee	You may have taken out a loan with a prepayment penalty. This is an amount that is charged if you pay off your loan early by refinancing or selling your property or if payments of principal are made before they are due.
Subordination Fee	If you agree to a resolution that requires the position of the lien securing the loan to be subordinated (ie, lowered) in relation to another lien, this fee may be charged for preparation and processing of necessary documents to be filed.	Partial Release Fee	If you or a third party requests a release of a portion of the property from the lien, this fee may be charged for preparing and recording the partial release.
Satisfaction Fee	If you pay off your loan, this fee may be charged to cover the expense of recording the release / satisfaction of the loan as determined by the applicable county / town.	Certified Mail Fee	If you become delinquent on your loan, this fee may be charged to send you notices via Certified Mail.
Property Inspection Fee	If you become delinquent on your loan, this fee may be charged for an inspection of the property to make sure that it is still in good condition.	Foreclosure Attorney Fee	If you become delinquent on your loan and foreclosure is required, this fee may be charged for services rendered by legal counsel who handle the foreclosure case. Ocwen utilizes recognized industry guidelines, such as those developed by Fannie Mae and Freddie Mac, to assist in establishing acceptable limitations for attorney fees.
Foreclosure Costs	If you become delinquent on your loan and foreclosure is required, these fees and costs may be charged for expenses and court costs incurred by Ocwen to complete the legal requirements associated with a foreclosure action.		

OCW031

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This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS #: 1852



RETURN SERVICE ONLY
Please do not mail payment to this address
P.O. Box 619063
Dallas, TX 75261-9063



8-764-80621-0100558-021-1-000-000-000

Statement Date:

03/05/2013

Loan Number:



NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

As you know, we are required to maintain an escrow account which is used to pay your real estate taxes and/or insurance premiums. This account must be analyzed annually to determine whether enough funds are being collected monthly, and whether the account has a shortage or surplus based on the anticipated activity. The statement is the result of loan payoff, assumption, or transfer.

ACCOUNT HISTORY

The following statement of activity in your escrow account from 06/2012 through 04/2013 displays actual activity as it occurred in your escrow account during that period. If you received Account Projections with a prior analysis, they are included again here for comparison.

Over this period, an additional \$0.00 was deposited into your escrow account for interest on escrow.

Month	Payments		Disbursements		Description	Projected Escrow	Actual Escrow
	Projected	Actual	Projected	Actual		Account Balance	Account Balance
					Beginning Balance	699.85	890.17
06/12	190.32	190.32 *	73.68		PMI	816.49	1,080.49
06/12		*		73.68	PMI	816.49	1,006.81
07/12	190.32	190.32 *	73.68		PMI	933.13	1,197.13
07/12		*		63.91	PMI	933.13	1,133.22
08/12	190.32	190.32 *	73.68		PMI	1,049.77	1,323.54
08/12		*		63.91	PMI	1,049.77	1,259.63
09/12	190.32	*	73.68		PMI	1,166.41	1,259.63
09/12		*		63.91	PMI	1,166.41	1,195.72
10/12	190.32	380.64 *	73.68		PMI	1,283.05	1,576.36
10/12		*		63.91	PMI	1,283.05	1,512.45
11/12	190.32	190.32 *	73.68		PMI	1,399.69	1,702.77
11/12		*		63.91	PMI	1,399.69	1,638.86
12/12	190.32	190.32 *	73.68		PMI	1,516.33	1,829.18
12/12		*	875.69	877.76	COUNTY TAX	640.64	951.42
12/12		*		63.91	PMI	640.64	887.51
01/13	190.32	190.32 *	73.68		PMI	757.28	1,077.83
01/13		*	524.00	570.00	HAZARD INS.	233.28 <	507.83
01/13		*		63.91	PMI	233.28	443.92 <
02/13	190.32	190.32 *	73.68		PMI	349.92	634.24
02/13		*		63.91	PMI	349.92	570.33
03/13	190.32	*	73.68		PMI	466.56	570.33
03/13		*		570.33	TRANSFER BAL	466.56	0.00
04/13	190.32	*	73.68		PMI	583.20	0.00

An asterisk (*) beside an amount indicates a difference from projected activity either in the amount or the date.

Homeward Residential, Inc. is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, in the event the debt has been discharged pursuant to or the addressee or recipient is under the protection of federal bankruptcy law, this communication is solely for informational purposes and is not an attempt to collect a debt.

Should you have any questions about this Escrow Analysis, please call our Customer Care Department toll-free at (877)304-3100.

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

2. Scott Moise, Esq.
Nelson Mullins
151 Meeting St., 6th Fl.
P.O. Box 1806 (29402-1806)
Charleston, SC 29401-2239

2. Article Number

(Transfer from service label)

7012 1010 0001 9446 9223

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*☐ Agent☒ Addressee

B. Received by (Printed Name)

ERIC S. GOURA JR

C. Date of Delivery

3/15/13

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

CHARLESTON, SC 29401

OFFICIAL USE

Postage	\$	\$0.66	0276
Certified Fee		\$3.14	
Return Receipt Fee (Endorsement Required)		\$2.55	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$6.31	

Sent To

Scott Moise, Esq. Nelson, Mullins

Street, Apt. No.:

or P.O. Box No.

City/State, ZIP+4

151 Meeting St. 6th Fl.

Charleston, SC 29401-2239

PS Form 3800, August 2005

See Reverse for Instructions

9223 9446 1000 0101 2012

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NEVA STEFFENS
6 Azalea Court
Greenville, South Carolina 29615
(864) 241-8602
Burmese8@yahoo.com

March 8, 2013

Via Certified Mail
Receipt No.: 7010 2780 0002 2757 3102

Elizabeth Scott Moïse, Esq.
Nelson Mullins Riley & Scarborough
151 Meeting Street / Sixth Floor
Post Office Box 1806 (29402-1806)
Charleston, SC 29401-2239

Re: Steffens v. ABC 2011-CP-23-0879 Consolidated with
Deutsche Bank National Trust v. Steffens 2011-CP-23-3284
Notice of Servicing Transfer (RESPA)
Homeward Loan No.: 005090652
Ocwen Loan No.: 7148102513

Dear Scott:

I have received a Monthly Billing Statement from Homeward Residential for payment of my mortgage...

The letter from Homeward Residential states:

"Effective 03/01/2013, Homeward Residential, Inc.(Homeward Residential) will transfer the servicing of your account to Ocwen Loan Servicing, LLC (Ocwen). The transfer of the servicing of your account does not affect any term or condition of your financing agreement, other than terms directly related to the servicing of your account."

Under the paragraph "Making Payments":

The date that Homeward will stop accepting payments is 2/28/2013. The date that Ocwen will start accepting payments from you is 03/01/2013. Please make all checks payable to Ocwen and send all payments due on or after 03/01/2013 to the following address.

Ocwen Loan Servicing, LLC

P.O. Box 6440
Carol Stream, IL 60197-6440

As we all know, making payments to the incorrect entity could lead to devastating consequences. I have not received a statement from Ocwen as of today, March 8, 2013. I require the Ocwen Statement BEFORE March 25, 2013, in order to make sure that the payment gets to Ocwen on time.

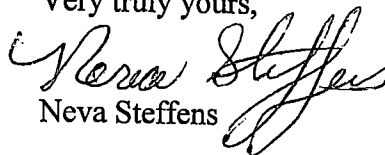
Also, on another subject, to date, I have still not received the letter of verification. Per the Settlement Agreement dated April 11, 2012 and the specific terms set forth in the Settlement Agreement, no addition or change to that number (\$513.84 per month) will be made. My taxes and insurance are escrowed into my monthly mortgage payment of \$513.84 heretofore and should continue to do so. I have received notice from State Farm but not from Ocwen regarding property taxes and escrow with the incorrect mortgagee indicated.

I have checked the MERS system and at this date, no transfer of my loan from Homeward Residential to Ocwen Loan Servicing LLC has occurred in their records.

The alleged Note appears to have been sold again as it reflects a new loan number. I also see that Ocwen Loan Servicing represents itself as a debt collector in its Notice of Servicing Transfer letter.

I assume I will be receiving the letter verifying the escrow of my taxes and insurance per my Settlement Agreement.

Very truly yours,


Neva Steffens

Cc: Ocwen Loan Servicing, LLC
Henry Mashburn, State Farm Insurance
Homeward Residential

Enclosures
Letter from Homeward Residential 2/13/13
Declarations page State Farm 6 Azalea Court
w/Homeward Residential as the mortgagee
Statement from Homeward Residential 04/01/13

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Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000242-0001123377-8 Note Date: 01/20/2006

MIN Status: Active

Servicer: Homeward Residential, Inc.
Coppell, TX

Phone: (469) 645-3000

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more Information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

Copyright© 2012 by MERSCORP Holdings, Inc.

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RETURN SERVICE ONLY
Please do mail payments to this address
P.O. Box 619063
Dallas, TX 75261-9063



6-764-80362-0003410-001-1-000-100-000-000
NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CT Monday through Friday
7:00am - 4:00pm CT Saturday
Web site: www.gohomeward.com

MONTHLY BILLING STATEMENT

Property Address

6 AZALEA CT
GREENVILLE SC 29615

Statement Date:

02/25/2013

Payment Due Date:

04/01/2013

Loan Number:

ACCOUNT DETAILS

AMOUNT

Total Principal Balance	\$131,321.65
Minus *Deferred Principal Balance	\$60,000.00
**Current Principal Balance	\$71,321.65
Escrow Balance	\$570.33
Unpaid Late Charges	\$0.00
Interest Rate	2.000%
Payment Elements	
Principal & Interest	\$323.52
Escrow	\$190.32
Optional Products	\$0.00
Other	\$0.00
Total Payment	\$513.84
Year To Date	
Interest	\$238.76
Taxes	\$0.00

IMPORTANT MESSAGES

*Deferred, non-interest bearing principal amount due at payoff but not included in monthly payment calculation.

**Interest bearing portion of the principal balance upon which monthly payment amount is calculated.

Homeward Residential, Inc. has recently enhanced our self service payment options. Now you can make your payment on our website at www.gohomeward.com without a fee up to the 5th day of the month. Our secure website is available for your convenience 24 hours a day. It's easy and even better it's free!

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
02/14/13	MORTGAGE INSUR	\$0.00	\$0.00	-\$63.91	\$0.00	\$0.00	-\$63.91
02/25/13	PAYMENT	\$204.31	\$119.21	\$190.32	\$0.00	\$0.00	\$513.84

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SPECIAL MESSAGES

If you are having trouble making your mortgage payment, please contact Homeward Residential for a possible solution. You can also seek assistance through your state housing agency:

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, SC 29210

Telephone: (855) 435-7472 Website: <http://www.scmortgagehelp.com>

If you would like to speak to a HUD approved counselor, you may contact the U.S. Department of Housing and Urban Development at (800) 569-4287 or online at www.hud.gov for a list of approved housing counseling agencies in your area.



☐ To change address and/or phone number, check here and complete back of form

Please detach the mortgage payment coupon at perforation above and return with payment

Payments received before 5:00 p.m. CT at the address listed below will be credited to your account as of the date of receipt. Funds received after 5:00 p.m. CT will be credited to your account on the next business day.

NEVA STEFFENS

Loan Number	04/01/2013
Payment Due Date	\$513.84
Current Payment	\$0.00
Past Due Payment(s)	\$0.00
Unpaid Late Charges	\$0.00
Other Charges	\$0.00
Optional products	\$0.00
Total Amount Due	\$513.84
After 04/16/13 Add Late Charge Of	\$15.50
Total Payment After 04/16/13	\$529.34

HOMEWARD RESIDENTIAL, INC.
PO BOX 660029
DALLAS, TX 75266-0029



Additional Principal	\$	_____
Additional Escrow	\$	_____
Other	\$	_____
Total Amount Paid	\$	_____

003090692904011300000000051384 00051384 00000 3

SENDER: C

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Scott Maise, Esq.
Nelson, Mullins, Nig
151 Meeting St. / 6th Fl.
P.O. Box 1806 (29402-1806)
Charleston, SC 29401-2237

A. Signature

X

Crick

☐ Agent☒ Addressee

B. Received by (Printed Name)

Aida Ygas

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7010 2780 0002 2757 3102

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	51.00
Certified Fee		2.10
Return Receipt Fee (Endorsement Required)		2.10
Restricted Delivery Fee (Endorsement Required)		2.10
Total Postage & Fees	\$	57.30

Postmark
Here

Sent To

Mr. Scott Maise, Nelson, Mullins

Street, Apt. No.,

or PO Box No.

City, State, ZIP+4

Charleston, SC 29401-2237

PS Form 3800, August 2006

See reverse for instructions

NEVA STEFFENS
6 Azalea Court
Greenville, South Carolina 29615
(864) 241-8602
Burmese8@yahoo.com

February 17, 2013

Ocwen Loan Servicing, LLC
Attn: Customer Service Department
P. O. Box 24738
West Palm Beach, FL 33416-4738

Mr. Henry Mashburn
State Farm
415 N Pleasantburg Drive
Greenville, SC 29607

Re: Notice of Servicing Transfer (RESPA)
Homeward Loan No.: [REDACTED]
Ocwen Loan No.: [REDACTED]

To Whom It May Concern:

I received Saturday, February 17, 2013 the attached letter from Homeward Residential of Dallas, Texas a Notice of Servicing Transfer (RESPA) and Welcome To Ocwen Loan Servicing, LLC as well as the Declarations page from my State Farm Renewal Certificate. I will be paying my monthly payment to Homeward Residential for the March mortgage payment and Ocwen Loan Servicing, LLC thereafter.

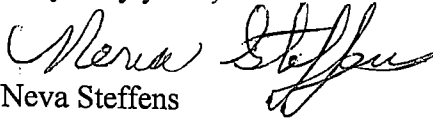
The letter from Homeward Residential states:

"Taxes and Insurance: If you are currently responsible for payment of your real estate taxes and/or homeowners insurance, you will continue to be responsible for payment of these items after your account transfers to Ocwen. To ensure our records accurately reflect your insurance carrier and taxing authority, you may receive a letter of verification from Ocwen shortly after the transfer."

1/0

To date, I have not received this letter of verification. My taxes and insurance have been included in my monthly payment of \$513.84 heretofore and should continue to do so.

Very truly yours,


Neva Steffens

Encs.

Cc: Elizabeth Scott Moise, Esq.

Ocwen Loan Servicing, LLC
ISAOA
P.O. Box 6723
Springfield, OH 45501-6723

Ocwen Loan Servicing LLC
Attn: Tax Department
P.O. Box 24665
West Palm Beach, FL 33416-4665

111



PO B 9063
Dallas, TX 75261-9063

Ocwen Loan Servicing, LLC
HELPING HOMEOWNERS IS WHAT WE DO!™
WWW.OCWEN.COM



February 13, 2013

2-764-79784-0033314-007-01-001-000-000-000

NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

OCWEN LOAN #: [REDACTED]
HOMEWARD LOAN #: [REDACTED]
PROPERTY ADDRESS: 6 AZALEA CT
GREENVILLE SC 29615

**NOTICE OF SERVICING TRANSFER (RESPA) and
WELCOME TO OCWEN LOAN SERVICING, LLC**

Dear Borrower(s):

Effective 03/01/2013, Homeward Residential, Inc. (Homeward Residential) will transfer the servicing of your account to Ocwen Loan Servicing, LLC (Ocwen). The transfer of the servicing of your account does not affect any term or condition of your financing agreement, other than terms directly related to the servicing of your account. Your loan number will change, and the new loan number is noted above.

Should you have questions relating to the transfer of servicing or need information regarding your account prior to 03/01/2013, please contact Homeward Residential's Customer Care Department at (877) 304-3100.

New Servicing Contact Information:

As of 03/01/2013, Ocwen's Customer Care Center will assist you with questions regarding the transfer of servicing or any other questions relating to your account. You may reach Ocwen's Customer Care Center at (800) 746-2936 Monday through Friday 8:00 am ET to 9:00 pm ET, Saturday 8:00 am ET to 5:00 pm ET or Sunday 9:00 am ET to 9:00 pm ET. Information concerning Ocwen and your mortgage loan may also be found online at www.ocwen.com. You can also obtain information using Ocwen's Automated Telephone System or by speaking with a Customer Care Center Representative. Please be sure to have your loan number available when you call.

As of 03/01/2013, all written inquiries should be sent to Ocwen at the following address. Please be sure to indicate your loan number on all correspondence to ensure prompt response to your inquiry.

Ocwen Loan Servicing, LLC
Attn: Customer Service Department
P.O. Box 24738
West Palm Beach, FL 33416-4738

Making Payments:

The date that Homeward will stop accepting payments is 2/28/2013. The date that Ocwen will start accepting payments from you is 03/01/2013. Please make all checks payable to Ocwen and send all payments due on or after 03/01/2013 to the following address. If you use a Bill Pay Service, you will also need to inform them of this new payment address.

For Western Union Quick Collect users, you can find the location nearest you by calling (800) 238-5772 or visiting www.westernunion.com and clicking "Find a Location". At the location, please pay to name "OCWEN" and provide the loan number.

PAYMENTS

Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

OVERNIGHT EXPRESS ADDRESS

Ocwen Loan Servicing, LLC
Attn: Cashiering
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

If you are currently enrolled in Homeward Residential's Automated Clearing House (ACH) or the Equity Accelerator Program and your monthly payments are automatically withdrawn from your bank account, the service will continue with Ocwen. Please note, the first draft at Ocwen may be delayed. For your convenience, we have included a temporary payment coupon at the end of this letter.

Ocwen NMLS#: 1852
Homeward Residential NMLS#: 3984

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NOTICE OF SERVICING TRANSFER (RESPA)

Page 2

Taxes and Insurance:

If you are currently responsible for payment of your real estate taxes and/or homeowners insurance, you will continue to be responsible for payment of these items after your account transfers to Ocwen. To ensure our records accurately reflect your insurance carrier and taxing authority, you may receive a letter of verification from Ocwen shortly after the transfer.

Additionally, it is important to contact your insurance agency to ensure that (i) Ocwen receives proof of hazard insurance (with flood and/or windstorm coverage, as applicable) on your property and (ii) Ocwen is named as the beneficiary in the Mortgagee Clause of your policy. If your mortgage payment includes escrow for taxes or insurance, please take the necessary steps to have all future bills forwarded to:

INSURANCE

Ocwen Loan Servicing, LLC
ISAOA
P.O. Box 6723
Springfield, OH 45501-6723
E-mail: updateinsurance@ocwen.com
Insurance Center: (866) 825-9265
Insurance Center Fax: (888) 882-1816

PROPERTY TAXES

Ocwen Loan Servicing, LLC
Attn: Tax Department
P.O. Box 24665
West Palm Beach, FL 33416-4665
Customer Care Center: (800) 746-2936

Year-end Interest Statement (IRS Form 1098):

By January 31 of each year, you will be mailed an Annual Tax and Interest Statement from each company that has serviced your loan during the prior year. Each statement will contain IRS reporting information for the time your loan was serviced by each company.

Optional Insurance:

The transfer of servicing rights may affect the terms of, or the continued availability of, mortgage life, disability insurance, or any other type of optional insurance. Not everyone has this type of insurance, but if you do, please be advised that it may not transfer to Ocwen Loan Servicing, LLC. However, to verify if Ocwen is able to offer any of these services, please call our Customer Care Center at (800) 746-2936 during the business hours indicated above or contact an independent insurance agent for alternate coverage options.

Except in limited circumstances, the law requires that your present Servicer send you this notice at least fifteen (15) days before the effective date of transfer. Your new Servicer must also send you this notice no later than fifteen (15) days after this effective date. In this case, all necessary information is combined in this one notice.

You are advised of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old Servicer before its due date may not be treated by the new loan Servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 USC 2605) gives your certain consumer rights. If you should need to send a "qualified written request" to your loan Servicer concerning the servicing of your loan, your Servicer must provide you with a written acknowledgement within five (5) business days of receipt of your request. A "qualified written request" is defined as a written correspondence, other than notice in a payment coupon or other payment medium supplied by the Servicer, which includes your name and loan number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to:

If to Homeward Residential, Inc.:
Homeward Residential, Inc.
Attn: Research Department
P.O. Box 630467
Irving, TX 75063-0467

If to Ocwen:
Ocwen Loan Servicing, LLC
Attn: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Not later than thirty (30) business days after receiving your request, your Servicer must make appropriate corrections to your account and provide you with a written clarification regarding any dispute, or in some circumstances, a notice of a fifteen (15) business day extension. During this period, your Servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the Servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.



NOTICE OF SERVICING TRANSFER (RESPA)

Page 3

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where Servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated. Please retain this information with your financing agreement documentation. We look forward to working with you and providing you with the highest quality customer care service.

IMPORTANT DISCLOSURES

Disclaimer Regarding Mandatory Arbitration Provisions: If your account documents require you to submit disputes regarding your account to arbitration for resolution, such requirement is waived and will not be enforced against you. Such waiver, however, does not affect any rights you may have to require arbitration of disputes regarding your account.

Credit Reporting: You are hereby notified that we may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may also be reflected on your credit report.

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

Properties in Colorado: For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/cab.htm. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Properties in Hawaii: Ocwen Loan Servicing, LLC is licensed by the Commissioner of Financial Institutions in Hawaii. Complaints about the servicer may be submitted to the Commissioner.

Properties in Maryland: The Maryland Consumer Protection Act requires us to disclose that if Ocwen fails to give written notice of this transfer or fails to make timely payments of taxes or insurance premiums (assuming the borrower has paid an amount to cover these costs) and Ocwen has received the tax bill or notice, Ocwen may face liability for any economic damages incurred by the borrower.

Properties in Minnesota: Borrowers on loans secured by property in Minnesota can direct complaints and questions to the Ocwen Loan Servicing, LLC Customer Care Department at 1-800-746-2936 between 8:00 a.m. and 9:00 p.m. ET, Monday through Friday, from 8:00 a.m. to 5:00 p.m. ET on Saturday, or from 9:00 a.m. to 9:00 p.m. ET on Sunday or in writing to: P.O. Box 24738, West Palm Beach, FL 33416-4738. Each written complaint or question will be responded to within 15 days.

Properties in New York: Ocwen Loan Servicing, LLC is registered with the Superintendent of the New York State Banking Department. The borrower may file complaints about Ocwen Loan Servicing, LLC with or obtain further information from the New York State Banking Department by calling the Department's Consumer Help Unit at 1-877-BANK-NYS or by visiting the Department's website at www.banking.state.ny.us.

Properties in North Carolina: Ocwen Loan Servicing, LLC is licensed by the North Carolina Commissioner of Banks (North Carolina Permit No. 3946) and complaints about Ocwen Loan Servicing, LLC may be submitted to the Commissioner.

Properties in Texas: The State of Texas requires us to inform you that a registrant shall provide to the borrower of each residential mortgage loan the following notice not later than the 30th day after the registrant commences servicing the loan: Complaints regarding the servicing of your mortgage should be sent to the Department of Savings and Mortgage Lending, 2601 N. Lamar, Suite 201, Austin, Texas 78705. Complaint Forms and Instructions may be downloaded and printed from the Department's website located at <http://www.sml.state.tx.us> or obtained from the Department upon request by mail at the address above, by telephone at its Toll-free Consumer Hotline at (877) 276-5550, by fax at (512) 475-1360, or by email at SMLinfo@SML.STATE.TX.US.

Ocwen Loan Servicing, LLC is a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Prior Servicer is a debt collector attempting to collect a debt and any information obtained will be used for that purpose. If you are not obligated on the debt or if the debt has been discharged in a bankruptcy proceeding, this is for informational purposes only and is not an attempt to assess or collect the debt from you personally.

Attention Service members and Dependents: The federal Service members Civil Relief Act and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances during and nine months after the service member's military or other service. Prior Servicer will not foreclose on the property of a service member or his or her dependent during that time, unless pursuant either to a court order or a service member's written waiver agreement.

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Welcome to Ocwen! Important Information

Welcome to Ocwen Loan Servicing, LLC (Ocwen). We have attached frequently asked questions, as it is natural that you may have a few questions about this change and what it will mean. Please rest assured that we value your business and look forward to assisting you in the future as **HELPING HOMEOWNERS. AS IS WHAT WE DO!™**

Frequently Asked Questions:

What if I made a payment to my Prior Servicer, but it has not posted yet?

Your Prior Servicer will forward your payment to us within 15 business days. It may take a few days for us to receive and apply the payments, but this will not negatively impact your account or your credit report. To check on the status of your account, you may go to www.ocwen.com.

How can I get information about my account?

You can access Ocwen's website and/or automated telephone system which will provide you with information regarding your account 24-hours a day. These systems have been designed to provide you with the most frequently requested services or information. They may include, but are not limited to, options to obtain payment histories, a payoff or reinstatement quote, status of your credit reporting, payment options, status of tax and insurance payments, financial hardship options and frequently asked questions (FAQ). Website: www.ocwen.com, Telephone Number: (800) 746-2936.

If my account is past due and I have not made a payment arrangement with Homeward Residential, how can I make payment arrangements or get assistance due to financial difficulties?

We offer a number of specialized programs designed to fit your unique financial situation. Please go to www.ocwen.com, click on Mortgage Customers and then log in with your User ID and Password. If you need to create a User ID and Password, select the New Customers icon. Once you log in, select the Financial Difficulties icon. This will allow you to download an application package.

If I cannot resolve my issue online, what number do I call and what are the hours?

Ocwen's toll free number is (800) 746-2936. In order to accommodate borrowers' busy schedules, we are open late at night and very early in the morning. Our hours are Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm, and Sunday 9:00 am to 9:00 pm, all Eastern Standard Time.

If my account is current, where do I send my payments?

Our payment processing address is:
Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

I am currently on a trial modification plan and still have payments remaining before it becomes a final/permanent modification. What do I do?

You should continue making monthly payments as required in the modification plan. Your Prior Servicer will be providing Ocwen the status of your modification. Please allow us 30 days to review and process your information. It is not necessary to call for a status prior to 30 days as the agent will not have any additional information to provide to you.

I am currently on a trial plan for my mortgage modification, and I have made all of my trial payments. When can I expect my final/permanent modification?

Your Prior Servicer will be providing Ocwen with the status of your modification. You should continue to make your payment each month. Our goal is to review your loan as soon as possible and provide your final modification agreement to you. Please allow up to 30 days from the date of the transfer for Ocwen to obtain and process your application documentation.



I received a notice from my Prior Servicer that I was denied for the Making Home Affordable Program. I am still having financial difficulty; what can I do?

We may still be able to help you. We offer a number of specialized programs designed to fit your situation. Please go to www.ocwen.com for more information and download an application for assistance.

I received a notice from my Prior Servicer that they were missing documents for my modification but I have not sent them yet; do I send these documents to Ocwen now?

Yes, please send the documents to Ocwen via e-mail at mod@ocwen.com or fax the documents to (407) 737-6174. Your Prior Servicer will be providing Ocwen with the status of your modification (trial plan or initial application), copies of your initial application and information identifying the missing documentation. Please allow up to 30 days from the date you send the documentation for Ocwen to process your documentation.

I have a Short Sale or Deed-in-Lieu application pending with my Prior Servicer, do I have to resend all the documentation to Ocwen now and reapply?

Your Prior Servicer will be providing Ocwen with the status of your pending resolution. If you have a pending foreclosure sale date or closing scheduled in the next 60 days, to expedite processing, please resend the documentation by fax to (407) 737-5071. If you do not have a foreclosure sale or scheduled closing in the next 60 days, your Prior Servicer will be providing Ocwen the status of your pending resolution. Ocwen will be contacting you with a final approval or denial. Please allow Ocwen up to 30 days to process your Short Sale or Deed-in-Lieu application.

I received approval from my Prior Servicer for a Short Sale or Deed-in-Lieu; will this approval be honored by Ocwen?

Yes, it will be honored as long as you meet the original requirements or contingencies for approval provided by your Prior Servicer. With respect to Short Sales, please note that the original expiration date of your Prior Servicer's approval (the "good through" date) still applies and if it has expired, the approval is no longer valid. Your Prior Servicer will be providing these approval requirements to Ocwen.

I received approval from my Prior Servicer for a Short Sale or Deed-in-Lieu, but the approval is going to expire shortly (or just expired) and my closing is after this day. What do I do?

You should fax your original approval documents and an updated net sheet or HUD1 with the new projected closing date to (407) 737-5071. With respect to Short Sales, please note the original expiration date of your Prior Servicer's approval (the "good through" date) still applies. Please note, if there is a Foreclosure Sale scheduled on your account, we will not postpone the foreclosure sale.

Please Detach below and include with your monthly payment.

00000529347 4444444881 000007140102349 50 000513846

NEVA STEFFENS

Account Number: [REDACTED]

☐ Check box if your contact information has changed, update on the back

Payment Coupon

AMOUNT DUE \$ []
Additional Principal: \$ []
Additional Escrow: \$ []
Other: (Please Specify) \$ []
Total Enclosed: \$ []

OCWEN
PO BOX 6440
CAROL STREAM IL 60197-6440

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Note: If your loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal. If this payment is made via automatic drafting, this statement is for informational purposes only.



DO NOT MAIL PAYMENTS
TO THIS ADDRESS
P.O. Box 1063
Dallas, TX 75261-9063

JUNE 11, 2012



0-764-71216-0000269-001-1-000-000-000-000

Neva Steffens
6 Azalea CT
Greenville, SC 29615-

Re: Homeward Residential, Inc. Loan Number: [REDACTED]
Property Address: 6 Azalea Ct
Greenville SC 29615

Dear Borrower(s):

Homeward Residential, Inc. ("Homeward"), your mortgage servicer, wants you to know that there is help available if you believe you will be unable to make your mortgage loan payments. At this time, you may be in the process of a non-HAMP modification review. However, while this review is in process, we also have considered you for the Home Affordable Foreclosure Alternatives ("HAFA") Program and determined that you meet the minimum eligibility requirements. HAFA is an initiative announced by President Obama to help homeowners who can no longer afford to stay in their homes and is part of the Home Affordable Modification Program ("HAMP"). HAFA provides options that allow you to gracefully exit your property and avoid costly foreclosure. Additionally, HAFA offers a \$3,000 borrower relocation incentive if all requirements are met and the program is successfully completed.

While we determine whether you qualify for a non-HAMP modification, we want to make you aware of the HAFA program in case you wish to pursue a foreclosure alternative other than a loan modification. Please note that if we are considering you for a non-HAMP modification, that review will continue, however, HAFA provides the option of a short sale or deed-in-lieu. A short sale allows you to list and sell your property for less than the total amount due on the first mortgage. A deed-in-lieu of foreclosure allows you to voluntarily transfer ownership of your property to us provided that title is free and clear of mortgages, liens, and encumbrances. Upon successful completion of either HAFA foreclosure alternative, you will receive a full release from your first lien mortgage.

Call us now so we can begin the evaluation process and determine if you meet all HAFA eligibility requirements. Be prepared to submit income verification documents and a Request for Modification and Hardship Affidavit ("RMA") as soon as possible.

LM111 040 CPI

Page 1 of 2

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We want to make this process as easy as possible. However, you must take the first step by contacting us at our toll free number 1-877-304-3100. You may also write to us at Homeward Residential, Inc., P.O. Box 631730, Irving, TX 75063-1730 or fax to 1-800-645-6793. Our hours of operation are Monday through Friday, 7 am to 9 pm, central time, and Saturday, 7 am to 4 pm, central time.

Sincerely,

Homeward Residential, Inc.

Homeward Residential, Inc., is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, in the event the debt has been discharged pursuant to or the addressee or recipient is under the protection of federal bankruptcy law, this communication is solely for informational purposes and is not an attempt to collect a debt.



Comptroller of the Currency
Administrator of National Banks

April 9, 2013

Neva Steffens
6 Azalea Court
Greenville SC 29615

Re: Case#: 02848234 - Ocwen Loan Servicing, LLC / Homeward Residential

Dear Mr. Steffens :

This letter acknowledges receipt of your complaint in the Customer Assistance Group of the Office of the Comptroller of the Currency (OCC).

As your complaint is against an entity that does not fall under the jurisdiction of our office, we are referring your letter to the appropriate supervisory agency, which is the Consumer Financial Protection Bureau (CFPB). Their address is:

Consumer Financial Protection Bureau
PO Box 4503
Iowa City, IA 52244

Their toll free phone number is 1 (855) 411-2372. Their Internet address is www.consumerfinance.gov. Please direct all future correspondence regarding this issue to that office.

Sincerely,

Customer Assistance Group

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050
Phone: (800) 613-6743, FAX: (713) 336-4301
Internet address: www.helpwithmybank.gov

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Ocwen Loan Servicing, LLC
P.O. Box 24737
West Palm Beach, FL 33416-4737
(Do not send any correspondence or payments to the above address)

WWW.OCWEN.COM

April 02, 2013

Neva Steffens

6 Azalea Ct
Greenville, SC 29615-0000

Loan Number: [REDACTED]
Property Address: 6 Azalea Ct, Greenville, SC 29615-0000

Dear Borrower(s):

We have received your correspondence requesting research to be performed for the above referenced loan. It is Ocwen's policy to perform all research and provide a written response to you within twenty (20) days from the receipt of your letter.

Ocwen may need to contact you for further information in order to process your request. Ocwen will notify you if any additional information is required as we research the issue(s) stated in your request. Please direct any inquiries regarding your research request to the following address:

Ocwen Loan Servicing, LLC
Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Sincerely,

Research Department

7140102349

ACKNOWL-23

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852

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April 12, 2013

Neva Steffens
6 Azalea Court
Greenville, SC 29615

Re: Homeward Residential Account Number: [REDACTED]
Property Address: 6 Azalea Court, Greenville, SC 29615

Dear Neva Steffens:

Homeward Residential (Homeward) received your correspondence for the above-referenced account number and forwarded it to my attention for research and resolution. Thank you for the opportunity to address your concerns.

Upon review of the account, on May 31, 2012, we reanalyzed the escrow account. The new monthly payment, effective with the June 1, 2012 payment, was in the amount of \$513.84. Enclosed, please find a copy of the Annual Escrow Account Disclosure Statement that was mailed on June 5, 2012, for your review.

Additionally, on February 27, 2013, we reanalyzed the escrow account. The new monthly payment, effective with the May 1, 2013 payment, is in the amount of \$503.14. This analysis reflected a surplus in the amount of \$29.62 which was prorated over a 6 month period and reduces your monthly payment by \$4.94. We have also enclosed a copy of this Annual Escrow Account Disclosure Statement mailed on February 28, 2013.

Homeward last received funds in the amount of \$513.84 on February 25, 2013 which were applied to the March 1, 2013 payment.

As you are aware, your account was transferred to Ocwen Loan Servicing, LLC (Ocwen) on March 1, 2013. We have enclosed a copy of the Notice of Servicing Transfer letter for your review. This letter provides all addresses and phone numbers for Ocwen.

P.O. Box 631730, Irving, Texas 75063-1730

Homeward Residential is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, in the event the debt has been discharged pursuant to or the addressee or recipient is under the protection of federal bankruptcy law, this communication is solely for informational purposes and is not an attempt to collect a debt.

0030906929-Page 1 of 2

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Homeward

RESIDENTIAL

Should you have additional questions relating to the servicing of your loan, please contact Ocwen's Customer Care Center. You may reach Ocwen at 1-800-746-2936, Monday through Friday from 8:00 a.m. to 9:00 p.m. Saturday from 8:00 a.m. to 5:00 p.m. ET and Sunday 9:00 a.m. to 9:00 p.m. ET. Information regarding Ocwen and your mortgage loan may also be found online at www.ocwen.com.

Sincerely,



Chelsea Ferrell
Customer Correspondence Department

Enclosures: Notice of Servicing Transfer letter and Annual Escrow Account Disclosure Statements

P.O. Box 631730, Irving, Texas 75063-1730

Homeward Residential is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, in the event the debt has been discharged pursuant to or the addressee or recipient is under the protection of federal bankruptcy law, this communication is solely for informational purposes and is not an attempt to collect a debt.

0030906929-Page 2 of 2

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EXHIBIT K

Bank of Travelers Rest's Internet Banking

Transactions

Selection

Balance as of 05/14/2013 616.38

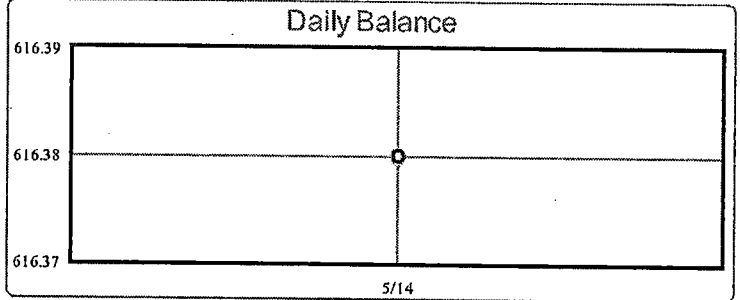
Available Balance 616.38

Account - Regular Savings

From

To

[transaction search](#) [image search](#) [download](#)



>> Posted <<	Description	Check	Withdrawal	Deposit	Balance	Reference
05/14/2013	Deposit			513.84	616.38	

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May 16, 2012

Letter: Neva Steffens
Memo: [REDACTED]

American Home Mortgage Servicing Inc

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****

Memorandum

For _____

NOT NEGOTIABLE

CASHIER'S CHECK

E07215/39301 (2/10) 592360

Thanks for your business!
Have a Great Day!

All items credited
subject to payment.

Bank of
Travelers Rest
Palmer Road
(864) 834-9031
By: 7 TIR 7 Seq 15
05/16/2012 10:33 AM
Account XXXXX7428
ABA Withdrawal 513.84

115

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Member FDIC

P.O. Box 1067, Travelers Rest, SC 29690 • (864) 834-9031

No. 174309

May 16, 2012

REMITTER Neva Steffens

PAY TO THE ORDER OF American Home Mortgage Servicing Inc

\$513.84

Pay ExactlyFive Hundred Thirteen and 84/100*****

CASHIER'S CHECK

Memo:0030906929

AUTHORIZED SIGNATURE

⑈174309⑈ ⑆053207371⑆ 11 38 713⑈

Details on Back



Security Features Included

received
MB on master
5/16/12

PERSONAL MONEY ORDER

No. 224314

REMITTER

Jun 22, 2012

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****

PAY
TO THE
ORDER
OF

Home used Residential



42 Plaza Dr.
P.O Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

Nora Steffen
SIGNATURE OF REMITTER
6424 Alex St
ADDRESS, CITY & STATE
Greenville SC 29615

SECURITY FEATURES INCLUDED. DETAILS ON BACK.
⑈ 224314 ⑈ ⑆ 053207371 ⑆ 10 46 500 ⑈

PURCHASER'S COPY OF PERSONAL MONEY ORDER DRAWN ON OFFICE SHOWN HEREON

No. 224314

REMITTER

Jun 22, 2012

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

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7011 3500 0001 3249 1241

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com		
DALLAS TX 75266 OFFICIAL USE		
Postage	\$ 00.45	0276
Certified Fee	\$2.95	20
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 05.75	06/22/2012

Sent To <i>Homeward Residential</i> Street, Apt. No., or PO Box No. <i>P.O. Box 660029</i> City, State, ZIP+4 <i>Dallas, TX 75266-0029</i>	

Bank of
Travelers Rest
Pelham Road
(864) 934-9031

Br# 7 Tlr# 2 Seq# 10
06/22/2012 12:14 PM

Account [REDACTED]
DDA Withdrawal 514.84

Thanks for your business!
Have a Great Day!

All items credited
subject to payment.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <i>J. M. G</i> ☐ Agent <i>TYDL-050</i> ☐ Addressee B. Received by <i>JOSE GARCIA</i> C. Date of Delivery <i>06/25/2012</i>	
1. Article Addressed to: <i>Homeward Residential</i> <i>P.O. Box 660029</i> <i>Dallas, TX 75266-</i> <i>0029</i>		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service)		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
4. Restricted Delivery? (Extra Fee) ☐ Yes		7011 3500 0001 3249 1241	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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REMITTER

Jul 19, 2012

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HomeWARD Residential
P.O. Box 660029
Dallas, TX 75266-
0029

2. Article Number
(Transfer from service label)

7011 3500 0001 3249 1258

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$	\$0.75
Certified Fee	\$	\$2.95
Return Receipt Fee (Endorsement Required)	\$	\$2.35
Restricted Delivery Fee (Endorsement Required)	\$	\$0.00
Total Postage & Fees	\$	\$5.75

OFFICIAL RECEIPT
KEITH D. OGLESBY
JUL 19 2012
Postage Here
STATION, SC 29616

Sent To
HomeWARD Residential
Street, Apt. No.,
or P.O. Box
City, State, ZIP+4
Dallas, TX 75266-0029

PS Form 3800, August 2006 See Reverse for Instructions

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PERSONAL MONEY ORDER

No. 224355

Jul 19, 2012

\$513.84

Homework Assignment

C.N.# [REDACTED]
at Post Office at Fort Five Hundred

 Pay Exactly Five Hundred Thirteen and 84/100*****

PAY
TO THE
ORDER
OF



42 Plaza Dr.
P.O Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

SIGNATURE OF REMITTER
673 ALA Court
ADDRESS / CITY & STATE
Crownville, SC 29615 MP

|| 224355 || 1:053207371: 10 46 500 ||

PURCHASER'S COPY OF PERSONAL MONEY ORDER DRAWN ON OFFICE SHOWN HEREON

No. 224355

Jul 19, 2012

\$513.84

Pay Exactly** Five Hundred Thirteen and 84/100**



42 Plaza Dr.
P.O. Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding In number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

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RETURN SERVICE ONLY
Please do not mail payments to this address
P.O. Box 619053
Dallas, TX 75261-9063



8-764-71779-0002326-001-1-000-100-000-000
NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CST Monday through Friday
7:00am - 4:00pm CST Saturday
Web site: www.gohomeward.com

MONTHLY BILLING STATEMENT

Property Address: 6 AZALEA CT
GREENVILLE SC 29615

Statement Date: 06/27/2012
Payment Due Date: 08/01/2012
Loan Number:

ACCOUNT DETAILS	AMOUNT
Total Principal Balance	\$132,946.64
Minus *Deferred Principal Balance	\$60,000.00
**Current Principal Balance	\$72,946.64
Escrow Balance	\$1,006.81
Unpaid Late Charges	\$0.00
Interest Rate	2.000%
Payment Elements	
Principal & Interest	\$323.52
Escrow	\$190.32
Optional Products	\$0.00
Other	\$0.00
Total Payment	\$513.84
Year To Date	
Interest	\$31,044.16
Taxes	\$0.00

IMPORTANT MESSAGES

*Deferred, non-interest bearing principal amount due at payoff but not included in monthly payment calculation.
**Interest bearing portion of the principal balance upon which monthly payment amount is calculated.

Homeward Residential, Inc. has recently enhanced our self service payment options. Now you can make your payment on our website at www.gohomeward.com without a fee up to the 5th day of the month. Our secure website is available for your convenience 24 hours a day. It's easy and even better it's free!

Homeward Residential does not recognize property tax deferrals, repayment plans, or third-party property tax lien transfers and will take the necessary action to pay your property taxes to ensure that our mutually vested interest in your property is not at risk. These programs create a lien on your property that takes precedence over the mortgage lien in most cases and may result in interest at a high rate owed to the tax collector or a third party, payable over the course of the repayment plan or at the expiration of the deferral period. If you are having trouble making your loan payments and are considering or participating in one of these programs, please contact Homeward Residential at 1-877-304-3100 so that we may offer you assistance.

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Principal	Interest	Escrow	Misc. Late/Other Charges	Total
08/04/12	LATE CHARGE ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$279.00
08/13/12	PROP INSPECTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
08/26/12	MORTGAGE INSUR	\$0.00	\$0.00	-\$73.68	\$0.00	-\$73.68
06/27/12	PAYMENT	\$201.61	\$121.91	\$190.32	\$0.00	\$513.84

SPECIAL MESSAGES

If you are having trouble making your mortgage payment, please contact Homeward Residential for a possible solution. You can also seek assistance through your state housing agency:

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, SC 29210

Telephone: (803) 896-9001 Website: <http://www.schousing.com>

If you would like to speak to a HUD approved counselor, you may contact the U.S. Department of Housing and Urban Development at (800) 569-4287 or online at www.hud.gov for a list of approved housing counseling agencies in your area.



To change address and phone number, check here and complete back of form

Please detach the mortgage payment coupon at perforation above and return with payment

To avoid additional charges, we must receive your payment no later than 2:30 pm Central Standard Time on 08/16/12. Funds received after 2:30 pm CST will be credited to your account the next business day.

NEVA STEFFENS

Loan Number
Payment Due Date 08/01/2012
Current Payment \$513.84
Past Due Payment(s) \$0.00
Unpaid Late Charges \$0.00
Other Charges \$0.00
Optional products \$0.00
Total Amount Due \$513.84
After 08/16/12 Add Late Charge Of \$15.50
Total Payment After 08/16/12 \$529.34

HOMEWARD RESIDENTIAL, INC.
PO BOX 660029
DALLAS, TX 75266-0029



Additional Principal \$
Additional Escrow \$
Other \$
Total Amount Paid \$

003090692908011200000000051384 00051384 000000 4

121

Homeward Residential

REMITTER

Aug 20, 2012

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O. Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

All items credited
subject to payment.

Thanks for your business!
Have a Great Day!

Account # [REDACTED]
DDA Withdrawal \$13.84

Br# 7 11# 4 Seq# 11
08/20/2012 10:29 AM

Bank of
Travelers Rest
Pelham Road
(864) 834-9031

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Homeward Residential
P.O. Box 660029
Dallas, TX 75266-0029

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X *[Signature]*

☐ Agent☐ Address**B. Received by (Printed Name)****C. Date of Delivery**

AUG 24 2012

D. Is delivery address different from item 1?☐ YesIf YES, enter delivery address below: ☐ No**3. Service Type**☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.**4. Restricted Delivery? (Extra Fee)**☐ Yes

7010 2780 0001 7640 6520

Domestic Return Receipt

102595-02-M-11

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

DALLAS TX 75266

OFFICIAL USE

Postage	\$ 0.45	0276
Certified Fee	\$2.95	13
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 45.75	08/20/2012

Sent To

Homeward Residential

Street, Apt. No.,

or PO Box No.

City, State, ZIP+4

P.O. Box 660029
Dallas, TX 75266-0029

PS Form 3800, August 2006

See Reverse for Instructions

127



RETURN SERVICE ONLY
Please do not mail payments to this address
P.O. Box 619063
Dallas, TX 75261-9063



2-764-72663-0002077-001-1-000-110-000-000
NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CT Monday through Friday
7:00am - 4:00pm CT Saturday
Web site: www.gohomeward.com

MONTHLY BILLING STATEMENT

Property Address:

6 AZALEA CT
GREENVILLE SC 29615

Statement Date:
Payment Due Date:
Loan Number:

07/25/2012
09/01/2012
[REDACTED]

ACCOUNT DETAILS

AMOUNT

Total Principal Balance	\$132,744.70
Minus *Deferred Principal Balance	\$60,000.00
**Current Principal Balance	\$72,744.70
Escrow Balance	\$1,133.22
Unpaid Late Charges	\$0.00
Interest Rate	2.000%
Payment Elements	
Principal & Interest	\$323.52
Escrow	\$190.32
Optional Products	\$0.00
Other	\$0.00
Total Payment	\$513.84
Year To Date	
Interest	\$31,165.74
Taxes	\$0.00

IMPORTANT MESSAGES

*Deferred, non-interest bearing principal amount due at payoff but not included in monthly payment calculation.
**Interest bearing portion of the principal balance upon which monthly payment amount is calculated.

Homeward Residential, Inc. has recently enhanced our self service payment options. Now you can make your payment on our website at www.gohomeward.com without a fee up to the 5th day of the month. Our secure website is available for your convenience 24 hours a day. It's easy and even better it's free!

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
07/19/12	MORTGAGE INSUR	\$0.00	\$0.00	-\$83.91	\$0.00	\$0.00	-\$83.91
07/25/12	PAYMENT	201.94	\$121.58	\$190.32	\$0.00	\$0.00	\$513.84

SPECIAL MESSAGES

If you are having trouble making your mortgage payment, please contact Homeward Residential for a possible solution. You can also seek assistance through your state housing agency:

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, SC 29210
Telephone: (803) 896-9001 Website: <http://www.schousing.com>

If you would like to speak to a HUD approved counselor, you may contact the U.S. Department of Housing and Urban Development at (800) 569-4287 or online at www.hud.gov for a list of approved housing counseling agencies in your area.



☐ To change address and/or phone number, check here and complete back of form

Please detach the mortgage payment coupon at perforation above and return with payment
Payments received before 5:00 p.m. CT at the address listed below will be credited to your account as of the date of receipt.
Funds received after 5:00 p.m. CT will be credited to your account on the next business day.

NEVA STEFFENS

Loan Number	[REDACTED]
Payment Due Date	09/01/2012
Current Payment	\$513.84
Past Due Payment(s)	\$0.00
Unpaid Late Charges	\$0.00
Other Charges	\$0.00
Optional products	\$0.00
Total Amount Due	\$513.84
After 09/16/12 Add Late Charge Of	\$15.50
Total Payment After 09/16/12	\$529.34

HOMeward RESIDENTIAL, INC.
PO BOX 660029
DALLAS, TX 75266-0029



Additional Principal	\$
Additional Escrow	\$
Other	\$
Total Amount Paid	\$

00309069290901120000000051384 00051384 00000 4

REMITTER

Sep 26, 2012

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O. Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

Money Order

Bank of
Travelers Rest
Pelham Road
(864) 834-9031

Br# 7 Tlr# 2 Seq# 29
09/26/2012 11:54 AM

Account ~~XXXXXXXXXX~~
DDA Withdrawal 514.84

Thanks for your business!
Have a Great Day!

All items credited
subject to payment.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Homeward Residential
PO BOX 660029
Dallas, TX 75266-0029

2. Article Number

(Transfer from service label)

7012 1010 0001 9446 9209

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Martin Lichungu

☐ Agent☐ Address

B. Received by (Print Name)

C. Date of Delivery

SEP 30 2012

D. Is delivery address different from item 1?

☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

102595-02-M-11

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

DALLAS TX 75266

OFFICIAL USE

Postage	\$ 40.45	0276
Certified Fee	\$2.95	13
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 45.75	09/26/2012

Sent To
Homeward Residential
Street, Apt. No.,
or P.O. Box No.
City, State, ZIP+4
Dallas TX 75266-0029

PS Form 3800, August 2006

See Reverse for Instructions

124

PERSONAL MONEY ORDER

No. 228024

REMITTER Neva Steffens

Sep 26, 2012

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****

PAY
TO THE
ORDER
OF

Homeward Residential

Loan Number [REDACTED]



42 Plaza Dr.
P.O Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

Neva Steffens
SIGNATURE OF REMITTER
6 Azalea Dr.
ADDRESS, CITY & STATE
Creechville, SC 29615

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈ 228024 ⑈ ⑆ 053207371 ⑆ 10 46 500 ⑈

PURCHASER'S COPY OF PERSONAL MONEY ORDER DRAWN ON OFFICE SHOWN HEREON

No. 228024

REMITTER

Sep 26, 2012

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

125



RETURN SERVICE ONLY
Please do not mail payments to this address
P.O. Box 619063
Dallas, TX 75261-9063



2-764-73769-0003397-001-1-100-100-000-000
NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CT Monday through Friday
7:00am - 4:00pm CT Saturday
Web site: www.gohomeward.com

MONTHLY BILLING STATEMENT

Property Address:

6 AZALEA CT
GREENVILLE SC 29615

Statement Date:

08/27/2012

Payment Due Date:

10/01/2012

Loan Number:

ACCOUNT DETAILS

AMOUNT

Total Principal Balance	\$132,542.42
Minus *Deferred Principal Balance	\$60,000.00
**Current Principal Balance	\$72,542.42
Escrow Balance	\$1,259.63
Unpaid Late Charges	\$0.00
Interest Rate	2.000%
Payment Elements	
Principal & Interest	\$323.52
Escrow	\$190.32
Optional Products	\$0.00
Other	\$0.00
Total Payment	\$513.84
Year To Date	
Interest	\$1,286.98
Taxes	\$0.00

IMPORTANT MESSAGES

*Deferred, non-interest bearing principal amount due at payoff but not included in monthly payment calculation.
**Interest bearing portion of the principal balance upon which monthly payment amount is calculated.

Homeward Residential, Inc. has recently enhanced our self service payment options. Now you can make your payment on our website at www.gohomeward.com without a fee up to the 5th day of the month. Our secure website is available for your convenience 24 hours a day. It's easy and even better it's free!

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
08/24/12	MORTGAGE INSUR	\$0.00	\$0.00	-\$63.91	\$0.00	\$0.00	-\$63.91
08/27/12	PAYMENT	\$202.28	\$121.24	\$190.32	\$0.00	\$0.00	\$513.84

SPECIAL MESSAGES

If you are having trouble making your mortgage payment, please contact Homeward Residential for a possible solution. You can also seek assistance through your state housing agency:

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, SC 29210
Telephone: (803) 896-9001 Website: <http://www.schousing.com>

If you would like to speak to a HUD approved counselor, you may contact the U.S. Department of Housing and Urban Development at (800) 569-4287 or online at www.hud.gov for a list of approved housing counseling agencies in your area.



Please detach the mortgage payment coupon at perforation above and return with payment

Payments received before 5:00 p.m. CT at the address listed below will be credited to your account as of the date of receipt. Funds received after 5:00 p.m. CT will be credited to your account on the next business day.

☐ To change address and/or phone number, check here and complete back of form

NEVA STEFFENS

HOMEWARD RESIDENTIAL, INC.
PO BOX 660029
DALLAS, TX 75266-0029



Loan Number	0000000000
Payment Due Date	10/01/2012
Current Payment	\$513.84
Past Due Payment(s)	\$0.00
Unpaid Late Charges	\$0.00
Other Charges	\$0.00
Optional products	\$0.00
Total Amount Due	\$513.84
After 10/16/12 Add Late Charge Of	\$15.50
Total Payment After 10/16/12	\$529.34

Additional Principal \$
Additional Escrow \$
Other \$
Total Amount Paid \$

003090692910011200000000051384 00051384 00000 2

PURCHASER'S COPY OF PERSONAL MONEY ORDER DRAWN ON OFFICE SHOWN HEREON

No. 237514

REMITTER

Homeward Residential

Oct 23, 2012

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O. Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

CERTIFIED MAIL		SECTION ON DELIVERY	
Complete items 1, 2, and 3. Also complete If Restricted Delivery is desired, our name and address on the reverse so we can return the card to you. Attach this card to the back of the mailpiece, the front if space permits. Addressed to: <i>Homeward Residential</i> <i>PO Box 660029</i> <i>Dallas, TX 75266-0029</i>		A. Signature <i>[Signature]</i> ☐ Agent ☐ Address B. Received by (Printed Name) ☐ C. Date of Delivery <i>OCT 24 2012</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7010 2780 0002 2757 3041		3. Service Type ☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-11

U.S. Postal Service			
CERTIFIED MAIL™ RECEIPT			
(Domestic Mail Only; No Insurance Coverage Provided)			
For delivery information visit our website at www.usps.com			
OFFICIAL USE			
Postage	\$	\$0.43	14 Postmark Here 10/23/2012
Certified Fee	\$	\$2.75	
Return Receipt Fee (Endorsement Required)	\$	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$	\$0.00	
Total Postage & Fees	\$	\$5.75	
Sent To <i>Homeward Residential</i> Street, Apt. No. or PO Box No. <i>PO Box 660029</i> City, State, ZIP+4 <i>Dallas TX 75266-0029</i>			

127



RETURN TO SERVICE ONLY
Please direct all mail payments to this address
P.O. Box 619063
Dallas, TX 75261-9063



2-764-75059-0004437-001-1-000-100-000-000
NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CT Monday through Friday
7:00am - 4:00pm CT Saturday
Web site: www.gohomeward.com

MONTHLY BILLING STATEMENT

Property Address:

6 AZALEA CT
GREENVILLE SC 29615

Statement Date:
Payment Due Date:
Loan Number:

10/02/2012
11/01/2012

ACCOUNT DETAILS

AMOUNT

Total Principal Balance	\$132,339.80
Minus *Deferred Principal Balance	\$80,000.00
**Current Principal Balance	\$72,339.80
Escrow Balance	\$1,386.04
Unpaid Late Charges	\$0.00
Interest Rate	2.000%
Payment Elements	
Principal & Interest	\$323.52
Escrow	\$190.32
Optional Products	\$0.00
Other	\$0.00
Total Payment	\$513.84
Year To Date	
Interest	\$31,407.88
Taxes	\$0.00

IMPORTANT MESSAGES

*Deferred, non-interest bearing principal amount due at payoff but not included in monthly payment calculation.
**Interest bearing portion of the principal balance upon which monthly payment amount is calculated.

Homeward Residential, Inc. has recently enhanced our self service payment options. Now you can make your payment on our website at www.gohomeward.com without a fee up to the 5th day of the month. Our secure website is available for your convenience 24 hours a day. It's easy and even better it's free!

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
09/24/12	MORTGAGE INSUR	\$0.00	\$0.00	-\$63.91	\$0.00	\$0.00	-\$63.91
10/02/12	PAYMENT	\$202.62	\$120.90	\$190.32	\$0.00	\$0.00	\$513.84

SPECIAL MESSAGES

If you are having trouble making your mortgage payment, please contact Homeward Residential for a possible solution. You can also seek assistance through your state housing agency:

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, SC 29210

Telephone: (803) 896-9001 Website: <http://www.schousing.com>

If you would like to speak to a HUD approved counselor, you may contact the U.S. Department of Housing and Urban Development at (800) 569-4287 or online at www.hud.gov for a list of approved housing counseling agencies in your area.



Please detach the mortgage payment coupon at perforation above and return with payment

Payments received before 5:00 p.m. CT at the address listed below will be credited to your account as of the date of receipt.
Funds received after 5:00 p.m. CT will be credited to your account on the next business day.

☐ To change address and/or phone number, check here and complete back of form

NEVA STEFFENS

HOMEWARD RESIDENTIAL, INC.
PO BOX 680029
DALLAS, TX 75266-0029



Loan Number
Payment Due Date
Current Payment
Past Due Payment(s)
Unpaid Late Charges
Other Charges
Optional products
Total Amount Due
After 11/16/12 Add Late Charge Of
Total Payment After 11/16/12

11/01/2012
\$513.84
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$513.84
\$15.50
\$529.34

Additional Principal
Additional Escrow
Other
Total Amount Paid

\$
\$
\$
\$

128

00309069291101120000000051384 00051384 00000 0

REMITTER

Nov 27, 2012

\$513.84

Homeward Residential

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O. Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

Postage		\$ 15.75
Certified Fee		\$ 2.35
Return Receipt Fee (Endorsement Required)		\$ 2.35
Restricted Delivery Fee (Endorsement Required)		\$ 2.35
Total Postage & Fees		\$ 22.80

Postage Station Here
NOV 27 2012
11/27/2012
Sent to Homeward Residential, Inc.
Street, Apt. No., or P.O. Box 660029
City, State, ZIP+4
Dallas TX 75266-0029
PS Form 3811, August 2006

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Homeward Residential
INC.
P.O. Box 660029
Dallas, TX 75266-0029

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*☐ Agent☐ Address

B. Received by (Printed Name)

NOV 30 2012

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7010 2780 0002 2757 3065

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

590E 2522 2000 0822 0102

Bank of
Travelers Rest
Pelham Road
(864) 834-9031

Br# 7 Tlr# 4 Seq# 6
11/27/2012 12:18 PM

Account X
DBA Withdrawal 514.84

Thanks for your business!
Have a Great Day!

All items credited
subject to payment.

129



RETURN SERVICE ONLY
Please send mail payments to this address
P.O. Box 660029
Dallas, TX 75266-0029

MONTHLY BILLING STATEMENT

Property Address: 6 AZALEA CT
GREENVILLE SC 29615

Statement Date: 10/29/2012
Payment Due Date: 12/01/2012
Loan Number: [REDACTED]



0-764-76041-0005696-002-1-000-100-000-000
NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CT Monday through Friday
7:00am - 4:00pm CT Saturday
Web site: www.gohomeward.com

ACCOUNT DETAILS	AMOUNT
Total Principal Balance	\$132,136.86
Minus *Deferred Principal Balance	\$60,000.00
**Current Principal Balance	\$72,136.86
Escrow Balance	\$1,512.45
Unpaid Late Charges	\$0.00
Interest Rate	2.000%
Payment Elements	
Principal & Interest	\$323.52
Escrow	\$190.32
Optional Products	\$0.00
Other	\$0.00
Total Payment	\$513.84
Year To Date	
Interest	\$31,528.45
Taxes	\$0.00

IMPORTANT MESSAGES

*Deferred, non-interest bearing principal amount due at payoff but not included in monthly payment calculation.
**Interest bearing portion of the principal balance upon which monthly payment amount is calculated.

Homeward Residential, Inc. has recently enhanced our self service payment options. Now you can make your payment on our website at www.gohomeward.com without a fee up to the 5th day of the month. Our secure website is available for your convenience 24 hours a day. It's easy and even better it's free!

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
10/22/12	MORTGAGE INSUR	\$0.00	\$0.00	-\$63.91	\$0.00	\$0.00	-\$63.91
10/28/12	PAYMENT	\$202.95	\$120.57	\$190.32	\$0.00	\$0.00	\$513.84

SPECIAL MESSAGES

If you are having trouble making your mortgage payment, please contact Homeward Residential for a possible solution. You can also seek assistance through your state housing agency:

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, SC 29210
Telephone: (803) 896-9001 Website: <http://www.schousing.com>

If you would like to speak to a HUD approved counselor, you may contact the U.S. Department of Housing and Urban Development at (800) 569-4287 or online at www.hud.gov for a list of approved housing counseling agencies in your area.



☐ To change address and/or phone number, check here and complete back of form

Please detach the mortgage payment coupon at perforation above and return with payment
Payments received before 5:00 p.m. CT at the address listed below will be credited to your account as of the date of receipt.
Funds received after 5:00 p.m. CT will be credited to your account on the next business day.

NEVA STEFFENS

HOMEWARD RESIDENTIAL, INC.
PO BOX 660029
DALLAS, TX 75266-0029



Loan Number [REDACTED]
Payment Due Date 12/01/2012
Current Payment \$513.84
Past Due Payment(s) \$0.00
Unpaid Late Charges \$0.00
Other Charges \$0.00
Optional products \$0.00
Total Amount Due \$513.84
After 12/16/12 Add Late Charge Of \$15.50
Total Payment After 12/16/12 \$529.34

Additional Principal \$
Additional Escrow \$
Other \$
Total Amount Paid \$

00309069291201120000000051384 00051384 00000 8

PURCHASER'S COPY OF PERSONAL MONEY ORDER DRAWN ON OFFICE SHOWN HEREON

No. 237589

REMITTER

Dec 26, 2012

Homeward Residential, INC.

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O. Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

*Nervous Stiffes
W. Arledge Court
Greenville, SC 29615*

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Homeward Residential
P.O. Box 660029
Dallas, TX 75266-0029*

2. Article Number
(Transfer from)

PS Form 381

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature]

☐ Agent☐ Address

B. Received by (Printed Name)

C. Date of Delivery

DEC 26 2012

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery (Extra Fee)

Domestic Return Receipt

102595-02-M-1

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

DALLAS TX 75266

OFFICIAL USE

Postage	\$ 0.45	0276
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 45.75	12/26/2012

Postmark
Here

Sent To

Homeward Residential

Street, Apt. No.,

or PO Box No.

City, State, ZIP+4

Dallas TX 75266-0029

PS Form 3800, August 2006

See Reverse for Instructions

131

7010 2780 0002 2757 3072



RETURN SERVICE ONLY
Please do not mail payments to this address
P.O. Box 619063
Dallas, TX 75261-9063



7-764-77187-0010985-003-1-000-100-000-000
NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CT Monday through Friday
7:00am - 4:00pm CT Saturday
Web site: www.gohomeward.com

MONTHLY BILLING STATEMENT

Property Address:

6 AZALEA CT
GREENVILLE SC 29615

Statement Date:

11/30/2012

Payment Due Date:

01/01/2013

Loan Number:

ACCOUNT DETAILS

AMOUNT

Total Principal Balance	\$131,933.66
Minus *Deferred Principal Balance	\$60,000.00
**Current Principal Balance	\$71,933.66
Escrow Balance	\$1,638.86
Unpaid Late Charges	\$0.00
Interest Rate	2.000%
Payment Elements	
Principal & Interest	\$323.52
Escrow	\$190.32
Optional Products	\$0.00
Other	\$0.00
Total Payment	\$513.84
Year To Date	
Interest	\$31,648.68
Taxes	\$0.00

IMPORTANT MESSAGES

*Deferred, non-interest bearing principal amount due at payoff but not included in monthly payment calculation.

**Interest bearing portion of the principal balance upon which monthly payment amount is calculated.

Homeward Residential, Inc. has recently enhanced our self service payment options. Now you can make your payment on our website at www.gohomeward.com without a fee up to the 5th day of the month. Our secure website is available for your convenience 24 hours a day. It's easy and even better it's free!

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
11/21/12	MORTGAGE INSUR	\$0.00	\$0.00	-\$63.91	\$0.00	\$0.00	-\$63.91
11/30/12	PAYMENT	\$203.29	\$120.23	\$190.32	\$0.00	\$0.00	\$513.84

SPECIAL MESSAGES

If you are having trouble making your mortgage payment, please contact Homeward Residential for a possible solution. You can also seek assistance through your state housing agency:

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, SC 29210

Telephone: (803) 896-9001 Website: <http://www.schousing.com>

If you would like to speak to a HUD approved counselor, you may contact the U.S. Department of Housing and Urban Development at (800) 569-4287 or online at www.hud.gov for a list of approved housing counseling agencies in your area.



Please detach the mortgage payment coupon at perforation above and return with payment
Payments received before 5:00 p.m. CT at the address listed below will be credited to your account as of the date of receipt.
Funds received after 5:00 p.m. CT will be credited to your account on the next business day.

☐ To change address and/or phone number

NEVA STEFFENS

Loan Number
Payment Due Date
Current Payment
Past Due Payment(s)
Unpaid Late Charges
Other Charges

01/01/2013
\$513.84
\$0.00
\$0.00
\$0.00

132

REMITTER

Jan 25, 2013

\$513.84

Homeward Residential
Loan# [REDACTED]

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

OFFICIAL USE	
Postage \$	\$0.45
Certified Fee	\$2.95
Return Receipt Fee (Endorsement Required)	\$2.35
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees \$	\$5.75

Postmark Here 01/25/2013

Sent to: Homeward Residential
Street, Apt. No., or PO Box: P.O. Box 66 0029
City, State, ZIP: Dallas TX 75266-0029
PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Homeward Residential
P.O. Box 66 0029
Dallas TX 75266-0029

2. Article Number
(Transfer from service label)

7012 1640 0000 1166 4386

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Martin Lichungu

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

JAN 28 2013

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

9864 9977 0000 0697 2702

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

Bank of
Travelers Rest
Pelham Road
(864) 834-9031

Br# 7 Tr# 4 Seq# 28
01/25/2013 10:53 AM

Account [REDACTED]
DDA Withdrawal 514.84

Thanks for your business!
Have a Great Day!

All items credited
subject to payment.

133



RETURN SERVICE ONLY
Please mail payments to this address
P.O. Box 619063
Dallas, TX 75261-9063

MONTHLY BILLING STATEMENT

Property Address:

6 AZALEA CT
GREENVILLE SC 29615

Statement Date:
Payment Due Date:
Loan Number:

12/31/2012
02/01/2013

ACCOUNT DETAILS

AMOUNT

Total Principal Balance	\$131,729.93
Minus *Deferred Principal Balance	\$60,000.00
**Current Principal Balance	\$71,729.93
Escrow Balance	\$887.51
Unpaid Late Charges	\$0.00
Interest Rate	2.000%
Payment Elements	
Principal & Interest	\$323.52
Escrow	\$190.32
Optional Products	\$0.00
Other	\$0.00
Total Payment	\$513.84
Year To Date	
Interest	\$31,768.57
Taxes	\$877.76



5-764-78214-0015723-004-1-100-100-000-000
NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CT Monday through Friday
7:00am - 4:00pm CT Saturday
Web site: www.gohomeward.com

IMPORTANT MESSAGES

*Deferred, non-interest bearing principal amount due at payoff but not included in monthly payment calculation.
**Interest bearing portion of the principal balance upon which monthly payment amount is calculated.

Homeward Residential, Inc. has recently enhanced our self service payment options. Now you can make your payment on our website at www.gohomeward.com without a fee up to the 5th day of the month. Our secure website is available for your convenience 24 hours a day. It's easy and even better it's free!

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
12/05/12	COUNTY TAX	\$0.00	\$0.00	-\$877.76	\$0.00	\$0.00	-\$877.76
12/13/12	MORTGAGE INSUR	\$0.00	\$0.00	-\$63.91	\$0.00	\$0.00	-\$63.91
12/31/12	PAYMENT	\$203.63	\$119.89	\$190.32	\$0.00	\$0.00	\$513.84

SPECIAL MESSAGES

If you are having trouble making your mortgage payment, please contact Homeward Residential for a possible solution. You can also seek assistance through your state housing agency:

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, SC 29210
Telephone: (803) 896-9001 Website: <http://www.schousing.com>

If you would like to speak to a HUD approved counselor, you may contact the U.S. Department of Housing and Urban Development at (800) 569-4287 or online at www.hud.gov for a list of approved housing counseling agencies in your area.



Please detach the mortgage payment coupon at perforation above and return with payment

Payments received before 5:00 p.m. CT at the address listed below will be credited to your account as of the date of receipt. Funds received after 5:00 p.m. CT will be credited to your account on the next business day.

☐ To change address and/or phone number, check here and complete back of form

NEVA STEFFENS

HOMEWARD RESIDENTIAL, INC.
PO BOX 660029
DALLAS, TX 75266-0029



Loan Number	
Payment Due Date	02/01/2013
Current Payment	\$513.84
Past Due Payment(s)	\$0.00
Unpaid Late Charges	\$0.00
Other Charges	\$0.00
Optional products	\$0.00
Total Amount Due	\$513.84
After 02/16/13 Add Late Charge Of	\$15.50
Total Payment After 02/16/13	\$529.34

Additional Principal	\$
Additional Escrow	\$
Other	\$
Total Amount Paid	\$

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00309069290201130000000051384 00051384 00000 7

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X Martin Lichungu ☐ Agent ☐ Address	
1. Article Addressed to: Homeward Residential PO Box 660029 Dallas, TX 75266-0029		B. Received by (Printed Name) MFL C. Date of Delivery FEB 24 2013	
2. Article Number (Transfer from service label) 7012 1640 0000 1166 4416		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-11		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
		4. Restricted Delivery? (Extra Fee) ☐ Yes	

PURCHASER'S COPY OF PERSONAL MONEY ORDER DRAWN ON OFFICE SHOWN HEREON

No. 237655

REMITTER

Homeward Residential, PNC.

Feb 20, 2013

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O. Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com®	
DALLAS TX 75266	
Postage	\$0.46
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.11
Postmark Here: KEITH'S GREENVILLE FEB 20 2013 02/20/2013	
Sent To: Homeward Residential Street, Apt. No., or P.O. Box No.: PO Box 660029 City, State, ZIP+4: Dallas TX 75266-0029	
PS Form 3800, August 2008 See Reverse for Instructions	

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RETURN SERVICE ONLY
Please direct all mail payments to this address
P.O. Box 619063
Dallas, TX 75261-9063



3-764-79333-0002753-001-1-000-100-000-000
NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CT Monday through Friday
7:00am - 4:00pm CT Saturday
Web site: www.gohomeward.com

MONTHLY BILLING STATEMENT

Property Address

6 AZALEA CT
GREENVILLE SC 29615

Statement Date:
Payment Due Date:
Loan Number:

01/29/2013
03/01/2013

ACCOUNT DETAILS

AMOUNT

Total Principal Balance	\$131,525.96
Minus *Deferred Principal Balance	\$60,000.00
**Current Principal Balance	\$71,525.96
Escrow Balance	\$443.92
Unpaid Late Charges	\$0.00
Interest Rate	2.000%
Payment Elements	
Principal & Interest	\$323.52
Escrow	\$190.32
Optional Products	\$0.00
Other	\$0.00
Total Payment	\$513.84
Year To Date	
Interest	\$119.55
Taxes	\$0.00

IMPORTANT MESSAGES

*Deferred, non-interest bearing principal amount due at payoff but not included in monthly payment calculation.
**Interest bearing portion of the principal balance upon which monthly payment amount is calculated.

Homeward Residential, Inc. has recently enhanced our self service payment options. Now you can make your payment on our website at www.gohomeward.com without a fee up to the 5th day of the month. Our secure website is available for your convenience 24 hours a day. It's easy and even better it's free!

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
01/08/13	HAZ INS PREM	\$0.00	\$0.00	-\$570.00	\$0.00	\$0.00	-\$570.00
01/18/13	MORTGAGE INSUR	\$0.00	\$0.00	-\$63.91	\$0.00	\$0.00	-\$63.91
01/29/13	PAYMENT	\$203.97	\$119.55	\$190.32	\$0.00	\$0.00	\$513.84

SPECIAL MESSAGES

If you are having trouble making your mortgage payment, please contact Homeward Residential for a possible solution. You can also seek assistance through your state housing agency:

South Carolina State Housing Finance and Development Authority
300-C Outlet Pointe Boulevard
Columbia, SC 29210

Telephone: (855) 435-7472 Website: <http://www.scmortgagehelp.com>

If you would like to speak to a HUD approved counselor, you may contact the U.S. Department of Housing and Urban Development at (800) 569-4287 or online at www.hud.gov for a list of approved housing counseling agencies in your area.



Please detach the mortgage payment coupon at perforation above and return with payment

Payments received before 5:00 p.m. CT at the address listed below will be credited to your account as of the date of receipt. Funds received after 5:00 p.m. CT will be credited to your account on the next business day.



To change address and/or phone number, check here and complete back of form

NEVA STEFFENS

HOMEWARD RESIDENTIAL, INC.
PO BOX 660029
DALLAS, TX 75266-0029



Loan Number
Payment Due Date
Current Payment
Past Due Payment(s)
Unpaid Late Charges
Other Charges
Optional products
Total Amount Due
After 03/16/13 Add Late Charge Of
Total Payment After 03/16/13

03/01/2013
\$513.84
\$0.00
\$0.00
\$0.00
\$0.00
\$513.84
\$15.50
\$529.34

Additional Principal
Additional Escrow
Other
Total Amount Paid

\$
\$
\$
\$

136

00309069290301130000000051384 00051384 00000 5

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
OCWEN
P.O. Box 6440
CAROL STREAM, IL
60197-6440

2. Article Number
 (Transfer from sender) **7012 3460 0002 2826 6052**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X** Agent ☒ Address ☐

B. Received by (Printed Name) **Carol Stream** C. Date of Delivery **03/29/2013**

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PURCHASER'S COPY OF PERSONAL MONEY ORDER DRAWN ON OFFICE SHOWN HEREON
 No. **237721**

REMITTER

OCWEN Loan Servicing LLC

Mar 29, 2013

\$513.84.

****Pay Exactly**** Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
 P.O. Box 1067
 Travelers Rest, SC 29690
 (864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

7012 3460 0002 2826 6052

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 40.46	0276 20 Postmark Here
Certified Fee	\$3.10	
Return Receipt Fee (Endorsement Required)	\$2.55	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$6.11	03/29/2013

Sent To
OCWEN
 Street, Apt. No., or PO Box
P.O. Box 6440
 City, State, ZIP+4
CAROL STREAM IL 60197-6440

PS Form 3800, August 2006 See Reverse for Instructions

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Q C W F N

NMLS #: 1852
NC Permit No. 3946

NC Permit No. 3946
 **CUSTOMER CARE CENTER 1-800-746-2936**

Your call may be recorded for the coaching and development of our associates.

Account Number:
Account Statement Date:
Property Address:
6 Azalea Ct
Greenville SC 29615

03/14/2013

CURR

Page 1

Special Notices

Looking for ways to reduce your homeowners insurance cost? Consider increasing your deductible. First Protector will pay it for you, up to \$1,000. Visit www.OcwenFirstProtector.com or call 1-800-349-9756, 8am-8pm E.T. for more information.



2MB 01349/001349/002699 0007 2 ACQ1HV

NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146



Account Information

* Current Principal Balance:	71,321.65
Interest Rate:	2.000000%
Next Payment Due Date:	04/01/2013
Current Escrow Balance:	570.33
Interest Paid Year-To-Date:	.00
Taxes Paid Year-To-Date:	.00
Beginning Principal Balance:	71,321.65
Deferred Principal Balance:	60,000.00
Escrow Deposits/Adjustments Year-To-Date:	570.33
Recently Assessed Amounts:	
03/03/13 Prior Servicer Fees:	55.00

*This is the principal balance only, not the amount required to pay your account in full.

Details of Amount Due

Current Amount Due:	
Principal:	204.65
Interest:	118.87
Escrow:	190.32
Current Amount Due by 04/01/13:	513.84
Assessed Fees/Expense Outstanding:	
Curr-Prior Servicer Fees:	55.00
Total Fees/Expense Outstanding:	55.00
Total Amount Due:	568.84

Recent Account Activity

Date	Description	Principal	Interest	Escrow	Optional	Late Charges	Fees/Other	Suspense	Total

No transactions since last statement

Important Messages

We may report information about your account to credit bureaus. Late payments, missed payments, or other delinquencies on your account may be reflected in your credit report. To obtain information about your rights under the Fair Credit Reporting Act go to www.ftc.gov/credit.

If you are currently in bankruptcy or if you have filed for bankruptcy since obtaining this loan, please read the bankruptcy information provided on the back of this statement.

Please note that your monthly payment amount has changed to \$503.14 effective 05/01/2013. Further detail regarding the reason for this change will be included in a separate letter.

FOLD AND
DETACH HERE

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT IN THE ENCLOSED ENVELOPE WITH ADDRESS VISIBLE.
PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT • ALWAYS WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK

FOLD AND
DETACH HERE

001349/002699 ACO1HV S1-ET-M1-C001

[illegible]

Payment Coupon

Account Number Neva Steffens

☐ Check for change of information and see reverse side of coupon.

O C W E N

AMOUNT DUE \$ 568.84

If Received after 04/17/2013 add Late Charge of: \$ 15.50

Total Amount Due with Late Charge:	\$ 584.34

Note: If your loan is current, any Additional Principal: \$

Additional Escrow: \$

Late Charges** \$

Other: (Please Specify) \$ _____

Station (Please Specify)



OCWEN
PO BOX 6440
CAROL STREAM IL 60197-6440

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RE. IN SERVICE ONLY
Please do not mail payments to this address
P.O. Box 619063
Dallas, TX 75261-9063

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

6-764-70941-0000453-001-000-000-000-000

NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

CONTACT INFORMATION

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CST Monday through Friday
7:00am - 4:00pm CST Saturday
Web site: www.gphomeward.com

Statement Date: 06/05/2012
Payment Due Date: 07/01/2012
Account Number: [REDACTED]

PAYMENT INFORMATION

ACCOUNT NUMBER: [REDACTED]
ANALYSIS DATE: 05/31/2012

	PRESENT PAYMENT	NEW PAYMENT effective 06/01/2012
Principal & Interest	\$323.52	\$323.52
Escrow Deposit	\$190.32	\$190.32
Surplus	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Other	\$0.00	\$0.00
Subsidy	\$0.00	\$0.00
Total	\$513.84	\$513.84

COMING YEAR ESCROW PROJECTIONS

Under Federal Law, your lowest monthly balance in the next twelve months should not exceed \$233.28 or 1/6th of total anticipated payments from the account, unless your mortgage contract or State law specifies a lower amount. Your actual lowest monthly balance was \$9,216.82. Your current projected low balance is \$233.28. Your required low balance is \$233.28, creating a surplus of \$0.00. The items with an asterisk in your account history may explain this. For further explanations, please call 877-304-3100 or write to P.O. Box 631730, Irving, TX 75063-1730.

NEW ESCROW DEPOSIT BREAKDOWN		YOUR ESCROW ACCOUNT PROJECTION				
ESCROW ITEM	ANNUAL EXPENSE	MONTH	PAID IN TO ESCROW	PAID OUT FROM ESCROW	DESCRIPTION	PROJECTED BALANCE
Mortgage Ins Disb	\$884.16				Escrow Account Balance	699.85
County Tax Disb	\$875.69	Jun-12	190.32	73.68	PMI	816.49
Haz Ins Disb	\$524.00	Jul-12	190.32	73.68	PMI	933.13
		Aug-12	190.32	73.68	PMI	1,049.77
		Sep-12	190.32	73.68	PMI	1,166.41
		Oct-12	190.32	73.68	PMI	1,283.05
		Nov-12	190.32	73.68	PMI	1,399.69
		Dec-12	190.32	73.68	PMI	1,516.33
		Dec-12	.00	875.69	COUNTY TAX	640.64
		Jan-13	190.32	73.68	PMI	757.28
		Jan-13	.00	524.00	HAZARD INS.	233.28
		Feb-13	190.32	73.68	PMI	349.92
		Mar-13	190.32	73.68	PMI	466.56
		Apr-13	190.32	73.68	PMI	583.20
		May-13	190.32	73.68	PMI	699.84
TOTAL	\$2,283.85					
ESCROW ITEM	MONTHLY DEPOSIT*					
Mortgage Ins Disb	\$73.68					
County Tax Disb	\$72.97					
Haz Ins Disb	\$43.67					
TOTAL	\$190.32					

* The figures in this section are based on a division by twelve to get your monthly total and may be rounded up or down to the nearest penny.

NOTICE:

Homeward Residential, Inc. is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, in the event the debt has been discharged pursuant to or the addressee or recipient is under the protection of federal bankruptcy law, this communication is solely for informational purposes and is not an attempt to collect a debt. If a bankruptcy proceeding is pending, please continue to make payments in accordance with any bankruptcy payment arrangement or advice of counsel.

764-2020-0512F



SEE REVERSE SIDE FOR
ADDITIONAL INFORMATION



Loan Number: [REDACTED]

ESCROW ACCOUNT HISTORY

Date: 05/31/2012

- This statement itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. The projections from your previous escrow analysis are to the left of the actual payments, disbursements and escrow balance. By comparing the actual escrow payments to the previous projections listed, you can determine where a difference may have occurred.
- An asterisk (*) indicates a difference from the projected activity in either the amount or date.
- When applicable, the letter "E" beside an amount indicates that a payment or disbursement has not yet occurred but is estimated to occur as shown.
- Your projected low point may or may not have been reached based on one or more of the following factors:

PAYMENT(S)

- Monthly payment(s) received earlier OR later than expected
- Monthly payment(s) received were less than OR greater than expected
- Previous overage was returned to escrow
- Previous shortage not paid in full

TAXES

- Tax rate and/or assessed value changed
- Exemption status lost or changed
- Supplemental/Deficient tax paid
- Tax bill paid earlier OR later than expected
- Tax installment not paid
- Tax refund received
- New tax escrow requirement paid

INSURANCE

- Premium changed
- Coverage changed
- Additional premium paid
- Insurance bill paid earlier OR later than expected
- Premium was not paid
- Premium refund received
- New insurance escrow requirement paid
- Lender placed insurance premium paid

Homeward Residential, Inc. does not recognize property tax deferrals, repayment plans, or third-party property tax lien transfers and will take the necessary action to pay your property taxes to ensure that our mutually vested interest in your property is not at risk. These programs create a lien on your property that takes precedence over the mortgage lien in most cases and may result in interest at a high rate owed to the tax collector or a third party, payable over the course of the repayment plan or at the expiration of the deferral period. If you are having trouble making your loan payments and are considering or participating in one of these programs, please contact Homeward Residential, Inc. at 1-877-304-3100 so that we may offer you assistance.

MONTH	PAYMENTS TO ESCROW		DISBURSEMENTS FROM ESCROW		DESCRIPTION	ESCROW BALANCE	
	PROJECTED	ACTUAL	PROJECTED	ACTUAL		PROJECTED	ACTUAL
					BEGINNING BALANCE	0.00	-600.00
08/08		*		60.87	PMI	1.00	-660.87
08/08		*		60.87	PMI	1.00	-721.74
09/08		*		60.87	PMI	1.00	-782.61
10/08		*		60.87	PMI	1.00	-843.48
11/08		*		60.87	PMI	1.00	-904.35
12/08		*		60.87	PMI	1.00	-965.22
12/08		*		901.64	COUNTY TAX	1.00	-1,866.86
01/09		*		60.87	PMI	1.00	-1,927.73
01/09		*		383.00	HAZARD INS.	1.00	-2,310.73
02/09		*		60.87	PMI	1.00	-2,371.60
03/09		*		60.87	PMI	1.00	-2,432.47
04/09		*		60.87	PMI	1.00	-2,493.34
05/09		*		60.87	PMI	1.00	-2,554.21
06/09		*		60.87	PMI	1.00	-2,615.08
07/09		*		73.68	PMI	1.00	-2,688.76
08/09		*		73.68	PMI	1.00	-2,762.44
09/09		*		73.68	PMI	1.00	-2,836.12
10/09		*		73.68	PMI	1.00	-2,909.80
11/09		*		73.68	PMI	1.00	-2,983.48
12/09		*		73.68	PMI	1.00	-3,057.16
12/09		*		904.01	COUNTY TAX	1.00	-3,961.17
12/09		*		395.00	HAZARD INS.	1.00	-4,356.17
01/10		*		73.68	PMI	1.00	-4,429.85
02/10		*		73.68	PMI	1.00	-4,503.53
03/10		*		73.68	PMI	1.00	-4,577.21
04/10		*		73.68	PMI	1.00	-4,650.89
05/10		*		73.68	PMI	1.00	-4,724.57
06/10		*		73.68	PMI	1.00	-4,798.25
07/10		*		73.68	PMI	1.00	-4,871.93
08/10		*		73.68	PMI	1.00	-4,945.61
09/10		*		73.68	PMI	1.00	-5,019.29
10/10		*		73.68	PMI	1.00	-5,092.97
11/10		*		73.68	PMI	1.00	-5,166.65
11/10		*		943.92	COUNTY TAX	1.00	-6,110.57
12/10		*		73.68	PMI	1.00	-6,184.25
12/10		*		454.00	HAZARD INS.	1.00	-6,638.25
01/11		*		73.68	PMI	1.00	-6,711.93
02/11		*		73.68	PMI	1.00	-6,785.61
03/11		*		73.68	PMI	1.00	-6,859.29
04/11		*		73.68	PMI	1.00	-6,932.97

FREQUENTLY ASKED QUESTIONS

Homeward Residential, Inc. is providing you with this statement as a detailed analysis of the activity to your escrow account. Deposits into your escrow account are included in your monthly mortgage payment and those sums are held in reserve for future disbursements for your property taxes and/or insurance.

Q. Why do escrow deposits change?

When changes in your taxes and/or insurance occur or your escrow account is short, your escrow deposit will adjust resulting in a new monthly payment.

Q. How often are escrowed loans analyzed?

Homeward Residential analyzes contractually current escrowed loans once every 12 months to determine the appropriate monthly escrow deposit. Additional analysis or payment adjustments may be necessary when significant changes in disbursement amounts of escrowed items occur.

Q. What does an analysis reveal?

An analysis determines if adjustments need to be made to the escrow deposit based on escrow disbursements in an upcoming year. If Homeward Residential has disbursed an amount higher than anticipated for any escrowed item(s), generally a shortage is created and a payment coupon will accompany the analysis. If Homeward Residential disbursed an amount lower than anticipated for any escrowed item(s), generally an overage is created and a check may accompany the analysis.

Q. Is a cushion (excess funds) in an escrow account necessary?

Yes, Homeward Residential requires a two month escrow cushion where permitted by state law, to cover unanticipated increases in the following year's tax and insurance bills.

Q. How is a shortage collected?

A shortage is collected over a 12 month period.

Q. How can you get additional information on your escrow account?

If you need more information, please contact us at 1-877-304-3100 or visit our web site at www.gohomeward.com

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REAL ESTATE SERVICE ONLY
Please do not mail payments to this address
P.O. Box 619063
Dallas, TX 75261-9063

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

1-764-80655-0000593-001-000-010-000-000

NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

CONTACT INFORMATION

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CST Monday through Friday
7:00am - 4:00pm CST Saturday
Web site: www.gohomeward.com

Statement Date: 02/28/2013
Payment Due Date: 04/01/2013
Account Number: [REDACTED]

PAYMENT INFORMATION

ACCOUNT NUMBER: 0030906929
ANALYSIS DATE: 02/27/2013

	PRESENT PAYMENT	NEW PAYMENT effective 05/01/2013
Principal & Interest	\$323.52	\$323.52
Escrow Deposit	\$190.32	\$184.56
Surplus	\$0.00	-\$4.94
Optional Insurance	\$0.00	\$0.00
Other	\$0.00	\$0.00
Subsidy	\$0.00	\$0.00
Total	\$513.84	\$503.14

COMING YEAR ESCROW PROJECTIONS

Under Federal Law, your lowest monthly balance in the next twelve months should not exceed \$241.30 or 1/6th of total anticipated payments from the account, unless your mortgage contract or State law specifies a lower amount. Your actual lowest monthly balance was \$443.92. Your current projected low balance is \$270.92. Your required low balance is \$241.30, creating a surplus of \$29.62. The items with an asterisk in your account history may explain this. For further explanations, please call 877-304-3100 or write to P.O. Box 631730, Irving, TX 75063-1730.

NEW ESCROW DEPOSIT BREAKDOWN	
ESCROW ITEM	ANNUAL EXPENSE
Mortgage Ins Disb	\$766.92
County Tax Disb	\$677.76
Haz Ins Disb	\$570.00
TOTAL	\$2,214.68

ESCROW ITEM	MONTHLY DEPOSIT*
Mortgage Ins Disb	\$63.91
County Tax Disb	\$73.15
Haz Ins Disb	\$47.50
TOTAL	\$184.56

* The figures in this section are based on a division by twelve to get your monthly total and may be rounded up or down to the nearest penny.

YOUR ESCROW ACCOUNT PROJECTION					
MONTH	PAID IN TO ESCROW	PAID OUT FROM ESCROW	DESCRIPTION	PROJECTED BALANCE	REQUIRED BALANCE
			Escrow Account Balance	632.83	603.21
May-13	184.56	63.91	PMI	753.48	723.88
Jun-13	184.56	63.91	PMI	874.13	844.51
Jul-13	184.56	63.91	PMI	994.78	965.16
Aug-13	184.56	63.91	PMI	1,115.43	1,085.81
Sep-13	184.56	63.91	PMI	1,236.08	1,206.46
Oct-13	184.56	63.91	PMI	1,356.73	1,327.11
Nov-13	184.56	63.91	PMI	1,477.38	1,447.76
Dec-13	184.56	63.91	PMI	1,598.03	1,568.41
Dec-13	.00	877.76	COUNTY TAX	720.27	690.65
Jan-14	184.56	63.91	PMI	840.92	811.30
Jan-14	.00	570.00	HAZARD INS.	270.92	241.30
Feb-14	184.56	63.91	PMI	391.57	361.95
Mar-14	184.56	63.91	PMI	512.22	482.60
Apr-14	184.56	63.91	PMI	632.87	603.25

NOTICE:

Homeward Residential, Inc. is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, in the event the debt has been discharged pursuant to or the addressee or recipient is under the protection of federal bankruptcy law, this communication is solely for informational purposes and is not an attempt to collect a debt. If a bankruptcy proceeding is pending, please continue to make payments in accordance with any bankruptcy payment arrangement or advice of counsel.

764-2020-0512F



SEE REVERSE SIDE FOR
ADDITIONAL INFORMATION



ESCROW SURPLUS UNDER \$50

Your escrow account has a surplus of \$29.62. This amount has been prorated over a 6 month period and reduces your monthly payment by \$4.94.

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Loan Number: [REDACTED]

ESCROW ACCOUNT HISTORY

Date: 02/27/2013

- This statement itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. The projections from your previous escrow analysis are to the left of the actual payments, disbursements and escrow balance. By comparing the actual escrow payments to the previous projections listed, you can determine where a difference may have occurred.
- An asterisk (*) indicates a difference from the projected activity in either the amount or date.
- When applicable, the letter "E" beside an amount indicates that a payment or disbursement has not yet occurred but is estimated to occur as shown.
- Your projected low point may or may not have been reached based on one or more of the following factors:

PAYMENT(S)

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- Monthly payment(s) received were less than OR greater than expected
- Previous overage was returned to escrow
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MONTH	PAYMENTS TO ESCROW		DISBURSEMENTS FROM ESCROW		DESCRIPTION	ESCROW BALANCE	
	PROJECTED	ACTUAL	PROJECTED	ACTUAL		PROJECTED	ACTUAL
					BEGINNING BALANCE	699.85	890.17
06/12	190.32	190.32 *	73.68		PMI	816.49	1,080.49
06/12		.		73.68	PMI	816.49	1,006.81
07/12	190.32	190.32 *	73.68		PMI	933.13	1,197.13
07/12		.		63.91	PMI	933.13	1,133.22
08/12	190.32	190.32 *	73.68		PMI	1,049.77	1,323.54
08/12		.		63.91	PMI	1,049.77	1,259.63
09/12	190.32	.	73.68		PMI	1,166.41	1,259.63
09/12		.		63.91	PMI	1,166.41	1,195.72
10/12	190.32	380.64 *	73.68		PMI	1,283.05	1,576.36
10/12		.		63.91	PMI	1,283.05	1,512.45
11/12	190.32	190.32 *	73.68		PMI	1,399.69	1,702.77
11/12		.		63.91	PMI	1,399.69	1,638.86
12/12	190.32	190.32 *	73.68		PMI	1,516.33	1,829.18
12/12		.	875.69	877.76	COUNTY TAX	640.64	951.42
12/12		.		83.91	PMI	640.64	887.51
01/13	190.32	190.32 *	73.68		PMI	757.28	1,077.83
01/13		.	524.00	570.00	HAZARD INS.	233.28	507.83
01/13		.		63.91	PMI	233.28	443.92
02/13	190.32	190.32 *	73.68		PMI	349.92	634.24
02/13		.		63.91	PMI	349.92	570.33
03/13	190.32	* E	73.68	63.91 E	PMI	466.56	506.42

FREQUENTLY ASKED QUESTIONS

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REMITTER

Apr 25, 2013

OCWEX

\$513.84

Pay Exactly Five Hundred Thirteen and 84/100*****



42 Plaza Dr.
P.O. Box 1067
Travelers Rest, SC 29690
(864) 834-9031
www.bankoftravelersrest.com

NOT NEGOTIABLE

The customer procuring the Personal Money Order form, corresponding in number and amount to that shown hereon, agrees to insert thereon in ink, the date, payee, his/her signature and address and assumes responsibility for all events made possible by his/her failure to do so.

SAVE THIS COPY FOR YOUR RECORD

7012 3460 0002 2825 4479

Sent To
Street, Apt. No.
or P.O. Box
City, State, Zip

Postage	\$	20.44
Certified Fee		2.16
Return Receipt Fee (Endorsement Required)		0.50
Restricted Delivery Fee (Endorsement Required)		50.00
Total Postage & Fees	\$	66.11
04/25/2013		

For delivery information visit our website at www.usps.com

U.S. Postal Service™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

OCWEX
P.O. Box 6440
Carol Stream, IL
60197-6440

2. Article Number

(Transfer from service)

7012 3460 0002 2825 4479

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Address

B. Received by (Printed Name)

Signature

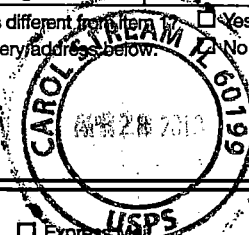
C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below.

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Thanks for your business!
Have a Great Day!

All items credited
subject to payment.

Account # [REDACTED]
DDA Withdrawal 514.84

Bank of
Travelers Rest
Pelham Road
(864) 834-9031
Br# 7 TL# 4 Seq# 28
04/25/2013 12:47 PM

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NMLS #: 1852
NC Permit No. 3946

CUSTOMER CARE CENTER 1-800-746-2936

Your call may be recorded for the training and development of our associates.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

1MB 02925/002925/005857 0015 2 ACQ57A

NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146



Account Number:
Account Statement Date:
Property Address:

6 Azalea Ct
Greenville SC 29615

04/15/2013

CURR

Page 1

Special Notices

IMPORTANT DATE REMINDER: July 31, 2013! Protect your home and your budget (up to \$15,000!). Return the enclosed TotalProtect Reply Card by July 31, 2013 or before. Please read the enclosed information for details.

Reduce your financial burden when your home is impacted by a disaster or you involuntarily lose your job. Let First Protector pay your mortgage for you. Visit www.OcwenFirstProtector.com or call 1-877-479-3947, 8am-8pm E.T. for more information.

Account Information

| | |
|---|------------|
| * Current Principal Balance: | 71,117.00 |
| Interest Rate: | 2.00000% |
| Next Payment Due Date: | 05/01/2013 |
| Current Escrow Balance: | 760.65 |
| Interest Paid Year-To-Date: | 118.87 |
| Taxes Paid Year-To-Date: | .00 |
| Beginning Principal Balance: | 71,321.65 |
| Principal Reductions Year-To-Date: | 204.65 |
| Deferred Principal Balance: | 60,000.00 |
| Escrow Deposits/Adjustments Year-To-Date: | 760.65 |
| Recently Assessed Amounts: | |
| 03/03/13 Prior Servicer Fees: | 55.00 |

*This is the principal balance only, not the amount required to pay your account in full.

Details of Amount Due

| | |
|------------------------------------|--------------|
| Current Amount Due: | |
| Principal: | 204.9 |
| Interest: | 118.9 |
| Escrow: | 179.6 |
| Current Amount Due by 05/01/13: | 503.4 |
| Assessed Fees/Expense Outstanding: | |
| Prev-Prior Servicer Fees: | 55.0 |
| Total Fees/Expense Outstanding: | 55.0 |
| Total Amount Due: | 558.4 |

Recent Account Activity

| Date | Description | Principal | Interest | Escrow | Optional | Late Charges | Fees/Other | Suspense | Total |
|----------|-------------|-----------|----------|--------|----------|--------------|------------|----------|--------|
| 04/02/13 | Payment | 204.65 | 118.87 | 190.32 | | | | | 513.84 |

Important Messages

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. To obtain information about your rights under the Fair Credit Reporting Act go to www.ftc.gov/credit.

If you are currently in bankruptcy or if you have filed for bankruptcy since obtaining this loan, please read the bankruptcy information provided on the back of this statement.

Please note that your monthly payment amount has changed to \$503.14 effective 05/01/2013. Further detail regarding the reason for this change will be included in a separate letter.

FOLD AND
DETACH HERE

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT IN THE ENCLOSED ENVELOPE WITH ADDRESS VISIBLE.
PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT • ALWAYS WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

FOLD AND
DETACH HERE

002925/005857 ACO57A S1-ET-M1-C

[illegible]

Payment Coupon



RETURN SERVICE ONLY
Please do not mail payments to this address
P.O. Box 619063
Dallas, TX 75261-9063

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT



1-764-80655-0000593-001-1-000-010-000-000
NEVA STEFFENS
6 AZALEA CT
GREENVILLE SC 29615-2146

CONTACT INFORMATION

Customer Care Department 1-877-304-3100
7:00am - 9:00pm CST Monday through Friday
7:00am - 4:00pm CST Saturday
Web site: www.gohomeward.com

Statement Date: 02/28/2013
Payment Due Date: 04/01/2013
Account Number: [REDACTED]

PAYMENT INFORMATION

ACCOUNT NUMBER: 0030906929
ANALYSIS DATE: 02/27/2013

| | PRESENT PAYMENT | NEW PAYMENT
effective 05/01/2013 |
|----------------------|-----------------|-------------------------------------|
| Principal & Interest | \$323.52 | \$323.52 |
| Escrow Deposit | \$190.32 | \$184.56 |
| Surplus | \$0.00 | -\$4.94 |
| Optional Insurance | \$0.00 | \$0.00 |
| Other | \$0.00 | \$0.00 |
| Subsidy | \$0.00 | \$0.00 |
| Total | \$513.84 | \$503.14 |

COMING YEAR ESCROW PROJECTIONS

Under Federal Law, your lowest monthly balance in the next twelve months should not exceed \$241.30 or 1/6th of total anticipated payments from the account, unless your mortgage contract or State law specifies a lower amount. Your actual lowest monthly balance was \$443.92. Your current projected low balance is \$270.92. Your required low balance is \$241.30, creating a surplus of \$29.62. The items with an asterisk in your account history may explain this. For further explanations, please call 877-304-3100 or write to P.O. Box 631730, Irving, TX 75063-1730.

| NEW ESCROW DEPOSIT BREAKDOWN | |
|------------------------------|-------------------|
| ESCROW ITEM | ANNUAL EXPENSE |
| Mortgage Ins Disb | \$766.92 |
| County Tax Disb | \$877.76 |
| Haz Ins Disb | \$570.00 |
| TOTAL | \$2,214.68 |
| | |
| ESCROW ITEM | MONTHLY DEPOSIT* |
| Mortgage Ins Disb | \$63.91 |
| County Tax Disb | \$73.15 |
| Haz Ins Disb | \$47.50 |
| TOTAL | \$184.56 |

* The figures in this section are based on a division by twelve to get your monthly total and may be rounded up or down to the nearest penny.

| YOUR ESCROW ACCOUNT PROJECTION | | | | | |
|--------------------------------|----------------------|-------------------------|-------------|----------------------|---------------------|
| MONTH | PAID IN
TO ESCROW | PAID OUT
FROM ESCROW | DESCRIPTION | PROJECTED
BALANCE | REQUIRED
BALANCE |
| Escrow Account Balance | | | | 632.83 | 603.21 |
| May-13 | 184.56 | 63.91 | PMI | 753.48 | 723.86 |
| Jun-13 | 184.56 | 63.91 | PMI | 874.13 | 844.51 |
| Jul-13 | 184.56 | 63.91 | PMI | 994.78 | 965.16 |
| Aug-13 | 184.56 | 63.91 | PMI | 1,115.43 | 1,085.81 |
| Sep-13 | 184.56 | 63.91 | PMI | 1,236.08 | 1,206.46 |
| Oct-13 | 184.56 | 63.91 | PMI | 1,356.73 | 1,327.11 |
| Nov-13 | 184.56 | 63.91 | PMI | 1,477.38 | 1,447.76 |
| Dec-13 | 184.56 | 63.91 | PMI | 1,598.03 | 1,568.41 |
| Dec-13 | .00 | 877.76 | COUNTY TAX | 720.27 | 690.65 |
| Jan-14 | 184.56 | 63.91 | PMI | 840.92 | 811.30 |
| Jan-14 | .00 | 570.00 | HAZARD INS. | 270.92 | 241.30 |
| Feb-14 | 184.56 | 63.91 | PMI | 391.57 | 361.95 |
| Mar-14 | 184.56 | 63.91 | PMI | 512.22 | 482.60 |
| Apr-14 | 184.56 | 63.91 | PMI | 632.87 | 603.25 |

NOTICE:

Homeward Residential, Inc. is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, in the event the debt has been discharged pursuant to or the addressee or recipient is under the protection of federal bankruptcy law, this communication is solely for informational purposes and is not an attempt to collect a debt. If a bankruptcy proceeding is pending, please continue to make payments in accordance with any bankruptcy payment arrangement or advice of counsel.



SEE REVERSE SIDE FOR
ADDITIONAL INFORMATION



ESCROW SURPLUS UNDER \$50

Your escrow account has a surplus of \$29.62. This amount has been prorated over a 6 month period and reduces your monthly payment by \$4.94.

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Loan Number: [REDACTED]

ESCROW ACCOUNT HISTOR

Date: 02/27/2013

- This statement itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. The projections from your previous escrow analysis are to the left of the actual payments, disbursements and escrow balance. By comparing the actual escrow payments to the previous projections listed, you can determine where a difference may have occurred.
- An asterisk (*) indicates a difference from the projected activity in either the amount or date.
- When applicable, the letter "E" beside an amount indicates that a payment or disbursement has not yet occurred but is estimated to occur as shown.
- Your projected low point may or may not have been reached based on one or more of the following factors:

PAYMENT(S)

- Monthly payment(s) received earlier OR later than expected
- Monthly payment(s) received were less than OR greater than expected
- Previous overage was returned to escrow
- Previous shortage not paid in full

TAXES

- Tax rate and/or assessed value changed
- Exemption status lost or changed
- Supplemental/Delinquent tax paid
- Tax bill paid earlier OR later than expected
- Tax installment not paid
- Tax refund received
- New tax escrow requirement paid

INSURANCE

- Premium changed
- Coverage changed
- Additional premium paid
- Insurance bill paid earlier OR later than expected
- Premium was not paid
- Premium refund received
- New insurance escrow requirement paid
- Lender placed insurance premium paid

Homeward Residential, Inc. does not recognize property tax deferrals, repayment plans, or third-party property tax lien transfers and will take the necessary action to pay your property taxes to ensure that our mutually vested interest in your property is not at risk. These programs create a lien on your property that takes precedence over the mortgage lien in most cases and may result in interest at a high rate owed to the tax collector or a third party, payable over the course of the repayment plan or at the expiration of the deferral period. If you are having trouble making your loan payments and are considering or participating in one of these programs, please contact Homeward Residential, Inc. at 1-877-304-3100 so that we may offer you assistance.

| MONTH | PAYMENTS TO ESCROW | | DISBURSEMENTS FROM ESCROW | | DESCRIPTION | ESCROW BALANCE | |
|-------|--------------------|----------|---------------------------|---------|-------------------|----------------|----------|
| | PROJECTED | ACTUAL | PROJECTED | ACTUAL | | PROJECTED | ACTUAL |
| | | | | | BEGINNING BALANCE | 699.85 | 890.17 |
| 06/12 | 190.32 | 190.32 * | 73.68 | | PMI | 816.49 | 1,080.49 |
| 06/12 | | * | | 73.68 | PMI | 816.49 | 1,006.81 |
| 07/12 | 190.32 | 190.32 * | 73.68 | | PMI | 933.13 | 1,197.13 |
| 07/12 | | * | | 63.91 | PMI | 933.13 | 1,133.22 |
| 08/12 | 190.32 | 190.32 * | 73.68 | | PMI | 1,049.77 | 1,323.54 |
| 08/12 | | * | | 63.91 | PMI | 1,049.77 | 1,259.63 |
| 09/12 | 190.32 | * | 73.68 | | PMI | 1,166.41 | 1,259.63 |
| 09/12 | | * | | 63.91 | PMI | 1,166.41 | 1,195.72 |
| 10/12 | 190.32 | 380.64 * | 73.68 | | PMI | 1,283.05 | 1,576.36 |
| 10/12 | | * | | 63.91 | PMI | 1,283.05 | 1,512.45 |
| 11/12 | 190.32 | 190.32 * | 73.68 | | PMI | 1,399.69 | 1,702.77 |
| 11/12 | | * | | 63.91 | PMI | 1,399.69 | 1,638.86 |
| 12/12 | 190.32 | 190.32 * | 73.68 | | PMI | 1,516.33 | 1,829.18 |
| 12/12 | | * | 875.69 | 877.76 | COUNTY TAX | 640.64 | 951.42 |
| 12/12 | | * | | 63.91 | PMI | 640.64 | 887.51 |
| 01/13 | 190.32 | 190.32 * | 73.68 | | PMI | 757.28 | 1,077.83 |
| 01/13 | | * | 524.00 | 570.00 | HAZARD INS. | 233.28 < | 507.83 |
| 01/13 | | * | | 63.91 | PMI | 233.28 | 443.92 < |
| 02/13 | 190.32 | 190.32 * | 73.68 | | PMI | 349.92 | 634.24 |
| 02/13 | | * | | 63.91 | PMI | 349.92 | 570.33 |
| 03/13 | 190.32 | * E | 73.68 | 63.91 E | PMI | 466.56 | 506.42 |

FREQUENTLY ASKED QUESTIONS

Homeward Residential, Inc. is providing you with this statement as a detailed analysis of the activity to your escrow account. Deposits into your escrow account are included in your monthly mortgage payment and those sums are held in reserve for future disbursements for your property taxes and/or insurance.

Q. Why do escrow deposits change?

When changes in your taxes and/or insurance occur or your escrow account is short, your escrow deposit will adjust resulting in a new monthly payment.

Q. How often are escrowed loans analyzed?

Homeward Residential analyzes contractually current escrowed loans once every 12 months to determine the appropriate monthly escrow deposit. Additional analysis or payment adjustments may be necessary when significant changes in disbursement amounts of escrowed items occur.

Q. What does an analysis reveal?

An analysis determines if adjustments need to be made to the escrow deposit based on escrow disbursements in an upcoming year. If Homeward Residential has disbursed an amount higher than anticipated for any escrowed item(s), generally a shortage is created and a payment coupon will accompany the analysis. If Homeward Residential disbursed an amount lower than anticipated for any escrowed item(s), generally an overage is created and a check may accompany the analysis.

Q. Is a cushion (excess funds) in an escrow account necessary?

Yes, Homeward Residential requires a two month escrow cushion where permitted by state law, to cover unanticipated increases in the following year's tax and insurance bills.

Q. How is a shortage collected?

A shortage is collected over a 12 month period.

Q. How can you get additional information on your escrow account?

If you need more information, please contact us at 1-877-304-3100 or visit our web site at www.gohomeward.com.



www.ocwen.com

Account Statement

Account Number:
Account Statement Date: 03/05/2013
Property Address:
 6 Azalea Ct
 Greenville SC 29615

NMLS #: 1852
 NC Permit No. 3946

CUSTOMER CARE CENTER 1-800-746-2936

Your call may be recorded for the coaching and development of our associates.

CURR

Page 1

Special Notices

Looking for ways to reduce your homeowners insurance cost?
 Consider increasing your deductible. First Protector will pay it for
 you, up to \$1,000. Visit www.OcwenFirstProtector.com or call
 1-800-349-9756, 8am-8pm E.T. for more information.

1MB 03533/003533/004043 0012 1 ACQ05E

NEVA STEFFENS
 6 AZALEA CT
 GREENVILLE SC 29615-2146

**Account Information**

| | |
|---|------------|
| * Current Principal Balance: | 71,321.65 |
| Interest Rate: | 2.00000% |
| Next Payment Due Date: | 04/01/2013 |
| Current Escrow Balance: | 570.33 |
| Interest Paid Year-To-Date: | .00 |
| Taxes Paid Year-To-Date: | .00 |
| Beginning Principal Balance: | 71,321.65 |
| Deferred Principal Balance: | 60,000.00 |
| Escrow Deposits/Adjustments Year-To-Date: | 570.33 |
| Recently Assessed Amounts: | |
| 03/03/13 Prior Servicer Fees: | 55.00 |

*This is the principal balance only, not the amount required to pay your account in full.

Details of Amount Due

| | |
|------------------------------------|---------------|
| Current Amount Due: | |
| Principal: | .00 |
| Interest: | 118.87 |
| Escrow: | 190.32 |
| Current Amount Due by 04/01/13: | 309.19 |
| Assessed Fees/Expense Outstanding: | |
| Curr-Prior Servicer Fees: | 55.00 |
| Total Fees/Expense Outstanding: | 55.00 |
| Total Amount Due: | 364.19 |

Recent Account Activity

| Date | Description | Principal | Interest | Escrow | Optional | Late Charges | Fees/Other | Suspense | Total |
|--------------------------------------|-------------|-----------|----------|--------|----------|--------------|------------|----------|-------|
| No transactions since last statement | | | | | | | | | |

Important Messages

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. To obtain information about your rights under the Fair Credit Reporting Act go to www.ftc.gov/credit.

If you are currently in bankruptcy or if you have filed for bankruptcy since obtaining this loan, please read the bankruptcy information provided on the back of this statement.

Due to the status of your loan, fee(s) or charge(s) have recently been added. Please review the enclosed fee description page for explanation of these and any other fee(s) or charge(s).

Please note that your monthly payment amount has changed to \$298.49 effective 05/01/2013. Further detail regarding the reason for this change will be included in a separate letter.

FOLD AND
DETACH HERE

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT IN THE ENCLOSED ENVELOPE WITH ADDRESS VISIBLE.
PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT - ALWAYS WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

FOLD AND
DETACH HERE

003533/004043 ACQ05E S1-ET-M1-C001

010590549230 00000000000000000000000005942 000007140102349 50 000364195



OCWEN

Payment Coupon

Account Number Neva Steffens

☐ Check for change of information
and see reverse side of coupon.

| | | |
|---|----|--------|
| AMOUNT DUE | \$ | 364.19 |
| If Received after 04/17/2013 add Late Charge of: | \$ | 5.94 |
| Total Amount Due with Late Charge: | \$ | 370.13 |
| Note: If your loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal. | | |
| Additional Principal: | \$ | |
| Additional Escrow: | \$ | |
| Late Charges: | \$ | |
| Other: (Please Specify) | \$ | |
| Total Enclosed: | \$ | |



OCWEN
 PO BOX 6440
 CAROL STREAM IL 60197-6440

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Visit our website 24 hours a day at www.ocwen.com

IMPORTANT PHONE NUMBERS

Using a touch-tone phone, you have quick and easy access to your account information by dialing 1-800-746-2936. Your call may be recorded for the training and development of our associates.

| | |
|--------------------------------------|--|
| Customer Care Center: 1-800-746-2936 | Monday - Friday: 8:00 am to 9:00 pm, Saturday: 8:00 am to 5:00 pm and Sunday: 12:00 pm to 9:00 pm ET |
| Tax Department: 1-800-746-2936 | Monday - Friday: 8:00 am to 9:00 pm, Saturday: 8:00 am to 5:00 pm and Sunday: 12:00 pm to 9:00 pm ET |
| Homeowners Insurance: 1-866-825-9265 | Monday - Friday: 9:00 am to 6:30 pm ET |

PAYMENT ADDRESS

Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

Make checks payable to Ocwen Loan Servicing, LLC.
Do not send correspondence with your payment,
and ensure that your Ocwen account number, name,
and property address are written on the front of your
check or money order.

CORRESPONDENCE ADDRESSES

Please address all correspondence to Ocwen Loan Servicing, LLC to the attention of the appropriate department. Be sure to include your Ocwen account number, name and property address.

Insurance Department (For Providing Hazard, Property & Flood Documentation):
P.O. Box 6723, Springfield, OH 45501-6723

Insurance Claim Department (For the Filing & Processing of Property Insurance Claims): P.O. Box 6501, Springfield, OH 45501

Property Tax Department: P.O. Box 24665, West Palm Beach, FL 33416-4665

Research Department (For Qualified Written Requests):
P.O. Box 24736, West Palm Beach, FL 33416-4736

Customer Service Department (General Inquiries or Comments):
P.O. Box 24738, West Palm Beach, FL 33416-4738

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose.

OCWEN FEE STRUCTURE*

Loan Documents:

| | |
|--|---------|
| Collateral (Mortgage, Note and Riders) | \$30.00 |
| Individual documents | \$15.00 |
| Payment History (free on www.ocwen.com) | \$ 5.00 |
| Verification of Mortgage (free on www.ocwen.com) | \$10.00 |
| Amortization Schedule (free on www.ocwen.com) | \$15.00 |

Payments (Western Union® Speedpay®):

| | |
|---|---------|
| Website (pay before or within 5 days of due date) | FREE |
| Website (pay 5 days or more after due date) | \$10.00 |
| Automated Phone System | \$12.00 |
| Agent Assistance | \$19.50 |
| Returned Check Fee | \$25.00 |

* These fees are subject to change and may not apply in all instances, depending upon applicable laws.

IMPORTANT PAYMENT REMINDERS

- To expedite the posting of your payment, you may use our Automated Phone System to pay by phone (\$12.00 fee) or Ocwen's website at www.ocwencustomers.com to make a payment online (\$10.00 fee). See Payment Options section for additional details.
- Avoid late charges by making payments for the exact coupon amount on or before the due date. Please allow 7 to 10 days for delivery. Postal delays will not prevent late charges for payments received after the grace period.
- To ensure prompt handling of your payment, please enclose your statement coupon with your check. The processing of your payment may be delayed if you send correspondence with your payment or if you send your payment to an address other than the address listed above.
- Payments will be posted Monday through Friday only, excluding holidays.
- If for any reason you are unable to make a payment when it is due, please contact the Customer Care Center at 1-800-746-2936 or visit our website at www.ocwencustomers.com and select the President's Foreclosure Prevention Plan link where you can download an application directly from the web if you meet the requirements.
- Ocwen Loan Servicing, LLC may report credit information to all major credit bureaus on a monthly basis. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. To view the details of how your account was reported to the credit bureaus, please visit Ocwen's website at www.ocwencustomers.com.

PAYMENT OPTIONS

Pay by Phone – To use our convenient Western Union® Speedpay® option, call 1-800-746-2936 and simply follow the instructions within the "Automated Phone System". Please have your bank account number and routing information available. It's a quick and easy alternative to using regular mail. Agent assistance when making payments will be more costly and time consuming. See applicable fees above.

Pay via the Ocwen Website – Make your payment online by simply logging into your account on www.ocwencustomers.com with your User ID and Password. If you have not yet created a User ID and Password, click on the **New Customers** link and you will be guided through the easy process. Once logged in to your account, select **Make Payment Online** which is located on the left side of the page. See applicable fees above.

ACH (Automated Payments) – Automatic monthly payment withdrawals can now be easily setup and managed right from our website at www.ocwencustomers.com. Payments can be automatically drafted from your bank account on a monthly basis saving you time and money!

Pay via Western Union® Quick Collect® – To use this payment option, you can find the location nearest to you by calling 1-800-238-5772 or visiting www.westernunion.com and clicking on "Find A Location". At the location, please pay to name "OCWEN" and provide the loan number.

Pay via MoneyGram® ExpressPayments® – To find the location nearest you, call 1-800-MoneyGram or visit www.moneygram.com and click on "Locate MoneyGram Agent". At the agent location, please provide the clerk with your loan number, Receive Code 2355, the Company Name "OCWEN", the City Code "ORLANDO", and the State Code "FLORIDA". MoneyGram® and ExpressPayments® are registered marks of MoneyGram Payment Systems, Inc.

IMPORTANT BANKRUPTCY INFORMATION

If you or your account are subject to pending bankruptcy or the obligation referenced in this statement has been discharged in bankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt. If you have any questions regarding this statement, or do not want Ocwen to send you monthly statements in the future, please contact us at 1-888-554-6599. Bankruptcy payments from the Trustee should be mailed to Ocwen Loan Servicing, LLC, P.O. Box 24781, West Palm Beach, FL 33416-4781.

Concerned about making your annual property tax or insurance payments on time?

Open an escrow account and let Ocwen handle these important payments for you. Find out how to open an escrow account at www.ocwen.com or call the Customer Care Center at 1-800-746-2936!

OCW01CB

Change of Information: Has any of your information changed? Have you added any new contact information?

If so, please complete this form and check the box on the front of your Payment Coupon or log into your account at www.ocwen.com and update your contact information there.

Account Number: _____ Name: _____
First MI Last

New Mailing Address: _____
Street Address City State Zip Code

New Phone Numbers - Home: _____ Business: _____

Mobile/Pager: _____ E-mail Address: _____

When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day your payment is received, and you will not receive your check back from your financial institution. Call the Customer Care Center number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

NEVA STEFFENS

CIVIL ACTION COVERSHEET

Plaintiff(s) 17 PM 1-12

2013-CP-23-02794

vs.

FILED IN COURT
GREENVILLE CO. S.C.
JAN 17 2013

Owen, et. al.

Defendant(s)

Submitted By: NEVA STEFFENS, Pro Se

Address: 6 Azalea Court
Greenville, SC 29615
[Redacted]

SC Bar #:

Telephone #:

Fax #:

Other:

E-mail: Durmea86@yahoo.com

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20-CP-
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☒ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Other (799) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510) | | |

Submitting Party Signature:

Neva Steffens

Date:

May 17, 2013

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

1 American Brokers Conduit, Inc., Mortgage Electronic Registrations Systems, Inc., MERSCorp.,
2 Inc., American Home Mortgage Servicing, Inc., a/k/a Homeward Residential, American Home
3 Mortgage, American Home Mortgage Investment Trust 2006-1, Wells Fargo National
4 Association, Master Servicer and Securities Administrator, and Deutsche Bank National Trust
5 Co. as putative trustee therefore, CitiBank, N.A. successor by merger to CitiBank Federal
6 Savings Bank, Ayenkat Propensities, LLC, 6 Azalea Court, Greenville, South Carolina, Jason
7 Dillard, John & Mary Does 1-1000, in the Court of Common Pleas, Thirteenth Judicial Circuit
8 Court, County of Greenville, Case No. _____ regarding the following described real
9 property.

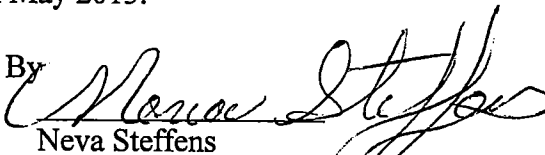
10
11 All that certain piece, parcel, or lot of land, lying and being in the State of South
12 Carolina, County of Greenville, being known and designated as Lot 9 on a Plat of Section 2
13 North Gardens recorded in the ROD Office for Greenville County in Plat Book EE at Page 103.
Reference is hereby made to said Plat for a more complete and accurate metes and bounds
description thereof.

14 Derivation: This being the same property conveyed to Jason Dillard herein by Deed of
15 Michael W. Fortner dated May 4, 2004 and recorded in the ROD Office for Greenville County
16 on May 19, 2004 in Book 2089 at Page 676. T.M.S. #0279.00-02-024.00.

17 I claim that the interest claimed by Deutsche Bank National Trust Company, as Trustee
18 for GSAA Home Equity Trust 2006-10, Trust 2006-10, Asset-Backed Certificates, Series 2006-
19 10 and Deutsche Bank National Trust Co. as putative trustee therefore,, as recorded in the
20 Registrar of Deeds Office is without basis based upon a broken chain of title; and that therefore
21 its continuing attempt to accept payments and illegal fees through Ocwen Loan Servicing, LLC
and threats to foreclose and sell the property aforescribed is without basis in law under the
property laws of the State of South Carolina.

22 Witness my signature this 17 day of May 2013.

23 By

24 

25 Neva Steffens

26 6 Azalea Court
27 Greenville, SC 29615
28 Phone No. 864-241-8602
Email :Burmese8@yahoo.com

Notary Public

State of South Carolina

151

1 **Neva Steffens**
2 6 Azalea Court
3 Greenville, South Carolina 29615
4 Phone No. 864-241-8602
5 Email Burmese8@yahoo.com

6 **STATE OF SOUTH CAROLINA**
7 **IN THE COURT OF COMMON PLEAS**
8 **THIRTEENTH JUDICIAL CIRCUIT**
9 **COUNTY OF GREENVILLE**

10 Neva Steffens

11 Plaintiff,

12 vs.

13 Ocwen Loan Servicing, LLC, American
14 Brokers Conduit, Inc., Mortgage Electronic
15 Registrations Systems, Inc., MERS Corp.,
16 Inc., American Home Mortgage Servicing,
17 Inc. aka Homeward Residential, American
18 Home Mortgage, American Home
19 Mortgage Investment Trust 2006-1, Wells
20 Fargo National Association, Master
21 Servicer and Securities Administrator,
22 Deutsche Bank National Trust Company,
23 as Trustee for GSAA Home Equity Trust
24 2006-10, Trust 2006-10, Asset-Backed
25 Certificates, Series 2006-10 and Deutsche
26 Bank National Trust Co. as putative trustee
27 therefore, CitiBank, N.A. successor by
28 merger to CitiBank Federal Savings Bank,
Ayenkat Propensities, LLC, 6 Azalea
Court, Greenville, South Carolina, Jason
Dillard, John & Mary Does 1-1000,

Defendants.

I, Neva Steffens, state upon my oath, that I have filed a lawsuit with regard to the
property herein below described, entitled Neva Steffens vs. Ocwen Loan Servicing, LLC,

Case No.: 2013-CP-23-02794

NOTICE OF PENDENCY OF ACTION
(LIS PENDENS) IN QUIET TITLE
ACTION AND FOR BREACH OF
CONTRACT

FILED
CLERK OF COURT
GREENVILLE, S.C.
2013 MAY 17 PM 1:09

1 County of Greenville

2 On this ____ day of May, 2013, Neva Steffens personally appeared before me and executed
3 this Notice of Lis Pendens in my presence. I can further affirm that the signature of Neva
4 Steffens appears hereon as an act of free will.

5 M. A. Thompson

6 Notary Public – My Commission expires Aug 18 2014

7 Dated this

8
9 **VERIFICATION**



11 To the Honorable Common Pleas Court Judge:

12
13 Now comes Plaintiff, Neva Steffens, 6 Azalea Court, Greenville, South Carolina 29615, and
14 hereby states under oath and subject to all penalties of perjury that all facts presented in this Motion
15 for Extension of Time are true and correct; that these claims are warranted by existing law and that
16 these allegations have evidentiary support, after a reasonable opportunity is allowed for discovery
17 and investigation.

18
19 Plaintiff has never been sanctioned by a court for filing a frivolous or malicious lawsuit.
20 Plaintiff is aware that any false or deliberately misleading statements may result in sanctions.
21 Plaintiff is aware that sanctions may be monetary or involve dismissal of this action with prejudice.
22 Plaintiff is aware that if she moves, she must keep the Court informed of her current address, and
23 failure to keep the court informed can result in dismissal.

24 Neva Steffens

25 Neva Steffens
26
27 6 Azalea Court
28

STATE OF SOUTH CAROLINA,)

COUNTY OF GREENVILLE)

Neva Steffens)

Plaintiff,)

vs.)

Ocwen Loan Servicing, LLC, et al.)

Defendant.)

IN THE COURT OF COMMON PLEAS

2013 MAY 17 PM 1:09

SUMMONS

FILED - CLERK OF COURT

GREENVILLE CO. S.C.

2013 MAY 17 PM 1:09

FILE NO.

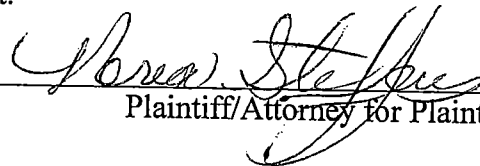
2013-CP-23- 2194

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Greenville, South Carolina

Dated: May 13, 2013



Plaintiff/Attorney for Plaintiff

Address: 6 Azalea Court
Greenville, South Carolina 29615

9/26/12

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Neva Steffens,

Plaintiff,

v.

Ocwen Loan Servicing, LLC,
American Brokers Conduit, Inc.,
Mortgage Electronic Registration
Systems, Inc., MERSCorp., Inc.,
American Home Mortgage Servicing,
Inc., a/k/a Homeward Residential,
American Home Mortgage Investment
Trust 2006-1, Wells Fargo National
Association, Master Servicer and
Securities Administrator, Deutsche
Bank National Trust Company, as
Trustee for GSAA Home Equity
Trust 2006-10, Trust 2006-10,
Asset-Backed Certificates, Series
2006-10 and Deutsche Bank National
Trust Co. as putative trustee therefore
CitiBank, N.A. successor by merger
to CitiBank Federal Savings Bank
Ayenkat Propensities, LLC, 6 Azalea
Court, Greenville, South Carolina,
Jason Dilliard, John & Mary Does
1-1000,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2013-CP-23-02794

(18)

**DEFENDANTS' ANSWER TO
PLAINTIFF' AMENDED
COMPLAINT**

Defendants Ocwen Loan Servicing, LLC ("Ocwen"), Mortgage Electronic Registration Systems, Inc. ("MERS"), MERSCorp, Inc. ("MERSCorp"), American Home Mortgage Servicing, Inc. n/k/a Homeward Residential ("AHMSI") and Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-10, Trust 2006-10, Asset-Backed

Certificates, Series 2006-10¹ ("Deutsche Bank") (collectively "Defendants"), by and through the undersigned counsel, hereby file their Answer to Plaintiff's Amended Complaint (the "Complaint") as follows:

FOR A FIRST DEFENSE AS TO FACTUAL ALLEGATIONS

1. All allegations of wrongdoing by Defendants contained in the Complaint are denied.

2. Defendants object to Plaintiff's request for a jury trial. There is no right to a jury trial on any equitable claim. *See Allen Bros. Milling Co. v. Adums*, 233 S.C. 416, 420, 105 S.E.2d 257, 258 (1958). The allegations contained in the Complaint are all of an equitable nature; therefore, the entire matter is triable by the court without a jury. *C & S Real Estate Servs. v. Massengale*, 290 S.C. 299, 301, 350 S.E.2d 191, 193 (1986).

3. As to the unnumbered paragraphs in the preamble to the Complaint, Defendants admit that Ocwen is the current servicer of Plaintiff's Loan and Deutsche Bank is the current owner of the Loan. Defendants deny the remaining allegations contained in those paragraphs.

4. As to Paragraph 1, Defendants admit that this Court has jurisdiction over this matter. The remaining allegations in Paragraph 1, if any, are denied.

5. Defendants admit the allegations contained in Paragraph 2.

6. Defendants have insufficient knowledge to either admit or deny the allegations contained in Paragraph 3; therefore, the allegations are denied.

7. Defendants have insufficient knowledge to either admit or deny the allegations contained in Paragraph 4; therefore, the allegations are denied.

¹ Deutsche Bank National Trust Company is named twice in the amended complaint, as trustee of the above-mentioned trust and simply as "trustee." This answer is filed on behalf of both named instances.

8. Defendants have insufficient knowledge to either admit or deny the allegations contained in Paragraph 5; therefore, the allegations are denied.

9. Defendants admit the allegations contained in Paragraph 6.

10. Paragraph 7 contains a fragment of a sentence that Defendants can neither admit nor deny. To the extent Paragraph 7 contains any allegations, Defendants deny those allegations.

11. As to the allegations contained in Paragraph 8, Defendants admit that Mortgage Registration Systems, Inc. was at all times a resident of a state other than South Carolina. The remaining allegations in Paragraph 8, if any, are denied.

12. Defendants admit the allegations contained in Paragraph 9.

13. As to the allegations contained in Paragraph 10, Defendants admit that the legal description of the property is as stated. The remaining allegations in Paragraph 10 contain a legal conclusion that Defendants can neither admit nor deny and are therefore denied. To the degree a response is required, the remaining allegations in Paragraph 10 are denied.

14. Defendants have insufficient knowledge to either admit or deny the allegations contained in Paragraph 11; therefore, the allegations are denied.

15. As to the allegations contained in Paragraph 12, Defendants admit that the referenced deed was filed in the Greenville County Register of Deeds. Defendants further state that the deed speaks for itself and deny any remaining allegations contained in Paragraph 12 that are inconsistent with the contents of the deed.

16. As to the allegations contained in Paragraph 13, Defendants admit that the referenced mortgage was filed in the Greenville County Register of Deeds. Defendants further state that the mortgage speaks for itself and deny any remaining allegations contained in Paragraph 13 that are inconsistent with the contents of the mortgage.

17. As to the allegations contained in Paragraph 14, Defendants admit that the referenced complaint was filed in the Greenville County Court of Common Pleas. Defendants further state that the complaint speaks for itself and deny any remaining allegations contained in this Paragraph 14 that are inconsistent with the contents of the complaint.

18. Defendants deny the allegations contained in Paragraph 15 of the Complaint.

19. As to the allegations contained in Paragraph 16, Defendants admit that the referenced assignment was filed in the Greenville County Register of Deeds. Defendants further admit that the prior foreclosure action was dismissed and that the parties entered into a settlement agreement. Defendants' state that the referenced assignment, dismissal, and settlement agreement speak for themselves and deny any remaining allegations contained in Paragraph 16 that are inconsistent with the contents of the such documents.

20. As to the allegations contained in Paragraph 17, Defendants admit that the referenced "corrective" assignment was filed in the Greenville County Register of Deeds. Defendants further state that the assignment speaks for itself and deny any remaining allegations contained in Paragraph 17 that are inconsistent with the contents of the assignment.

21. As to the allegations contained in Paragraph 18, Defendants admit that the quoted language is contained in S.C. Code Ann. § 30-7-10. Defendants further state that the statute speaks for itself and deny any remaining allegations contained in this paragraph inconsistent with the contents of the statute.

22. As to the allegations contained in Paragraph 19, Defendants admit that a copy of the note and mortgage are attached to the Complaint as Exhibit G. Defendants further state that the note and mortgage speak for themselves and deny any remaining allegations contained in Paragraph 19 that are inconsistent with the contents of such documents.

23. As to the allegations contained in Paragraph 20, Defendants admit that Ocwen and Homeward sent Plaintiff the correspondence attached to the Complaint at Exhibit B. Defendants further state that the correspondence speaks for itself and deny any remaining allegations contained in Paragraph 23 that are inconsistent with the contents of the correspondence. The remaining allegations in Paragraph 20 are denied.

24. Defendants deny the allegations contained in Paragraph 21.

25. Defendants deny the allegations contained in Paragraph 22.

26. Defendants deny the allegations contained in the unnumbered paragraphs with the heading entitled "Bad Faith."

27. Defendants deny the allegations contained in the unnumbered paragraph with the heading entitled "Quiet Title and Declaratory Judgment Action."

28. As to the allegations contained in Paragraph 23, Defendants admit that jurisdiction and venue are proper in Greenville County, South Carolina. The remaining allegations, if any, contained in Paragraph 23 are denied.

29. Defendants deny the allegations contained in Paragraph 24.

30. Defendants deny the allegations contained in Paragraph 25.

31. Defendants deny the allegations contained in the first "Wherefore" clause and all of its subparts. Defendants specifically deny that Plaintiff is entitled to any relief.

32. Defendants deny the allegations contained in the unnumbered paragraph with the heading entitled "Negligence and Gross Negligence Claim," if any.

33. Defendants deny the allegations contained in Paragraph 26 and all of its subparts.

34. Defendants deny the allegations contained in Paragraph 27.

35. Defendants deny the allegations contained in Paragraph 28.

- 36. Defendants deny the allegations contained in Paragraph 29.
- 37. Defendants deny the allegations contained in the second "Wherefore" clause.
- 38. Defendants deny the allegations contained in Paragraph 30.
- 39. Defendants admit the allegations contained in Paragraph 31.
- 40. Defendants deny the allegations contained in Paragraph 32.
- 41. Defendants deny the allegations contained in Paragraph 33.
- 42. Defendants deny the allegations contained in Paragraph 34.
- 43. Paragraph 35 contains a conclusion of law that Defendants can neither admit nor deny. To the degree a response is required, the allegations in Paragraph 35 are denied. As to the allegations contained in Paragraph 36, Defendants admit that there was a Settlement of Claims through the State Attorneys General. Defendants deny the remaining allegations, if any, contained in Paragraph 36.

FOR A SECOND DEFENSE

- 44. Plaintiff's Complaint fails to state a claim against Defendants upon which relief may be granted.
- 45. Some or all of Plaintiff's claims against Defendants have been released.
- 46. Some or all of Plaintiff's claims are barred by the doctrines of res judicata, claim preclusion, and issue preclusion.
- 47. Some or all of Plaintiff's claims are barred by failure of consideration.
- 48. Plaintiff's Complaint is barred in whole or in part by the doctrine of waiver.
- 49. Plaintiff's claims must fail due to Plaintiff's failure to tender amount(s) admittedly owed.

50. Plaintiff's claims are barred because one or more of the material obligations of the note and security instruments have not been satisfied.

51. Plaintiff lacks clean hands to bring an action in equity.

52. Defendants' conduct or activity conformed at all times to any and all applicable state and federal statutes, codes, and regulations.

53. Any alleged wrongful acts or omissions of Defendants, if and to the extent such acts or omissions occurred, were legally excused or justified or were not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.

54. Defendants' actions and omissions were undertaken in good faith, with the absence of malicious intent to injure Plaintiff, and constitute lawful, proper, and justified means to further the business purposes of Defendants. Any purported conduct of individuals who were or are agents of Defendants was privileged, and those individuals were and are justified in engaging in the conduct attributed to them. Defendants plead all statutory and common law privileges that may apply to their conduct and those of their agents.

55. Plaintiff is not entitled to punitive damages, and any and all excessive amounts of such damages sought violate South Carolina law and the United States Constitution, both of which set limits on the award of punitive damages.

56. Defendants claim all offsets and credits available to Defendants.

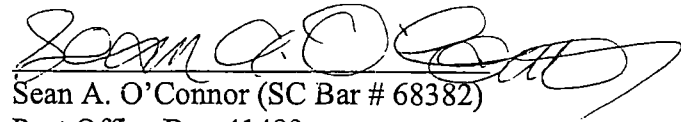
57. Defendants reserve the right to assert any defenses, affirmative defense(s), and matter(s) in avoidance as may be disclosed during the course of additional investigation and discovery.

(SIGNATURE ON FOLLOWING PAGE)

Neva Steffens v. Ocwen Loan Servicing, LLC et al.
DEFENDANTS' ANSWER TO PLAINTIFF'S
AMENDED COMPLAINT
C/A No.: 2013-CP-23-02794

Respectfully submitted,

FINKEL LAW FIRM LLC



Sean A. O'Connor (SC Bar # 68382)

Post Office Box 41489

Charleston, South Carolina 29423

T: (843) 577-5460

F: (843) 577-5135

soconnor@finkellaw.com

Attorneys for Defendants

September 26, 2013

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
)
COUNTY OF GREENVILLE) Case No(s) : 2013CP2302794
)
Neva Steffens,)
)
Plaintiff,)
)
-VS-) TRANSCRIPT OF RECORD
)
Ocwen Loan Servicing, et al)
)
Defendant.)
)

October 13-14, 2014
Greenville, South Carolina

B E F O R E:

HONORABLE ALEXANDER S. MACAULAY, Judge.

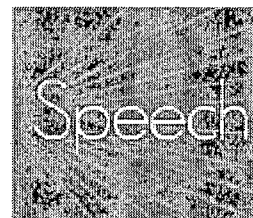
A P P E A R A N C E S:

NEVA STEFFENS, Pro Se
Plaintiff

SEAN O'CONNOR, Esquire
MICHAEL SMITH, Esquire
Attorneys for the Defendants

Teresa B. Johnson
Certified Verbatim Reporter
P.O. Box 2812
Greenville, S.C. 29602

Records are
taken and
produced via



CAT 7TM

I N D E X

October 13, 2014

| | <u>DIRECT</u> | <u>CROSS</u> | <u>REDIRECT</u> | <u>RECROSS</u> |
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COURT EXHIBITS

(No exhibits offered.)

Took
out
D-5, 6
7

P R O C E E D I N G S

(WHEREUPON, the proceedings begin on the 13th day of October, 2014 at approximately 11:26 a.m.)

(WHEREUPON, Plaintiff's Exhibits 1 through 6 are marked for identification purposes.)

(WHEREUPON, Defendant's Exhibits 1 through 9 are marked for identification purposes.)

THE COURT: All right. You want to call the roster?

THE CLERK: All right. We have case number 2013-2794, Steffens versus Ocwen?

MR. O'CONNOR: Ocwen.

THE CLERK: Ocwen.

THE COURT: All right. I understand the plaintiff is pro se. Is that correct?

MS. STEFFENS: Yes, sir.

THE COURT: You are without an attorney?

MS. STEFFENS: Yes, Your Honor. That is correct.

THE COURT: Very good.

And Mr. O'Connor?

MR. O'CONNOR: Yes, sir. Good morning, Your Honor.

THE COURT: All right. Tell me a little bit about your case. How long do you think it's

1 going to take?

2 MR. O'CONNOR: I believe there are just
3 two witnesses. We have a witness on behalf of
4 the defendant that's here. I believe Ms.
5 Steffens is just going to testify on her own
6 behalf and that will be it. I wouldn't imagine
7 it would be more than a half a day once we get
8 started.

9 THE COURT: All right. What sort of case
10 is this? I found the file but I couldn't find
11 where the pleadings were.

12 MR. O'CONNOR: It's a dispute about a
13 mortgage.

14 THE COURT: Foreclosure?

15 MR. O'CONNOR: No, sir. It's not a
16 foreclosure. It's a case that Ms. Steffens has
17 brought against the owner and the servicer of
18 her loan.

19 THE COURT: I understand. All right. Do
20 you agree with that, Ms. Steffens, that it will
21 be about a day or so?

22 MS. STEFFENS: Yes, sir.

23 THE COURT: Or so?

24 MS. STEFFENS: Yes, Your Honor.

25 THE COURT: Less than a day or more than?

1 **MS. STEFFENS:** Well, I think it would be a
2 little less than a day.

3 **THE COURT:** Okay. All right. Any -- I have
4 some voir dire from the defendant but I didn't
5 have any voir dire -- do you have any questions
6 for the jury?

7 **MS. STEFFENS:** I would like to be able to
8 show an exhibit.

9 **THE COURT:** Not to the jury until they are
10 qualified.

11 **MS. STEFFENS:** Even if it's been marked?

12 **THE COURT:** That's fine. As to my question
13 -- what is the --

14 **MS. STEFFENS:** Document?

15 **THE COURT:** Yes. What is the -- what do
16 you want to find out about? Voir dire is just
17 to determine whether or not the jury knows
18 anything about the case and that's why you
19 don't start trying the case. It's not going to
20 be your questions. The Court's going to ask the
21 questions.

22 **MS. STEFFENS:** I see.

23 **THE COURT:** What are you concerned about?

24 **MS. STEFFENS:** Well, I have an assignment
25 of mortgage.

1 THE COURT: Uh-huh.

2 MS. STEFFENS: And it's a document --

3 THE COURT: You just want to ask if any
4 member of the jury panel has ever had an
5 assignment of mortgage?

6 MS. STEFFENS: Yes.

7 THE COURT: All right. We'll do that.
8 Anything else?

9 MS. STEFFENS: No.

10 (WHEREUPON, there is a pause.)

11 THE COURT: Is it Neva?

12 MS. STEFFENS: Yes.

13 THE COURT: Neva Steffens.

14 MS. STEFFENS: Neva Steffens.

15 THE COURT: All right. Neva Steffens,
16 plaintiff, versus Ocwen Loan Servicing, LLC, et
17 al, 2013-CP-23-2794. I have requested to send
18 up -- is it 45 that we have?

19 THE CLERK: 42.

20 THE COURT: -- 42 jurors from the panel
21 for selection. I might note that if we have one
22 -- I think both the plaintiff and the defendant
23 do have a strike sheet now. Is that correct,
24 Ms. Steffens?

25 MS. STEFFENS: Yes.

1 **THE COURT:** Is that correct?

2 **MR. O'CONNOR:** Yes, sir, Your Honor.

3 **THE COURT:** So if we had to strike one on
4 the strike sheet, rather than insert anybody
5 in, you will just ignore that -- we'll strike
6 through the name and ignore that strike for
7 that number when you do your strikes. That
8 could end up with, for example, if you have to
9 strike 2, it falls down to 22 for the strikes
10 on the, uh, the actual jury.

11 You do understand, Ms. Steffens, that you
12 have four strikes? You go first, and then the
13 defendant strikes and then you go for your
14 second strike and the defendant goes for his
15 second. It's alternatively.

16 **MS. STEFFENS:** Yes.

17 **THE COURT:** But you will strike them from
18 the first 20 names that remain on your strike
19 sheet. Also I would think at least one
20 alternate. What do you say, Ms. Steffens? In
21 other words, if somebody -- if this case should
22 go more than one day, somebody would have a
23 problem and not be able to proceed the second
24 day. We might have less than 12 on the jury. Of
25 course, if we have one alternate, we move the

1 alternate to the jury. But would you be willing
2 to go less than 12 if, say, two would happen to
3 catch the flu or something like that.

4 **MS. STEFFENS:** We would have two
5 alternatives?

6 **THE COURT:** Well, I'm going to have one
7 alternate at first. But I guess we'll have two
8 alternates. Even if two were gone, would you be
9 willing to go with 11?

10 **MS. STEFFENS:** Yes.

11 **THE COURT:** Would the defendant be willing
12 to go with less than 12?

13 **MR. O'CONNOR:** Yes, sir. No objection.

14 **THE COURT:** All right. So we will have
15 two. On the alternates, Ms. Steffens, each of
16 you get, both the plaintiff and the defense
17 gets one strike. Again, the plaintiff goes
18 first and then the defendant.

19 The strikes will come from the -- the first
20 alternate will be the next three after the
21 strikes on the other jury. In other words, you
22 don't go all the way down to 42. You take the
23 first 20 that are remaining on the strike
24 sheet. Four strikes each, so eight strikes.
25 Then the next three would be for the first

1 alternate. The next three for the second. All
2 right. Any questions from the plaintiff before
3 we bring the jury panel in?

4 **MS. STEFFENS:** Are we starting with the
5 first on the list?

6 **THE COURT:** Yes, ma'am. Well, you can go
7 through. If you notice, they have -- to the
8 right, they have plaintiff and defendant and
9 then court. That's where you will indicate your
10 strikes.

11 **MS. STEFFENS:** Okay.

12 **THE COURT:** What will happen is when you
13 finish your strikes or finish marking the
14 strikes that you want -- now, these are the
15 ones that you will want to strike and you only
16 do it after we are ready to strike the jury.
17 Then you will announce it using the numbers on
18 the left, not the jury numbers, but the numbers
19 on the left. If you strike, say Plaintiff
20 strikes number 9, that would be Camfield. You
21 see what I'm talking about?

22 **MS. STEFFENS:** Yes, Your Honor.

23 **THE COURT:** All right. And then the
24 defendant will strike the first strike, number
25 15, Parker-Sawyer. You won't name -- you won't

1 use the names. You just use the number, and the
2 number on the left. All right. Anything else?

3 We'll give you some time. After we've
4 qualified the jury, we'll give you some time to
5 look at the list. I do hope you will be
6 familiar with the list so that we can do that
7 rather expeditiously. All right. Anything else
8 from the plaintiff before we bring the jury
9 panel in?

10 **MS. STEFFENS:** No, Your Honor.

11 **THE COURT:** Anything from the defense?

12 **MR. O'CONNOR:** No, sir, Your Honor.

13 **THE COURT:** All right. Ask the jury to
14 join us.

15 **(WHEREUPON, the jury panel enters at approximately**
16 **11:39 a.m.)**

17 **THE COURT:** Well, it is still is. Good
18 morning, Ladies and Gentlemen. My name is Alex
19 Macauley. I am one of the resident circuit
20 judges in the 10th judicial circuit, which
21 includes Anderson county and my home county of
22 Oconee. I've been assigned to Greenville county
23 this week for a term of Commons Please court.

24 A lawsuit is a civilized method of
25 determining disputes between citizens. Our

1 purpose here is to resolve in an orderly manner
2 disputes between citizens who have cases in
3 this court in a fashion which will ensure that
4 justice under the law is accomplished between
5 the parties of the lawsuit.

6 Now, the trial of the case begins with
7 selection of the jury. All parties to a lawsuit
8 are entitled to jurors who approach the case
9 with an open mind. I'll be asking questions of
10 the entire jury panel. A trial jury must be as
11 free as humanly possible from any bias,
12 prejudice or sympathy for either side or any
13 party and free from any preconceived ideas on
14 the facts of the case or the law of the case.
15 Questions which will be asked are designed to
16 ensure each side of a fair and impartial jury.

17 Now, if any person should talk with you or
18 attempt to talk with you about any case
19 scheduled for this term of court, it will be
20 your duty to immediately report this to the
21 Court so that I might take the appropriate
22 action. Any case pending in this court is a
23 case that is very important to all the people
24 and parties involved and, therefore, it needs
25 to be resolved in a proper fashion. You have

1 been sworn now as jurors here in the court, the
2 circuit court of Greenville county. No one
3 should interfere with your duty as jurors.

4 Now, we are about to start the trial of a
5 case of Neva Steffens -- Steffens, excuse me --
6 Neva Steffens, plaintiff, versus Ocwen Loan
7 Servicing, LLC, Mortgage Electronic
8 Registration Systems, Inc., MERSCorp, Inc.,
9 American Home Mortgage Servicing, Inc. also
10 known as HOMEWARD Residential, Wells Fargo
11 National Association, Association of Master
12 Servicing and Securities Administrator,
13 Deutsche Bank National Trust Company as Trust
14 for GSAA Home Equity Trust 2006-10, Trust 2006-
15 10, Asset Backed Certificates, Series 2006-10
16 and Deutsche Bank National Trust Company, 2013-
17 CP-23-02794.

18 Now, the plaintiff, Ms. Steffens, is
19 representing herself. She does not have an
20 attorney.

21 Ms. Steffens, if you would, please stand
22 and look upon the jury. Very good. Thank you,
23 ma'am.

24 The defendants are represented by Mr.
25 O'Connor.

1 Mr. O'Connor, if you would, please stand
2 and also look upon the jury. And anybody
3 assisting you in the trial of this case, please
4 introduce them.

5 **MR. O'CONNOR:** This is Michael Smith that
6 makes an appearance on behalf of the
7 defendants.

8 **THE COURT:** Very good.

9 Now, is any member of the jury panel
10 related by blood or marriage, now or formerly
11 or a close personal friend or business
12 associate of the plaintiff, Ms. Neva -- Neva,
13 excuse me -- Steffens? If so, please stand. Any
14 member of the jury panel related by blood or
15 marriage now or formerly or a close personal
16 friend or business associate of the plaintiff,
17 Ms. Neva Steffens? If so, please stand.

18 (No response.)

19 Now, is any member of the jury panel or
20 their immediate family an officer, stockholder,
21 member or employee of the corporations or
22 businesses who are noted as the defendants in
23 this case? That would be Ocwen Loan Servicing,
24 LLC, Mortgage Electronic Registration Systems,
25 Inc., MERSCorp Inc., American Home Mortgage

1 Servicing, Inc. also known as Homeward
2 Residential, Wells Fargo National Association
3 and Association of Master Servicer and
4 Securities Administrator, Deutsche Bank
5 National Trust Company as Trustee for GSAA,
6 Home Equity Trust 2006-10, Trust 2006-10, Asset
7 Backed Certificates, Series 2006-10 and
8 Deutsche Bank National Trust Company as
9 putative trustee. Any member of the jury panel
10 or members of their immediate family an
11 officer, stockholder, member or employees of
12 any of the corporations or other entities named
13 as parties, defendants in this case? If you
14 would, please stand at this time.

15 (No response.)

16 Is any member of the jury panel or members
17 of their immediate family ever been represented
18 by or employees of any of the attorneys
19 involved in this case? If so, please stand.

20 (No response.)

21 Ms. Steffens, are you employed -- in other
22 words, do you have a business?

23 **MS. STEFFENS:** Yes, sir.

24 **THE COURT:** What is that business? I'm
25 going to ask the same thing of you, your

1 business or your employees.

2 **MS. STEFFENS:** I'm a licensed bail
3 bondsman in South Carolina. I'm also a licensed
4 sponsor, which means I'm a licensed teacher to
5 teach bail bonds and insurance courses.

6 **THE COURT:** Does your company have a name,
7 a business name?

8 **MS. STEFFENS:** It's called Apex Surety and
9 Bonding School.

10 **THE COURT:** All right. Very good.
11 Is any member of the jury panel or members
12 of their immediate family an officer,
13 stockholder, member or employee of Apex Bonding
14 School or has any member of the jury panel ever
15 been represented or employees of the company,
16 bail bonding company of which Ms. Steffens is a
17 member? If so, please stand. (No response.)

18 All right. In this case, there are two
19 potential witnesses. When I say potential
20 witnesses, these are witnesses who may be
21 called but do not have to be called in the
22 trial of the case. Ms. Neva Steffens, the
23 plaintiff, will be testifying on her own
24 behalf. Also, Mr. Kevin Flanagan, there's a
25 possibility he might testify on behalf of the

1 defendant. Now, Ms. Steffens already introduced
2 herself to the jury.

3 Mr. Flanagan, if you would, please intro --
4 just look upon the jury. All right. Thank you
5 very much.

6 Now, the reason I do that, ask the
7 potential witnesses to look upon the jury.
8 These days, you might not recognize a name but
9 we do recognize a face. That's why I ask the
10 witnesses to look upon the jury.

11 Now, as far as questions, this case
12 involves a mortgage transaction. Has any member
13 of the jury panel or members of their immediate
14 family had a mortgage go into foreclosure? If
15 so, please stand. Any member of the jury panel
16 or members of their immediate family ever had a
17 mortgage go into foreclosure, please stand.

18 Yes, sir. Your name please.

19 **THE JUROR:** Steve Stewart.

20 **THE COURT:** All right. Would that in any
21 way affect your ability to give both the
22 plaintiff and the defendant -- defendants a
23 fair and impartial trial?

24 **THE JUROR:** This wasn't a personal
25 mortgage. It was when my company, corporation--

1 **THE COURT:** It was not your mortgage.

2 **THE JUROR:** Right.

3 **THE COURT:** You work for a mortgage
4 company?

5 **THE JUROR:** No, I had a construction
6 company and we had a property that went in
7 foreclosure.

8 **THE COURT:** Okay. I see. Again, I'll ask
9 the question, would that in any way interfere
10 with your ability to give both the plaintiff
11 and the defendant a fair and impartial trial?

12 **THE JUROR:** No, sir.

13 **THE COURT:** Okay. Thank you, sir.

14 By the way, that question has two parts.
15 One, of course, is the parties are entitled to
16 fair and impartial juror, a jury made up of
17 jurors. But also none of you asked to be here,
18 so I ask the question also for the purposes of
19 being sure that if you have any reservation
20 about sitting on this case, to let the court
21 know that. I don't want to put you in any sort
22 of inconvenient position that might compromise
23 any principles or something of that nature. But
24 if you do have any sort of reservation about
25 service, if you would advise the Court when I

1 ask that question, if your experiences would be
2 such that you would have difficulty sitting as
3 a juror.

4 Has any member of the jury panel or members
5 of your immediate family ever declared
6 bankruptcy? If so, please stand. (No response.)

7 Has any member of the jury panel or members
8 of the immediate family have a loan go into
9 collections? If so, please stand.

10 **THE JUROR:** That same property I had,
11 they are not proceeding on -- it's in early --
12 they are --

13 **THE COURT:** I understand. And your name
14 please again?

15 **THE JUROR:** Steve Stewart.

16 **THE COURT:** All right. Thank you very
17 much. Would that in any way interfere with your
18 ability to give both the plaintiff and the
19 defendants a fair and impartial trial in this
20 case?

21 **THE JUROR:** No, sir.

22 **THE COURT:** All right. Thank you. Again,
23 if you respond to more than one question, each
24 time, I would ask you to identify yourself. The
25 reason for that, the Court Reporter takes down

1 everything done in the courtroom. Of course,
2 she recognizes my voice. But anyone else, she
3 would need to know who is speaking at the time
4 you respond to a question. So any time you
5 stand, if you would, give us your name.

6 Has any member of the jury panel or members
7 of their immediate family been a party to a
8 lawsuit against a bank lender or loan servicer?
9 If so, please stand. (No response.)

10 Has any member of the jury panel or members
11 of their immediate family ever have a mortgage
12 assignment or an assignment of a note and
13 mortgage? If so, please stand.

14 **THE JUROR:** I don't quite understand the
15 question.

16 **THE COURT:** All right. Your name please?

17 **THE JUROR:** Stephanie Newman.

18 **THE COURT:** All right. Ms. Newman, the
19 reason of the question is that we will be
20 talking about certain mortgage instruments or
21 notes and mortgages, in other words, financial
22 instruments. One of them is an assignment.
23 Therefore, we need to know if anybody's ever
24 been, uh, had experiences with note and
25 mortgages or the assignment of a note or

1 mortgage. In other words, if you had a
2 transaction where a note or mortgage was
3 assigned to another mortgagee or another
4 assignee is what the law says. If so, if you
5 would, please stand at this time. Does that
6 explain it to you?

7 **THE JUROR:** Yes.

8 **THE COURT:** All right. Very good.

9 Anyone? (No response.)

10 Very good.

11 Any further questions from the plaintiff?

12 **MS. STEFFENS:** Did you ask them if anyone
13 owns a house, a property?

14 **THE COURT:** I think you would probably get
15 a good response to that. Let me do this, does
16 any member of the jury panel own their home? If
17 so, please -- All right. All right. Let's do
18 this. Why don't we ask any member of the jury
19 panel do not own a home? That might be easier.
20 All right. We'll start on the front. Your name,
21 sir?

22 **THE JUROR:** Caleb Campbell.

23 **THE COURT:** All right. Would that in any
24 way affect your ability to give both the
25 plaintiff and the defendants a fair and

1 impartial trial?

2 **THE JUROR:** No, sir.

3 **THE COURT:** Very good.

4 Yes, ma'am. Your name please?

5 **THE JUROR:** Carie Chambers.

6 **THE COURT:** And would that in any way give
7 you any problem in giving both the plaintiff
8 and the defendants a fair and impartial trial?

9 **THE JUROR:** No, sir.

10 **THE COURT:** Very good. Thank you, ma'am.

11 Let's stay on this side and go back to the
12 corner, the lady in the purple dress.

13 **THE JUROR:** Lisa Williams.

14 **THE COURT:** And Ms. Williams, would that
15 in any way interfere with your ability to give
16 both the plaintiff and defendant a fair and
17 impartial -- the defendants a fair and
18 impartial trial?

19 **THE JUROR:** No, sir.

20 **THE COURT:** Very good. Thank you, ma'am.

21 Yes, sir. In the stripes.

22 **THE JUROR:** Joshua Cantrell.

23 **THE COURT:** Would that in any way affect
24 your ability to give both the plaintiff and the
25 defendants a fair and impartial trial?

1 **THE JUROR:** No, sir.

2 **THE COURT:** Thank you, sir.

3 Yes, sir.

4 **THE JUROR:** (Inaudible.)

5 **THE COURT:** All right. Would that in any
6 way interfere with your ability to give both
7 the plaintiff and the defendant -- and the
8 defendants a fair and impartial trial?

9 **THE JUROR:** No, sir.

10 **THE COURT:** Yes, sir.

11 **THE JUROR:** Daniel Hunt.

12 **THE COURT:** All right. Would that in any
13 way interfere with your ability to give both
14 the plaintiff and the defendants a fair and
15 impartial trial?

16 **THE JUROR:** No.

17 **THE COURT:** Very good. Thank you.

18 Yes, ma'am, in the white.

19 **THE JUROR:** Peggy Redd.

20 **THE COURT:** Would that in any way
21 interfere with your ability to give both the
22 plaintiff and the defendants a fair and
23 impartial trial?

24 **THE JUROR:** No, sir.

25 **THE COURT:** Very good. Thank you.

1 Yes, ma'am.

2 **THE JUROR:** Jeanne Heister.

3 **THE COURT:** All right. Would that in any
4 way interfere with your ability to give both
5 the plaintiff and the defendants a fair and
6 impartial trial?

7 **THE JUROR:** No, but I will mention that I
8 did have a mortgage at one point. But I was
9 living in Texas and it was through Wells Fargo.

10 **THE COURT:** Now, would that -- and it was
11 with Wells Fargo?

12 **THE JUROR:** Uh-huh.

13 **THE COURT:** All right. Would that in any
14 way interfere with your ability to give both
15 the plaintiff and the defendants a fair and
16 impartial trial?

17 **THE JUROR:** No.

18 **THE COURT:** Very good. Thank you, ma'am.
19 Yes, sir.

20 **THE JUROR:** My name is Stephen Hull.

21 **THE COURT:** All right. Would that in any
22 way interfere with your ability to give both
23 the plaintiff and the defendants a fair and
24 impartial trial?

25 **THE JUROR:** No, sir.

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1 **THE COURT:** Very good. Thank you.

2 Yes, sir.

3 **THE JUROR:** Steve Stewart.

4 **THE COURT:** All right, Mr. Stewart. Would
5 that in any way interfere with your ability to
6 give both the plaintiff and the defendants a
7 fair and impartial trial?

8 **THE JUROR:** No, sir.

9 **THE COURT:** Thank you, sir.

10 Yes, sir.

11 **THE JUROR:** Jaque Moseley.

12 **THE COURT:** All right. Would that in any
13 way interfere with your ability to give both
14 the plaintiff and the defendants a fair and
15 impartial trial?

16 **THE JUROR:** No, sir.

17 **THE COURT:** Very good. Thank you, sir.

18 Yes, sir. Yes, ma'am. Excuse me.

19 **THE JUROR:** Jamie Satterfield.

20 **THE COURT:** Yes, ma'am. Would that in any
21 way interfere with your ability to give both
22 the plaintiff and the defendants a fair and
23 impartial trial?

24 **THE JUROR:** No, sir.

25 **THE COURT:** Thank you, ma'am.

1 All right. Any further questions from the
2 plaintiff?

3 MS. STEFFENS: No, Your Honor.

4 THE COURT: Any further questions or
5 additional questions?

6 MR. O'CONNOR: Just one, Your Honor. If
7 you could ask the panel if any of them have a
8 loan that's serviced by Ocwen Loan Servicing or
9 a note and mortgage in which the holder of the
10 note and mortgage is Deutsche Bank.

11 THE COURT: Well, I've asked some of that
12 on whether they had any relationship with any
13 of the defendants, but I will ask that specific
14 question.

15 MR. O'CONNOR: Thank you, Your Honor.

16 THE COURT: All right. Is there any member
17 of the jury panel or members of their immediate
18 family that have a loan -- and I think you said
19 -- serviced by Ocwen Loan Servicing?

20 MR. O'CONNOR: Yes, sir, Your Honor.

21 THE COURT: Or a mortgage that is -- a
22 note and mortgage that is held by Deutsche Bank
23 National Trust Company? If so, please stand.

24 (No response.)

25 Very good. Any further questions from the

1 defendant?

2 **MR. O'CONNOR:** No, sir, Your Honor. Thank
3 you.

4 **THE COURT:** All right. Is any member of
5 the jury panel or members of their immediate
6 family -- excuse me. Any member of the jury
7 panel formed or expressed an opinion about any
8 issue or matter that might be involved in this
9 case? If so, please stand.

10 Yes, ma'am. Your name please.

11 **THE JUROR:** Erica Rhodes.

12 **THE COURT:** Yes, ma'am.

13 **THE JUROR:** I was a Clerk of Court for 14
14 years. I did both civil and criminal trials for
15 14 years.

16 **THE COURT:** You saw it all?

17 **THE JUROR:** I saw it all.

18 **THE COURT:** Would that in any way
19 interfere with your ability to give both the
20 state -- excuse me. I do both criminal and
21 civil myself -- both the plaintiff and the
22 defendants a fair and impartial trial?

23 **THE JUROR:** I think it would.

24 **THE COURT:** All right. By reason of your
25 experience, I am going to excuse you on the

1 trial of this case. But just stay with us, if
2 you will.

3 Anyone else? (No response.)

4 Is any member of the jury panel aware of
5 any bias or prejudice towards either the
6 plaintiff or the defendants in this case? If
7 so, please stand. (No response.)

8 Does any member of the jury panel know of
9 any reason why he or she can not serve as a
10 juror in this case? If so, please stand.
11 (No response.)

12 All right. Any further questions from the
13 plaintiff?

14 **MS. STEFFENS:** No, Your Honor.

15 **THE COURT:** From the defendant?

16 **MR. O'CONNOR:** No, sir, Your Honor.

17 **THE COURT:** Very good. Now, Madam Clerk,
18 if you would please -- are you ready to strike?
19 The plaintiff ready to strike?

20 **MS. STEFFENS:** Yes.

21 **THE COURT:** Defendant ready to strike?

22 **MR. O'CONNOR:** Yes, sir, Your Honor.

23 **THE COURT:** All right. Madam Clerk, if you
24 would, give us a jury.

25 **THE CLERK:** Okay. We'll be striking first

1 **MS. STEFFENS:** I have a question for you,
2 Your Honor.

3 **THE COURT:** Yes, ma'am.

4 **MS. STEFFENS:** One of my exhibits is a
5 printout of South Carolina law. Opposing
6 counsel thinks that is not appropriate as an
7 exhibit.

8 **THE COURT:** It's not.

9 **MS. STEFFENS:** Okay.

10 **THE COURT:** One of the instructions I'll
11 give the jury, of course, is that, uh, they
12 have to take the law as I direct it to them.
13 That means not that the judge is omnipotent,
14 knows all the law. It's the fact that I said
15 earlier, the court reporter takes down
16 everything that's given to the jury, either by
17 exhibit or testimony or instructions by the law
18 -- on the law by the court. Therefore, if
19 there's any error in the law as it is
20 instructed to the jury, it is there for review
21 by another court.

22 But more importantly, in order to know how
23 the jury is construing the law to be sure that
24 they understand the law, it's better for them
25 -- and this is what I do is if they have a

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1 question about my instruction on the law -- I
2 give my instruction from what you request. If
3 they have some question about my instruction on
4 the law, they ask a question, give me the
5 question and then I respond. That way, not only
6 do I know what they are concerned about, I know
7 that the answer that they got. Then I ask if
8 there's any further question or does it satisfy
9 your question rather than it just sitting back
10 there amongst themselves.

11 They are very fine people and all of that,
12 but I don't think there is a lawyer on there
13 and certainly not a judge. So it could be that
14 we were getting the law according to CSI or
15 something like that from the night before
16 rather than what the court says. That, as I
17 say, I instruct them that they must accept the
18 law as I instruct them to. If I do make an
19 error, that error can be corrected at some
20 other time. That's why it doesn't go back.

21 But you can argue that. You can argue all
22 the law you want to. But I also instruct them
23 that this argument is not testimony. In other
24 words, the instruction on the law would be my
25 instruction. In other words, no. The law they

1 get comes from me and it comes in a verbal way.

2 MS. STEFFENS: Thank you, Your Honor.

3 THE COURT: Thank you, ma'am.

4 Anything else?

5 MR. O'CONNOR: Yes, if I could, my motion
6 in limine, Your Honor.

7 THE COURT: Yeah. What is that?

8 MR. O'CONNOR: Yes, sir, Your Honor. It's
9 very simple and brief. One of the central
10 issues in this case, Your Honor, is that there
11 was a prior lawsuit in 2011 in which Ms.
12 Steffens sued a lot of the same parties that
13 are defendants in this case in a dispute about
14 a mortgage on the same property, 6 Azalea
15 Court. Now that lawsuit was settled with a
16 settlement agreement. It was actually one of
17 the exhibits that we have premarked. The date
18 of that settlement agreement was April 2012. In
19 that settlement agreement --

20 THE COURT: April 25th of 2012, I think.
21 Go ahead.

22 MS. STEFFENS: April 11th.

23 THE COURT: April 11th. All right.

24 MR. O'CONNOR: April 11th of 2012.

25 THE COURT: Yeah.

1 **MR. O'CONNOR:** So the terms of that
2 settlement agreement -- among the terms of that
3 settlement agreement, Your Honor, was that all
4 claims that were asserted or could have been
5 asserted by any of the parties up until that
6 time are ended and forever released. To the
7 extent that Ms. Steffens would seek to present
8 any evidence of anything that occurred prior to
9 the date of the settlement agreement, we
10 believe it was proper for the court to grant a
11 motion in limine and order her that that such
12 evidence not properly be presented in this
13 case. As a second part of that or related --

14 **THE COURT:** What are you talking about?
15 She had sort of undesignated defendants. I
16 think the Dillards and somebody -- Jason
17 Dillard.

18 **MS. STEFFENS:** That is the first one.

19 **THE COURT:** Is that --

20 **MS. STEFFENS:** Those people are not in
21 there.

22 **THE COURT:** That's what I'm saying. I
23 noticed that you didn't name them as defendants
24 in this case.

25 **MS. STEFFENS:** No, Jason Dillard is not in

1 this case.

2 **THE COURT:** And other people too.

3 **MS. STEFFENS:** Wells Fargo is in it. The
4 problem with that is Mr. O'Connor and his firm
5 do not represent Wells Fargo. They never
6 answered.

7 **THE COURT:** Nelson Mullins is the one that
8 represented Wells Fargo?

9 **MR. O'CONNOR:** No, sir.

10 **THE COURT:** Deutsche Bank?

11 **MR. O'CONNOR:** Yes, they were prior
12 counsel for the same defendants that we
13 represent in that earlier 2011 action that has
14 been ended and settled.

15 **MS. STEFFENS:** That was also a
16 consolidated action because they sued me.

17 **THE COURT:** So you are saying they can't
18 raise any of the defenses against you.

19 **MS. STEFFENS:** The settlement agreement
20 was April 11th, 2012. The assignment of
21 mortgage that they claimed to put in the record
22 is dated, recorded October 4, 2013. It clouds
23 my title again.

24 **THE COURT:** Is that the instrument that
25 you are talking about clouding the quiet title?

1 **MS. STEFFENS:** Yes.

2 **THE COURT:** And it's subsequent to the
3 agreement.

4 **MS. STEFFENS:** Yes, it's after the
5 agreement.

6 **THE COURT:** Why would it be limited?

7 **MR. O'CONNOR:** Your Honor, again, the
8 motion in limine would not cover that.

9 **THE COURT:** Let's do this. I don't know
10 that I have enough information right now to
11 make a determination as far as the motion in
12 limine. We all know that a motion in limine has
13 to be raised at the time or renewed, even if I
14 grant it, at a time when an effort is made to
15 introduce it or introduce the evidence or
16 testimony that has been limited. The reason for
17 that, of course, is that the determination of
18 whether or not something is admissible will be
19 based on the record at that time. It could be
20 maybe an admission is made by a witness or even
21 -- and this is what attorneys have to be
22 careful about that sometimes, I think it's
23 801(c)(3) or whatever that says if somebody is
24 authorized to make a statement on behalf of a
25 party that it can bind the party. Sometimes

1 that's why you're limited -- for example, your
2 arguments, you're limited to only what the rule
3 requires, which is a statement of your case as
4 far as what you intend to prove or what you are
5 basing your claim on or your defense on. Right
6 now, I don't have sufficient information to,
7 uh, grant your motion in limine. So I'm going
8 to let it wait.

9 Now, if you see that you anticipate, Ms.
10 Steffens, coming to that juncture that you
11 think you're getting to an area that would be
12 prescribed by the prior agreement, make your
13 motion.

14 **MR. O'CONNOR:** Yes, sir. May I hand -- I
15 know it's part of the record, but just for Your
16 Honor's immediate reference, can I hand up a
17 copy?

18 **THE COURT:** Have you looked at --

19 **MS. STEFFENS:** The motion in limine? Yes,
20 I have a copy of it.

21 **THE COURT:** All right. Good. Well, let me
22 see it.

23 **MS. STEFFENS:** The only other issue, Your
24 Honor, is the fact that he wants to limit
25 anything before the agreement but one of his

1 exhibits is dated before the agreement.

2 THE COURT: That's what they call being
3 hoisted on your own petard.

4 MR. O'CONNOR: Which, uh, exhibit?

5 MS. STEFFENS: The corrective assignment.

6 MR. O'CONNOR: Oh.

7 THE COURT: That's just it. We're going to
8 have to look at things like that. If he don't
9 put it in and you don't put it in, maybe that
10 won't come in.

11 MS. STEFFENS: Okay. Now, I'm not going to
12 put in that one that is a printout of South
13 Carolina law.

14 THE COURT: No, ma'am.

15 MS. STEFFENS: I will read it -- can I
16 read it into the record? It's only going to be
17 about four lines.

18 THE COURT: Our rules, and we're talking
19 about Rules of Evidence now, do provide reading
20 from treatises. So you can read from a
21 treatise, but you can't publish it. In other
22 words, you can't give it to the jury.

23 MR. O'CONNOR: She's got a code section is
24 what she's talking about.

25 THE COURT: She can read from a code

1 section. A doctor's article on some standard of
2 care is just as reliable as, what is it, what
3 the legislature does after three readings.

4 **MR. O'CONNOR:** Yes, sir, Your Honor.

5 **THE COURT:** Very good. All right. Anything
6 else?

7 **MS. STEFFENS:** No, I don't think so.

8 **THE COURT:** All right. We'll see you back
9 in an hour.

10 **MS. STEFFENS:** Thank you.

11 **MR. O'CONNOR:** Thank you, Your Honor.

12 **THE COURT:** Very good. Thank y'all. I do
13 look forward to working with you but I do need
14 your patience. Thank you.

15 **(WHEREUPON, a lunch recess is taken.)**

16 **THE COURT:** All right. Are we ready for
17 the jury?

18 **MS. STEFFENS:** Yes, sir.

19 **MR. O'CONNOR:** Yes, Your Honor.

20 **(WHEREUPON, the jury enters at approximately**
21 **1:56 p.m.)**

22 **THE COURT:** All right. Let the record
23 reflect the jury and the alternates are in the
24 jury box.

25 Madam clerk, if you would, swear the jury.

1 **THE CLERK:** Ladies and gentlemen, if you
2 would, please stand and raise your right hand
3 for the oath in this case. The response will
4 be "I will". You shall well and truly try case
5 number 2013-CP-23-2794, Neva Steffens versus,
6 defendant, Ocwen Loan Services, et al and a
7 true verdict render according to the law and
8 the evidence so help you God.

9 **(WHEREUPON, each juror responds.)**

10 **THE CLERK:** Thank you. Please be seated.

11 **THE COURT:** Mr. Foreman, Ladies and
12 Gentlemen of the jury, before the case begins,
13 I plan to tell you a little bit about how we
14 will proceed. The status of the foreman or
15 foreperson is the same as any other juror, the
16 foreman does act as spokesman for the trial
17 jury. It is the responsibility of the foreman
18 to preside over the trial jury deliberation
19 when you retire to reach a decision on the
20 case. As the jury deliberates its verdict, the
21 foreperson has a duty to see that each juror
22 has a full opportunity to express his or her
23 opinion and views on all aspects of the case.

24 From time to time, it may be necessary to
25 send you out to take care of certain legal

215

1 matters. When you return to the courtroom, the
2 foreman will please make sure that all members
3 of the jury are ready to come back together.
4 The reason for that is very simple. You will
5 make your decision in this case very solely and
6 only on the testimony from the sworn witnesses
7 from this witness stand and the exhibits and
8 other evidence introduced in this courtroom.
9 It is absolutely essential that all members of
10 the jury have the same opportunity to hear the
11 same testimony and see the same evidence that
12 is presented. So therefore, be sure that
13 everybody is ready to come back before you
14 return from the jury room to the courtroom.

15 Now, as far as the trial is concerned, the
16 first thing that will happen is the plaintiff
17 will make her opening statement. The plaintiff
18 is the one who has bought this action. The
19 plaintiff will make an opening statement which
20 will be followed by the defendant's attorney.
21 These opening statements are not arguments.
22 The argument will come at the conclusion of the
23 case. The purpose of the opening statement is
24 for each party to state the facts that they
25 intend to prove and the theory of their case.

1 Following the opening statement, each side
2 will present its evidence, the plaintiff once
3 again going first. Evidence may take many
4 forms. It may be testimony, stipulations,
5 documents, models or the like. You should pay
6 close attention to all the evidence which is
7 presented by each party because you, the jury
8 are the sole finders of the facts in this case.
9 No one else will be permitted to consider all
10 the way the evidence and render a verdict based
11 upon that except you.

12 After all the evidence has been presented,
13 the attorneys will make the closing arguments.
14 Like the opening statements, these final
15 arguments will be true arguments. Each side
16 will emphasize certain portions of the evidence
17 and try to persuade you to agree with their
18 version of the facts.

19 After the arguments are finished, I will
20 explain to you the law which applies in this
21 case. You would then retire to the jury room
22 and consider the facts and the law. Once you
23 have done so, you will return a verdict in
24 favor of one side or the other.

25 There are a few other additional comments I

1 need to make before the case began. First, as
2 I mentioned earlier, although I am the only
3 person that can tell you what the law is, you
4 and you alone are the only ones who can
5 determine the facts. I do not have the right
6 to indicate how I may feel about the evidence
7 presented. Throughout this trial, my intention
8 will be to act impartially towards each party.

9 Second, from time to time, an attorney may
10 object to something, testimony or evidence that
11 the other side is seeking to present. As, of
12 course, with any instructed activity, there are
13 certain rules that both sides must obey in
14 presenting evidence. These rules have a
15 definite purpose. They can ensure that the
16 information you receive is the most trustworthy
17 and reliable evidence available.

18 A judging is procedurally used for a party
19 to call a possible violation of the rules to
20 the court's attention. For this reason, you
21 should not hold an attorney's objection or it
22 personally against the individual making the
23 objection. Nor should you conclude from my
24 ruling on the objection that I favor one side
25 or the other.

1 Finally, I would ask that you pay as close
2 attention as possible to the evidence presented
3 to you. I will ask that you do not take notes.
4 Notetaking makes an error. Those notes can be
5 more detrimental than helpful during the
6 deliberations. The time-tested system is for
7 each of you to listen carefully. I am
8 comfortable each of you will.

9 Now, the reason I suggest that jurors do
10 not take notes, it has been my experience if
11 you are taking notes, you have a tendency to
12 concentrate on what we think we hear. In other
13 words, we want the spelling to be correct and
14 jot down whatever we think we might hear. The
15 problem here is if we make an error in those
16 notes, in other words, we don't hear a word or
17 the words aren't what we think we hear, in
18 either case, it changes the note altogether.

19 I use this as an example of this. The word
20 not. If the witness is testifying to something
21 and said not done and we miss the word not, it
22 sounds like it has been done. Therefore, I
23 suggest that rather than take notes, you do pay
24 careful and close attention to testimony from
25 the witnesses and the argument by counsel.

1 Although argument is not testimony, it is for
2 the purpose of explaining to you what the party
3 seeks to prove as related by the evidence. Pay
4 very careful and close attention to it. If
5 there is a disagreement in what the testimony
6 was, resolve it the same way you going to
7 ultimately resolve the verdict. Come together
8 in your mutual discussions and try to explain
9 how what you think what you heard is the basis
10 for that. By that means, find the truth of the
11 matter as far as the testimony itself.

12 Please remember that we have entirely
13 different functions in this courtroom. You and
14 you alone are the only one who can determine
15 the facts. I am not concerned about the facts.
16 I am not concerned about the weight of the
17 evidence. I am not concerned about what the
18 value of the evidence. That is for you and you
19 alone to find.

20 All I am concerned about is there are
21 certain things are done during the course of
22 the trial that our procedures require. Rather
23 than take down all about me being concerned
24 about the value or importance of the evidence,
25 I am only concerned with jotting down what

1 occurs. I do take notes to keep up with when
2 those things are done that ought to be done or
3 things are not done when they ought to be done.
4 For that reason, I do take notes but that you
5 not. With that, I recognize the plaintiff for
6 opening statement.

7 **MS. STEFFENS:** I made notes for my opening
8 argument.

9 **THE COURT:** Certainly. Use your notes.
10 Just don't give them to the jury.

11 **MS. STEFFENS:** Okay. We haven't decided
12 what we are doing about the motion in limine
13 yet?

14 **THE COURT:** We are not supposed to be
15 discussing the evidence.

16 **MS. STEFFENS:** Sorry.

17 **THE COURT:** Just stick with what you seek
18 to prove in your case.

19 **MS. STEFFENS:** I signed and participated
20 in a confidential full release and settlement
21 agreement on April 12, 2012. During 2012,
22 American Home Mortgage Servicing Inc. became
23 Homeward Residential. My original
24 transactional occurred in January 2006 when I
25 purchased the house on a bond for title. In

1 the office of Alex Luden, the attorney who did
2 the closing. The attorney was indicted for
3 wire fraud and for flipping houses with the
4 dual transactions and was later convicted and
5 sentenced to three years in the federal
6 penitentiary.

7 On January 2008, a foreclosure action was
8 filed against me and dismissed because the
9 assignment was not filed until June 2008, which
10 meant that American Home Mortgage Services,
11 Inc., the servicer at that time, did not own or
12 did not have standing to file a foreclosure
13 action against me. This is the mortgage
14 statement that I received.

15 I sent a letter dated February 17, 2014 to
16 Ocwen Loan Services and Henry Mashburn at State
17 Farm with copies to Ocwen at their department
18 and their tax department regarding verification
19 from Ocwen and received no response. In March
20 2013, I received a mortgage account statement
21 from Ocwen that indicated a \$55 previous
22 servicer fee which was in violation of my
23 settlement agreement.

24 I sent a certified letter to Elizabeth
25 Maltese who was the previous counsel on

1 Steffens versus American Home Mortgage Services
2 and Deutsche Bank versus Steffens. There were
3 consolidated actions -- regarding the \$55 fee
4 and violation of our settlement agreement.
5 Copies of that letter went to Ocwen Home
6 Servicing, Henry Mashburn at State Farm
7 Insurance and Homeward Residential. I received
8 a response only from Ms. Maltese at Nelson
9 Mullins including the same letter called a
10 RESPA letter which allegedly represents the
11 transfer of my note to Ocwen except a
12 boilerplate letter saying they had additional
13 20 days to answer. I received two of those
14 letters more than 40 days apart.

15 I sent another certified letter dated March
16 25, 2013 to Ocwen at the customer service
17 department and research department, consumer
18 communications and the federal housing finance
19 agency in DC, Office of Comptroller of the
20 Currency, Louis A. Jacobs, Commissioner of
21 Banking in Columbia, Alan Wilson, South
22 Carolina Attorney General, and Eric Holder, the
23 Attorney General at the US Department of
24 Justice. The only letter that I got back was
25 from the Commissioner of Banking telling me to

1 file the complaint with the FTC. Ocwen never
2 answered me. I waited because I thought 30
3 days would have to pass before I received a
4 letter from Ocwen. Nothing arrived.

5 In late April or early May, I called Ocwen
6 to find out if anything was happening. I told
7 the representative who answered the phone that
8 I wanted to know why there was a \$55 previous
9 servicer fee that was in violation of my court
10 order and settlement agreement. The
11 representative I spoke to told me that we do
12 not accept settlement agreements, only
13 government loan modifications.

14 That is when I decided to sue. I filed my
15 complaint for breach of contract, quiet title,
16 fraud, declaratory judgment, negligence, gross
17 negligence on May 7, 2013. I later amended the
18 complaint and removed the fraud allegation.

19 Endorsement. The endorsement on the note
20 is to blank without any recourse by American
21 Brokers Conduit. American Brokers Conduit is
22 no longer in existence. It is bankrupt and it
23 is out of business altogether. They are not a
24 party to this action. That was the original
25 alleged lender on my loan.

1 The parties to this loan are Ocwen Loan
2 Servicing, Deutsche Bank National Trust Company
3 as trustee for the GSAA Home Equity Trust 2006-
4 10, Mortgage Electronic Registration System,
5 Inc. Also known as MERS in solid caps and
6 MERSCorp, Homeward Residential and Wells Fargo
7 Bank as master servicer, who never appeared and
8 is not represented by present opposing counsel.

9 There is no chain of custody that indicates
10 that Ocwen is the holder of this note. Nor is
11 there a chain of custody for Deutsche Bank
12 National Trust Company as trustee for GSAA Home
13 Equity Trust 2006-10. Each entity that held or
14 transferred the note has to be endorsed on the
15 note. There was only one endorsement on the
16 note. Notes and securities can not co-exist. I
17 was given an opportunity to see the note, which
18 opposing counsel says is the original. I submit
19 to you that it is not an original and it is a
20 copy and should be brought into court for the
21 judge to examine.

22 Assignment. The present assignment is
23 entitled assignment of mortgage. It's supposed
24 to say assignment of note and mortgage, not just
25 the mortgage. It does not assign a note. For

225

1 your information, the assignment is a legal
2 document filed with the Register of Deeds office
3 here in Greenville county. Opposing counsel has
4 repeatedly stated to me and during my deposition
5 that there is no law in South Carolina that
6 makes filing an assignment mandatory as evidence
7 of a chain of title in a real estate
8 transaction. It is mandatory to file the
9 assignment with the Register of Deeds office per
10 South Carolina statute under Title 30, Public
11 Records, chapter 7, Recordation Essential to
12 Validity.

13 In this case, the assignment is an
14 assignment of mortgage only. It does not
15 indicate there is a note or any note in
16 existence. It was filed October 4, 2013 after
17 the settlement agreement was signed and after
18 the lawsuit was instituted. For this document to
19 be correct and legal, it must specifically
20 indicate an open mortgage and a note. For your
21 information, the mortgage follows the note, not
22 the other way around. The note is evidence of a
23 debt. The mortgage is the manner and method of
24 paying off the debt.

25 So the question arises, who was I paying?

1 If the property was assigned on October 4, 2013,
2 I was paying the wrong entity from October to
3 March. As for the statement about my getting a
4 free house, it looks like the defendants are
5 getting a free house. I paid \$15,000 down and
6 more than \$20,000 in repairs and upgrades. I
7 paid about \$17,500 in mortgage payments until
8 October of 2007 and then \$5,130 in mortgage
9 payments and additional repairs and upkeep of
10 about \$1500 under the settlement agreement as
11 well as the cost of defending myself against the
12 foreclosure lawsuit that was dismissed by the
13 Honorable Charles B. Simmons of this courthouse.

14 The assignment dated October 4, 2013
15 indicates transfers before the settlement
16 agreement was put in place. It was filed October
17 4 after the settlement agreement was put in
18 place. Timing is everything here. If, as
19 opposing counsel argues, that nothing can be put
20 into the record after the settlement agreement
21 dated April 11, 2012, how can the assignment
22 dated October 4, 2013 alleged submitted by a
23 company known as Financial Dimensions, Inc., for
24 Ocwen be evidence of an assignment of a mortgage
25 only or an assignment of anything. Mortgage

1 Electronic Registration Systems aka MERS as
2 stated on the assignment of mortgage and missing
3 the word note is an alleged nominee for American
4 Brokers Conduit which is a bankrupt entity no
5 longer in existence as well as the trust closed
6 in 2006. You can't transfer a note into a trust
7 that's closed. It closed in 2006. The most
8 recent assignment says that it went to the
9 trust. It is dated 2013.

10 The trust can not accept any loans or notes
11 after it closed or it violates REMIC laws of the
12 IRS. 26 USC Section 860D, U.S. Code REMIC. REMIC
13 is solid caps. It means Real Estate Mortgage
14 Investment Conduit. That means the so-called
15 note allegedly worth. It's taxed at 100 percent
16 if the U.S. Code is not adhered to. It also
17 means the trust purchases the note which
18 produces documents that prove the note made it
19 into the trust.

20 I asked for those documents. I haven't been
21 given them yet. I have not seen those documents,
22 and there is more than one. There should be
23 endorsements on the note to indicate every
24 entity that allegedly held or assigned or
25 transferred the note per the law and the

1 servicing agreement which governed the mortgage
2 bank securities transactions.

3 Additionally, the assignment of mortgage is
4 signed by Letitia N. Anas as assistant secretary
5 of MERS. Letitia Anas can not be found on the
6 internet. However, you can find Letitia Aris,
7 who is an employee of Ocwen. It is notified by a
8 notary who only signs as a squiggle, which is
9 not legal as I am a notary public and you sign
10 with a complete signature that matches the one
11 on record with the state.

12 Also, when I search MERS website, my loan
13 number is indicated as inactive, which means the
14 MERS agency relationship with American Brokers
15 Conduit no longer exists because American
16 Brokers Conduit no longer exists as the alleged
17 original lender because it is bankrupt and out
18 of business. I state for the record that this
19 assignment does not represent any transaction
20 related to South Carolina real estate and does
21 not comport to South Carolina law under Title
22 30, Chapter 7. Recordation Essential to
23 Validity. Why would South Carolina and the
24 county of Greenville have an office entitled
25 Register of Deeds if no deeds or titles were

1 registered as evidenced in writing as well as by
2 book and page?

3 Defendant Ocwen has never provided the name
4 of the creditor who is allegedly receiving my
5 money to pay down the loan which was in request
6 for production. However, it's been stated to me
7 that Deutsche Bank National Trust is the
8 creditor. I want the documents that show that
9 stuff was transferred into the trust. Therefore,
10 I want a chain of title of all the money that
11 went anywhere and I have yet to get that.

12 There is another -- apparently, my money is
13 going to Ocwen. I don't know where or in what
14 capacity. There is a U.S. Code 15, U.S. Code
15 Section 1641, Liability of Assignees. I'm
16 supposed to be able to find that out.

17 Fannie and Freddie. Fannie and Freddie are
18 not owners or purchasers of notes. They were at
19 one time publically traded companies that went
20 bankrupt. The government now backstops loans
21 that have defaulted and guarantee payoffs. So
22 the question that arises, if the loan is paid
23 off, why is the bank or servicer still
24 collecting payments? And I certainly hope the
25 note isn't still being passed around either. So

1 that's my opening statements, Ladies and
2 Gentlemen. Thank you so much.

3 **THE COURT:** Mr. O'Connor.

4 **MR. O'CONNOR:** Thank you, Your Honor. If
5 it pleases the Court.

6 Good afternoon, Ladies and Gentlemen. My
7 name is Sean O'Connor. I am an attorney with
8 Finkel Law Firm. I live in Charleston. I am
9 originally from Cincinnati, Ohio. I moved to
10 South Carolina 20 years ago in 1994. I actually
11 lived here in Greenville before went to law
12 school in the mid-1990s. I always look forward
13 to coming back to Greenville. I am happy to be
14 with you here today. I appreciate your time and
15 your service.

16 Sitting over at the defense table with me
17 is my co-counsel, Mike Smith. He is with the
18 Baker Donelson Law Firm. He lives in Orlando,
19 Florida. My witness, Kevin Flanagan who is a
20 representative of Ocwen Loan Services and is
21 here today for the trial.

22 We take these claims very seriously. As
23 you can see, the three of us came in from out of
24 town to be here for trial today. We have
25 committed a lot of time and resources to prepare

1 for this case. We are here to present our case
2 today.

3 You have heard a lot from Ms. Steffens. I
4 had the occasion to work with her, basically,
5 work against her through the time that this case
6 has been going on for quite some time now, well
7 over a year that I have been involved. She is a
8 nice lady. She is having some personal
9 circumstances that has caused her to not be able
10 to make her mortgage payments. That happens to
11 a lot of people. It is not uncommon.

12 What most people do is they communicate
13 with their loan servicer and try to work
14 something out which has actually been done
15 previously in this case. I will explain how and
16 when that happened. But what she has chosen to
17 do instead, you heard her presentation, she has
18 a lot of things that she wants to reference and
19 talk about, but what she has done is she has
20 made a lot of allegations. Through the trial
21 today, we are going to present a case that is
22 going to demonstrate that she can't support any
23 of those allegations.

24 She likes to talk about a lot of stuff. I
25 didn't object. I sat here and did not want to

1 interrupt her and just let her talk. But 90
2 percent of the things that she said in the
3 opening statement, it will be the same way when
4 you listen to the evidence at the trial today,
5 it is a lot of, I call it smoke and mirrors and
6 sometimes call it a red herring. It is intended
7 to distract from the actual facts. She is
8 making a lot of claims and allegations and
9 talked about a lot of things that are simply not
10 relevant. To the extent that she has any claims
11 against my clients, she can't support those with
12 any facts that entitle her to any relief. The
13 judge will instruct you at the end of the trial
14 today what the law is that applies to her
15 claims. I am confident that you will find that
16 she simply cannot present any factual evidence
17 to support any of those claims.

18 What the evidence will show is that, as you
19 heard Ms. Steffens state, she obtained a
20 mortgage loan on her house here in Greenville at
21 6 Azalea Court in 2006. She is had a dispute
22 with the various entities that have held and
23 serviced her mortgage for quite some time. It
24 has been going on at least since 2008. There
25 was a prior lawsuit before this one when she

1 filed suit against some of the lender servicer
2 entities. They bought suit against her because
3 she was not making the payments.

4 That case was settled and there was a
5 settlement agreement that you heard her
6 reference. So that really is going to take out
7 a lot of what Ms. Steffens would like to talk
8 about today. A lot of those claims and
9 allegations were settled in the 2012 case. She
10 released a lot of those claims. What she has
11 done is she bought yet another lawsuit and named
12 a lot of the same defendants again. Why has she
13 done that? Because she hasn't paid her mortgage
14 payments. The evidence is going to show you
15 that.

16 Another important factor to consider with
17 regards to the 2012 settlement or the 2011
18 lawsuit is there were really three things that
19 my clients were required to do as part of the
20 2012 settlement. They were required to modify
21 her loan. They did do that. The evidence will
22 show that. You will see documentation of it.

23 They were required to, as she was, to
24 release all claims that all the parties had
25 against each other in that 2011 case so that all

1 of that can't be re-raised again. She has
2 already done that anyway but my client did not
3 release its claims against her. We don't have
4 any claims against her in the lawsuit. That is
5 an important fact to consider. She just bought
6 suit against us. There may come some time in
7 the future where she is subject to another
8 action because her loan once again defaulted.
9 But that is not before you here today. There is
10 not an action against her. This is purely Ms.
11 Steffens basically trying to bring in another
12 lawsuit to see if she can distract from the fact
13 that her loan is currently in default.

14 The third requirement that was also abided
15 by by my clients was a dismissal of the 2011
16 action. Everything has been released by
17 settlements. You won't be asked to decide
18 anything about that earlier case today. This
19 one is a lot more streamlined. You would not
20 know that from Ms. Steffens opening statement
21 but it is. I ask you to keep in mind that this
22 is a lot more simple than she would have you
23 believe.

24 What has happened here is essentially is
25 that there are some concepts that either Ms.

1 Steffens does not understand or chooses to not
2 understand or chooses to tell you that she
3 doesn't understand as an excuse for not making
4 her mortgage payments.

5 The fact is that you will hear some talk
6 today about a loan servicer. What is a loan
7 servicer? A loan servicer, put in very simple
8 terms, is when you have a mortgage loan on real
9 estate. You are not dealing directly with the
10 entity that owns the loan, holds your mortgage.
11 We call that an investor. It is typically a
12 bank or banking and trust, investment company
13 that has invested in a group of loans,
14 essentially like some of you would buy stock.
15 It is very common in the industry.

16 That is not who you deal with. Those
17 companies that hold and own mortgages as an
18 investment, they retain services of another
19 company called a loan servicer. That is who
20 you, the borrower, will deal with. That is who
21 you send your payments to. That is who you call
22 if there is a problem. That is who will contact
23 you if you miss a payment or something goes awry
24 with the loan.

25 It is very common for owners of loans to

1 change servicing companies midstream. That is
2 perfectly permitted by law. It is also admitted
3 under the terms of your note and mortgage. If
4 you borrow money to buy a house -- and a lot of
5 people don't read the fine print. I have to do
6 it for a living and I will represent to you that
7 a typical time in virtually all mortgages is
8 that the mortgage can be sold to someone else.
9 The loan can be sold to someone else in the
10 transfer, the servicer rights can be
11 transferred.

12 In other words, you might be sending your
13 payments to one servicer and then all of a
14 sudden -- you are required to be notified of it,
15 which Ms. Steffens was in this case. You get a
16 letter in the mail that says you're going to
17 start paying a new servicer starting on such and
18 such date. It happens all the time. It is very
19 common. It is lawful. It is allowed to be done
20 and as long as the two servicers, the prior
21 servicer and the new service complied. And it is
22 regulated by federal law. You will hear about
23 that today.

24 There is a code scheme in the US code that
25 covers that. It is called the real estate

1 settlement procedures act, RESPA. They have
2 very specific requirements for when servicer
3 rights transfer all the borrowers have to be
4 notified. There is -- the law itself provides a
5 checklist. It is basically a checklist of five
6 or six things that the written notice has to
7 contain. We will talk about those today.

8 I will represent to you that the evidence
9 is going to show that Ms. Steffens was sent
10 notice of service and transfer. She did receive
11 it. She admitted she did receive it. We will
12 examine that today. You will hear evidence and
13 you will see -- it is actually going to be
14 marked as an exhibit when the trial is
15 completed. You going to be able to take that in
16 the jury room and look at it and see for
17 yourselves that it is compliant with the law and
18 met all of the requirements of RESPA.

19 It is important that you consider that a
20 lot of what Ms. Steffens has stated and has
21 alleged in this lawsuit -- you're going to hear
22 her say, you heard her say a little bit at
23 opening statement "how was I to know who held my
24 loan" or "how was I to know who to pay". I want
25 you to remember whenever she says that,

1 remember to think about what the RESPA notice
2 says. What she is telling you when she talks
3 about not knowing who to pay, she is saying that
4 despite the fact that she received a specific
5 written notice to comply with federal law
6 telling her who she was supposed to pay. She
7 has known since February 2013 who she was
8 supposed to pay.

9 Here is another important factor she said.
10 You will see evidence of this as well. She
11 actually made payments to the new servicer. Not
12 only did she know who to pay but she actually
13 made a couple of payments to the new servicer,
14 Ocwen Loan Services. She is claiming in this
15 lawsuit "I don't know who to pay", "I don't know
16 where my money is going", but yet the evidence
17 you will see in this trial is not only did she
18 know it based on the RESPA notice but she
19 actually made some payments to the very
20 servicer. Then she stopped making payments for
21 whatever reason. Either she couldn't or she
22 didn't want to or whatever.

23 What came after that was instead of a phone
24 call to the servicer whose contact information
25 she had saying, hey, I am behind, what can we

1 do. What she did instead was filed a lawsuit
2 just like a lawsuit in 2011. Blaming everyone,
3 I don't know who to pay, I don't know who owned
4 my loan and do everything except accept
5 responsibility for the fact that she borrowed
6 money to buy a house, has not paid the loan off.

7 She claimed to you that because she made
8 some repairs to her house and that she has paid
9 a certain number of payments. Well, all of you
10 probably would agree with this. I would
11 certainly like to say what I have paid about as
12 much as I would like to pay, then I would just
13 say that I paid enough and just stop paying in
14 the rest of the loan. That is essentially what
15 Ms. Steffens is telling you. She doesn't want
16 to pay the rest of her loan balance. So she has
17 stopped paying it.

18 Instead of admitting that and acknowledging
19 that, answering for it, she is basically trying
20 to say I shouldn't have to pay the rest of it,
21 because she is upset, because she is going to
22 claim she doesn't know who to pay. Everyone's
23 fault but hers. The bottom line is, you will
24 see this in the documentary evidence, she has
25 not paid it. She has not paid it for some 17

1 months.

2 So I thank you again for your time today.
3 This is a very important civil duty, civic duty.
4 I know all of you have more important places to
5 be than here. We appreciate it very much. My
6 co-counsel and Kevin, we all appreciate it very
7 much. All I ask of you is that you listen very
8 carefully, that you take a very serious
9 businesslike approach to evaluating the evidence
10 and make a determination on the facts. Review
11 the documentary evidence very carefully. Please
12 deliver a verdict in favor of the defendant
13 which will be the only correct verdict. Thank
14 you, very much.

15 **THE COURT:** Ms. Steffens, you may proceed.

16 **MS. STEFFENS:** Since I am representing
17 myself, do I just make a statement?

18 **THE COURT:** No, ma'am. You are going to
19 have to be sworn.

20 **MS. STEFFENS:** Oh, okay.

21 **THE COURT:** Of course, you will have to
22 make a statement from the witness stand so bring
23 your material with you. I may note that the
24 parties have agreed on certain exhibits to be
25 admitted into evidence. Plaintiff's Exhibit's

1 number 1, 2, 3, 4, and 5 have been admitted
2 without objection and Defendant's Exhibit 1, 2,
3 3, 4, 5, 6, 7, 8 and 9 have been admitted
4 without objection.

5 (**WHEREUPON**, Plaintiff's Exhibits 1 through 5 are
6 admitted into the record.)

7 **(WHEREUPON,** Defendant's Exhibits 1 through 9 are
8 admitted into the record.)

9 NEVA STEFFENS

10 | having first been duly sworn, testifies as follows:

11 **THE CLERK:** Thank you. Please be seated.

12 | **THE COURT:** State your name please.

13 MS. STEFFENS: Okay. I represent myself pro
14 se. I don't have an attorney. So I'm under oath
15 now about what happened. I want to say that I
16 did -- I absolutely agree that I received a
17 RESPA letter. That is what it is called. Uh,
18 RESPA, Real Estate Settlement Procedures Act.
19 It's federal law that they have to notify me
20 when they transfer the servicing rights. Which
21 they did. Which I thought everything was fine
22 until I looked at the Register of Deeds office
23 and found that they had not filed the
24 appropriate assignment of note and mortgage on
25 record in the Register of Deed office. Which

1 means, when they sent me the RESPA letter, they
2 didn't have the servicing rights. They hadn't
3 filed the appropriate documentation. Of course,
4 I found that out after two months of paying.

5 I looked it up on the Register of Deeds on
6 greenvillecounty.org. I found my property and
7 all of the documents that were still sitting
8 there that had been filed. There was no
9 assignment of mortgage and note by Ocwen. It
10 wasn't there.

11 So in Greenville County, there is a law
12 that says everything that has to do with real
13 estate transactions has to be filed. It says,
14 Title 30, Public Records, chapter 7, Recordation
15 Essential to Validity. Within that law, it says
16 all contracts for the purchase and sale of real
17 property, all assignments, satisfactions,
18 releases and contracts in the nature of
19 subordinations, waivers and extensions of
20 landlords liens, laborers liens, sharecroppers
21 liens or other liens on real property created by
22 law or by agreement of the parties and generally
23 all instruments in writing conveying an interest
24 in real estate required by law and being
25 recorded in the office of the Register of Deeds.

1 It was not there.

2 MR. O'CONNOR: Your Honor, I'm going to
3 object on the grounds of relevance and
4 foundation. The statute that Ms. Steffens has
5 referenced, uh, by its very terms, it talks
6 about real property and the sale and transfer of
7 real property. What she is referring, the
8 context that she is referring to it in is a
9 transfer of servicing rights which it does not
10 apply to.

11 THE COURT: I'm sure that that issue has
12 been brought up at some previous point, has it
13 not? Didn't Judge Lee address it?

14 MR. O'CONNOR: No, sir, Your Honor.

15 THE COURT: Mr. Foreman, Ladies and
16 Gentlemen of the jury, I'm going have to ask you
17 to retire to the jury room. I need to take up a
18 matter of law.

19 (WHEREUPON, the jury exits at approximately
20 2:33 p.m.)

21 THE COURT: All right. Do you have a copy
22 of the statute, particularly an annotated copy?

23 MR. O'CONNOR: Your Honor, if I could
24 approach. This is the copy that Ms. Steffens
25 provided. It's not an annotated copy.

1 **THE COURT:** That's what I needed to know.

2 **MR. O'CONNOR:** Okay.

3 **THE COURT:** Do we have books in the
4 building? Codes? Does the judges have them back
5 there?

6 **THE CLERK:** There are some in Judge
7 Welmaker's chambers.

8 **THE COURT:** I'll look at them.

9 (WHEREUPON, there is a pause.)

10 **THE COURT:** All right. Mr. O'Connor, tell
11 me what you are relying on.

12 **MR. O'CONNOR:** Well, sir, there is nothing
13 in the section, uh, 37-10 that covers a notice
14 of servicing transfer. By it's very nature, that
15 is not an interest in real estate. In fact, my
16 co-counsel and I were just talking about it. You
17 couldn't even record that if you wanted to. A
18 transfer of servicing rights between one
19 servicer that has the right to accept mortgage
20 payments and then the bank decides they want to
21 transfer certain rights to a different company.
22 You couldn't --

23 **THE COURT:** What's the purpose of a
24 servicing agreement as far as between the
25 parties to the original note and mortgage?

1 **MR. O'CONNOR:** They just don't --

2 **THE COURT:** What's the purpose?

3 **MR. O'CONNOR:** Yes, sir, Your Honor. The
4 companies that own and hold the mortgages don't
5 -- the servicing is an entirely di -- an
6 entirely different industry that's performed --

7 **THE COURT:** What's the purpose of the
8 service? Tell me. Let's just say that I don't
9 know. I don't understand mortgages.

10 **MR. O'CONNOR:** Yes, sir.

11 **THE COURT:** So I give a note and mortgage
12 for a piece of property that I purchased but now
13 I'm financing.

14 **MR. O'CONNOR:** Yeah.

15 **THE COURT:** What's part of the
16 arrangement?

17 **MR. O'CONNOR:** Well, when you close on your
18 loan, you receive a series of notices that say
19 that this is who you are going to pay, this
20 is --

21 **THE COURT:** How about if you pay the wrong
22 person?

23 **MR. O'CONNOR:** Well, then you'd be in
24 violation of -- of your obligations --

25 **THE COURT:** I mean the only -- the only

1 notice you have is from the former servicer. I
2 guess that's the RESPA letter or something?

3 **MR. O'CONNOR:** Yes, sir. That's the letter
4 that's covered by federal law.

5 **THE COURT:** So you don't notify them to
6 pay somebody else because the servicing
7 agreement is then assigned?

8 **MR. O'CONNOR:** Yes, sir. In fact, in the
9 brief portion of the trial that's already
10 underway, Ms. Steffens has acknowledged that she
11 received the RESPA letter.

12 **THE COURT:** But she didn't receive -- the
13 one for, uh, -- the current one, which would be
14 --

15 **MR. O'CONNOR:** She received a letter, yes,
16 sir, Your Honor.

17 **THE COURT:** From Ocwen? What is it?

18 **MR. O'CONNOR:** Ocwen. The letter came and
19 told her that you are going to have a new loan
20 servicer and it's going to be Ocwen starting
21 March 1st of 2013 and it's covered by federal
22 law and she's acknowledged that she received it.
23 And my witness is going to testify that it
24 complied in every respect with federal law. But
25 in terms of the nature of my objection, Your

1 Honor, this code section can not and does not
2 cover --

3 **THE COURT:** I know what the code section
4 does as far as state law is concerned. It is a
5 notice statute.

6 **MR. O'CONNOR:** Yes, sir.

7 **THE COURT:** It's not -- it doesn't protect
8 anybody, uh, other than future creditors.

9 **MR. O'CONNOR:** That's right. I'm glad you
10 raised that, Your Honor, because I was going to
11 add that too. It will save us some time later.
12 Ms. Steffens has also raised the same argument
13 with regard to mortgages and assignments which
14 are, in a way, covered by the statute but only
15 in a limited way. That is that it only applies
16 to notice of future --

17 **THE COURT:** Payments.

18 **MR. O'CONNOR:** No, like third parties that
19 might have a lien position contest as to what
20 was recorded first and does their lien, you
21 know, before or after this recording the
22 assignment. This statute does not, in any way,
23 require an assignment to be recorded in order to
24 enforce it against the borrower. In other words,
25 if I -- if you and I have a note of mortgage and

1 I don't record it and some third party then
2 makes, advances funds to that same borrower,
3 that third party can claim, hey, you didn't
4 record that mortgage so I jumped in front of
5 you. What can never happen and what this statute
6 does not provide is that the borrower can never
7 say I don't owe the money because you didn't
8 record the mortgage. That's not what this
9 statute says.

10 In fact, it says right in here, Your Honor,
11 only -- let's see. Are valid as to affect the
12 rights of subsequent creditors. Subsequent
13 creditors. So this is not something that can be
14 used by a borrower to say I don't have to pay
15 because you didn't record it. Now, the evidence
16 is going to show that we did record it though,
17 Your Honor. But part of Ms. Steffens' case is
18 that we didn't record these. She started right
19 off talking about you didn't record the notice
20 of servicing transfer. That's not covered by
21 this in any way. That's not even an interest in
22 real estate that it even has to be recorded. In
23 fact --

24 **THE COURT:** Where do you record the
25 assignments of the servicing agreement?

1 **MR. O'CONNOR:** No where. It does not get
2 recorded.

3 **THE COURT:** When you told me you recorded
4 the assignment of the servicing agreement, you
5 didn't?

6 **MR. O'CONNOR:** No, it's two different
7 things. The assignment of the mortgage was
8 recorded.

9 **THE COURT:** I know that.

10 **MR. O'CONNOR:** The assignment of the
11 servicing transfer was not recorded because it
12 doesn't get recorded. It just has to comply with
13 RESPA. That's it. If we tried to take that to
14 the county, they wouldn't take it.

15 **THE COURT:** All right. Ms. Steffens, what
16 do you say?

17 **MS. STEFFENS:** Well, I have from May 9th,
18 2013 when I checked, and you marked this
19 originally, it's Exhibit 2, where I checked to
20 see if an assignment had been filed.

21 **THE COURT:** Assignment of?

22 **MS. STEFFENS:** Well, they call it
23 assignment of mortgage. But it's supposed to say
24 assignment of note and mortgage. And so I looked
25 it up on Greenville county --

1 **THE COURT:** Notes are not recorded.
2 Mortgages are.

3 **MS. STEFFENS:** Yes.

4 **THE COURT:** So, I mean, that's what they
5 are recording.

6 **MS. STEFFENS:** But they should state in it
7 the assignment of mortgage and note from
8 Mortgage Electronic Registration Systems, Inc.
9 It doesn't say that.

10 **THE COURT:** Again, you are not talking
11 about the servicing agreement -- servicing
12 agreement.

13 **MS. STEFFENS:** No. And this was recorded
14 October 4th.

15 **THE COURT:** Again, that's the only thing
16 what's being recorded was the mortgage.

17 **MR. O'CONNOR:** Yes, sir. The reason for my
18 objection is Ms. Steffens was referencing the
19 RESPA letter, admitted that she got it and then
20 immediately went into the statute. The statute
21 doesn't apply to that RESPA letter.

22 **THE COURT:** Well, also what is
23 interesting, I guess, is this Title 12, section
24 26 -- 2605 --

25 **MR. O'CONNOR:** Of the U.S. Code?

1 **THE COURT:** U.S. Code and the state.
2 Anyway, the section usually has a chapter in
3 there somewhere. But anyway, I'm looking at, I
4 guess this is -- it could be, uh, -- it's
5 subparagraph H, entitled Preemption of
6 Conflicting State Laws, notwithstanding any
7 provision of any law, regulation of any state. A
8 person makes a federally related mortgage loan
9 or a servicer shall be considered to have
10 complied with the provisions of any such state
11 law and regulation requiring notice and giving
12 notice to a borrower at the time of the
13 application for a loan or a transfer of the
14 servicing of a loan if such person or servicer
15 complies with the requirements under this
16 section. That addresses the partic -- what you
17 are talking about. Are you familiar with that
18 Ms. Steffens?

19 **MS. STEFFENS:** No.

20 **THE COURT:** All right. Well, that's in the
21 RESPA law ---

22 **MS. STEFFENS:** Okay.

23 **THE COURT:** --- that you got the notice
24 from. All the RESPA law requires is that you be
25 given notice. It preempts any recording statute

1 **MS. STEFFENS:** Having to be recorded.

2 **THE COURT:** In other words, the state
3 statute is not dealing with recording, uh, is
4 not relevant. Because it's preempted by the --

5 **MS. STEFFENS:** Federal statute.

6 **THE COURT:** Federal statute that
7 specifically preempts any record any state law
8 or regulation, uh, relating to the -- requiring
9 notice to a borrower at the time of the
10 application of the loan or transfer of the
11 service.

12 **MR. O'CONNOR:** Yes, sir, Your Honor.

13 **THE COURT:** All right. Be sure that I
14 understand myself what I'm saying is I'm going
15 to direct the jury to disregard any reference to
16 the recording of the assignment, notice of
17 assignment requirement.

18 **MR. O'CONNOR:** It's not an assignment. So I
19 think that would be potentially confusing if you
20 call it that.

21 **THE COURT:** Well, what do you call it?

22 **MR. O'CONNOR:** It's called a notice of
23 servicing transfer.

24 **THE COURT:** Transfer?

25 **MR. O'CONNOR:** Yes, sir. Transfer of the

1 required by the state.

2 MR. O'CONNOR: I think that covers it.

3 Thank you, Your Honor.

4 THE COURT: You're welcome, but why did
5 you put this --

6 MR. O'CONNOR: Well, the nature of my
7 objection was that she was referencing --

8 THE COURT: Well, that's what RESPA says.

9 MR. O'CONNOR: Yes, sir.

10 THE COURT: The law preempts the state
11 recording statute as far -- now only as to the
12 servicing agreement. Not as to the recording of
13 a mortgage or the assignment of the mortgage.

14 MR. O'CONNOR: Yes, sir.

15 THE COURT: All right. So I'm going to
16 have to strike any reference to the servicing
17 agreement not being recorded.

18 MR. O'CONNOR: Yes, sir. Thank you.

19 THE COURT: You understand that? That will
20 be subject to your objection.

21 You understand that, Ms. Steffens?

22 MS. STEFFENS: Uh, well, you are striking
23 anything about the servicing agreement from the
24 record?

25 THE COURT: No, having to be recorded.

1 servicing rights. Notice of transfer of
2 servicing rights.

3 **THE COURT:** Y'all didn't bring that up to
4 any of these wonderful judges that ruled on all
5 of your different, uh, --

6 **MR. O'CONNOR:** Well, Your Honor, Judge
7 Welmaker, the problem with the summary judgement
8 motion, he issued an order and said I can't
9 grant it at this time because Judge Lee had not
10 yet ruled on a discovery motion that was
11 actually heard long before that. He didn't feel
12 like with these documents -- with Judge Lee's
13 motion --

14 **THE COURT:** Well, I recognized that right
15 off. Y'all didn't want to pursue that. I asked
16 you did Judge Lee dispose of that.

17 **MR. O'CONNOR:** No, sir. It was Judge
18 Welmaker that heard the summary judgement
19 motion.

20 **THE COURT:** Well, why didn't you go back
21 and --

22 **MR. O'CONNOR:** We tried. I filed a 59(e)
23 motion and he would not take it back up, even
24 though by that time, we asked him to hold his
25 ruling in abeyance until Judge Lee ruled on the

1 discovery motion. He wouldn't do it. We tried,
2 Your Honor.

3 **THE COURT:** Well, it doesn't matter. It
4 puts me at sort of a disadvantage. I picked up
5 this file this morning for the first time. It's
6 a little bit more complicated than the general,
7 uh, the foreclosure action.

8 **MR. O'CONNOR:** Yes, sir.

9 **THE COURT:** All right. So I'm going to --
10 do you understand that I'm going to have to
11 instruct the jury that there is no -- the
12 federal law preempts the recording requirement
13 preempts any state requirement. There is --
14 let's just say there is no recording requirement
15 for the transfer of service.

16 **MS. STEFFENS:** Yes, sir. Is that the
17 specific date that that happened or has that
18 been in place for a long time.

19 **THE COURT:** Well, RESPA has been there. It
20 seems to be part of the original --

21 **MR. O'CONNOR:** Yes, sir. I would argue that
22 there's never been a requirement that any
23 servicer transfer rights be recorded under state
24 law or any law.

25 **THE COURT:** All right. It's -- it was last

1 amended July the 21st, 2010. It was adopted in
2 1990. So I find that it is relevant.

3 **MR. O'CONNOR:** Thank you, Your Honor.

4 **THE COURT:** All right. Anything else?

5 **MR. O'CONNOR:** Nothing further at this
6 time.

7 **THE COURT:** All right. Ask the jury to
8 join us.

9 Back in my day, if I had a federal statute
10 involved, the first thing I'd look for is
11 preemption.

12 **MR. O'CONNOR:** Yes, sir. I appreciate that,
13 Your Honor.

14 **THE COURT:** That is what we call the
15 guardian knight.

16 **(WHEREUPON, the jury enters at approximately**
17 **2:57 p.m.)**

18 **THE COURT:** All right. Mr. Foreman, Ladies
19 and Gentlemen of the jury, as I said in my
20 opening statement, we do have different
21 responsibilities. You are the sole judges of the
22 facts of the case but I am the sole judge of the
23 law in the case with this particular case we
24 have today. I have reviewed the applicable state
25 statutes dealing with recording what needs to be

1 recorded as well as the federal statute with --
2 due to the, uh, well, provision that says it
3 preempts South Carolina state law.

4 I find, as a matter of law, that there is
5 no recording requirement for the transfer of
6 servicing agreements. Therefore, all the
7 testimony we've had about the servicing
8 agreement being not recorded, that is not
9 required under the law. So I'm going to ask you
10 to strike, uh, disregard any testimony about
11 whether or not the servicing agreement, the
12 transfer of the servicing agreement was recorded
13 or not. That will not be an element under the
14 statute.

15 All right. You may proceed now. You are
16 still under oath.

17 **MS. STEFFENS:** We were talking about the
18 assignment of mortgage. Basically, that was
19 preempted. The South Carolina law was preempted
20 by federal law. However, there are still issues
21 with the assignment of mortgage. It says the
22 assignment of mortgage from Mortgage Electronic
23 Registration System, Inc. as nominee for
24 American Brokers Conduit. American Brokers
25 Conduit is out of business. They filed this

1 document October 4 of 2013. It has bankrupt
2 entities on it into a trust that closed in 2006.
3 I don't see how you can put the note, mortgage
4 or debt into a trust that closed in 2006 on a
5 document dated October 4th, 2013. That's one of
6 my major contentions.

7 Also the issue with the signatures on this
8 document have something -- they are only -- the
9 notary only signs with a squiggle. Now, I'm a
10 notary. Maybe some of you are. As a notary, I
11 have to sign the whole thing out. Can't just put
12 little squiggles on there.

13 Also, I could not find Letitia Anas who is
14 supposed to be assistant secretary to Mortgage
15 Electronic Registration Systems, Inc. She
16 doesn't exist. You can find all the officers of
17 MERS online. However, I did look up Letitia
18 Anas. I couldn't find her. But I did find
19 somebody named Letitia Aris, A-R-I-S, who works
20 at Ocwen Loan Servicing. I have -- let's put it
21 this way, I have problems with this particular
22 document.

23 I sent three separate letters, two of them
24 certified to Ocwen at their address about why
25 was there a \$55 fee on my account now. They

1 never responded except with a boilerplate letter
2 that says we have 20 days more to respond. They
3 still didn't respond.

4 So I waited until May or very late April. I
5 called Ocwen Loan Servicing. And they said --
6 well, first of all, I said I live at 6 Azalea
7 Court and I have a mortgage on this house. You
8 sent me a notice of servicing transfer. You also
9 sent me a mortgage statement with a \$55 previous
10 servicer fee on it, which is in violation of my
11 settlement agreement. The woman on the phone
12 told me we don't recognize settlement
13 agreements, only government loan modifications.
14 So after that, they weren't going to answer me.
15 They weren't going to talk to me. They weren't
16 going to do anything. So I decided to sue.

17 I also received, after my settlement
18 agreement, a letter from American Home Mortgage
19 Servicing that said they would give me a loan
20 mod. This is after the settlement agreement. I
21 wanted a loan mod first. I sent in 10 packages
22 of my personal information and my financial
23 information that was at least this thick 10
24 times. Finally, they sent me this letter that
25 says we're going to do a loan mod with you after

1 the settlement agreement, after the lawsuits
2 were settled. Which I don't understand why they
3 did that either.

4 Uh, as far as being in contact with me,
5 they didn't want to talk to me. They wouldn't
6 answer anything I sent them. A servicer is
7 supposed to be doing just that, servicing. They
8 didn't service this loan very well at all, in
9 fact, not at all. There seems to be a gap
10 between what the people at the front desk who
11 answered the phone are and what's really going
12 on behind the scenes.

13 I am on Social Security. I also spent lots
14 of money in lawsuit previous to that. I spent
15 thousands of hours looking up lawsuits and doing
16 research on Westlaw to try to defend myself. The
17 first foreclosure action was dismissed against
18 me because they didn't have a clear chain of
19 title or ownership, which the court usually
20 calls lack of standing.

21 The \$55 appeared on the mortgage statement
22 more than one time. As I said, they would not
23 respond to me at all. There's improper
24 endorsements on the notes. It doesn't show all
25 the parties who once had control over the note.

1 But nobody's answered me about that either.

2 It would be -- they told me that when I
3 looked at the note that Mr. O'Connor presented
4 to me, then I immediately accepted the note as
5 the original. It is not the original. I would
6 like it if he would bring it into the court so
7 we can look at it.

8 I did spend a lot of money on this house.
9 At least in my world, it's a lot of money. And,
10 uh, I just don't see the end in sight for
11 paying. Am I going to own my house? Am I going
12 to have correct title? I don't know. I was
13 hoping through a lawsuit that we might find out
14 some of that too. They also put a \$60,000
15 balloon payment onto my settlement agreement,
16 which means I can never pay off my house, which
17 is another issue.

18 So now, if I don't win, if I don't prevail
19 on this case, I assume that everything that was
20 there before is going to be back again unless
21 they decide to file another foreclosure action
22 against me. This is a judicial state. You have
23 to file an actual lawsuit to foreclose. The
24 first case that I had was dismissed for lack of
25 standing. Then they sued me again. So there's a

1 lot of lawsuits flying around.

2 I don't know, Your Honor, if any of these
3 are going to be exhibits to put into the record.

4 **THE COURT:** What do you have there?

5 **MS. STEFFENS:** I have the mortgage
6 statement with the \$55 fee on it.

7 **THE COURT:** If that's in without
8 objection, it can go to the jury.

9 **MS. STEFFENS:** Oh, okay. I have extra
10 copies.

11 **THE COURT:** You can't publish it to the
12 jury. It will go to the jury.

13 **MS. STEFFENS:** Oh, when they are
14 deliberating. Yes.

15 **THE COURT:** Ma'am?

16 **MS. STEFFENS:** When they are deliberating?

17 **THE COURT:** That's right.

18 **MS. STEFFENS:** I'm just asking your
19 permission to put this into the record.

20 **THE COURT:** It's in the record.

21 **MS. STEFFENS:** It is? Okay. Great.

22 **THE COURT:** Only the original. Not all the
23 copies.

24 **MS. STEFFENS:** Okay. It has the yellow
25 stamp.

1 **THE COURT:** Yes, ma'am. And I think --
2 let's see. Look at it. Is that Plaintiff's
3 Exhibit 2? Which is the one that you are
4 referring to?

5 **MS. STEFFENS:** I'm referring to the
6 mortgage statements.

7 **THE COURT:** And that is -- what exhibit is
8 that?

9 **MS. STEFFENS:** That's 3.

10 **THE COURT:** All right. Plaintiff's Exhibit
11 3, the mortgage statement.

12 **MS. STEFFENS:** Okay.

13 **THE COURT:** And it's in evidence already
14 and it will go to the jury.

15 **MS. STEFFENS:** Okay.

16 **THE COURT:** Any others you would like to
17 identify for the jury?

18 **MS. STEFFENS:** Plaintiff's Exhibit 2, which
19 is called a report with my name and the property
20 that I own. That would be Exhibit 2.

21 **THE COURT:** Very good.

22 **MS. STEFFENS:** And Exhibit 6 would be the
23 letter giving me a loan modification from
24 American Home Mortgage Servicing.

25 **THE COURT:** What's the date on that

1 letter?

2 MS. STEFFENS: Uh, I think it's 4/2011.
3 It's very, very tiny.

4 THE COURT: 4?

5 MS. STEFFENS: April 2011.

6 THE COURT: 4/4/2011?

7 MS. STEFFENS: But I received this after
8 the settlement agreement.

9 THE COURT: All right. And do you know
10 when you received it?

11 MS. STEFFENS: Well, it says your new
12 monthly payment will be due June 1, 2012. So it
13 -- I must have received it in May.

14 THE COURT: Okay. You got some more
15 admitted, Plaintiff's number 1?

16 MS. STEFFENS: Let's see. Plaintiff's 1 is
17 assignment of mortgage.

18 THE COURT: Okay. And 2 is the report of
19 property?

20 MS. STEFFENS: Yes.

21 THE COURT: 3 is mortgage statement?

22 MS. STEFFENS: Yes.

23 THE COURT: And 4?

24 MS. STEFFENS: 4 is -- I don't know what
25 happened to 4. Do you know what it is?

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1 **THE COURT:** It might be on your table.

2 **MS. STEFFENS:** Here it is. It's stuck on
3 the back. This is a MERS Servicer ID.

4 **THE COURT:** That's M-E-R ---

5 **MS. STEFFENS:** Solid caps, MERS.

6 **THE COURT:** --- S.

7 **MS. STEFFENS:** There actually are two
8 different entities as far as I can tell.

9 **THE COURT:** All right.

10 **MS. STEFFENS:** MERS is just in solid caps
11 altogether with no periods. MERS.

12 **THE COURT:** All right.

13 **MS. STEFFENS:** MERSCorp is solid caps MERSC
14 and then in small letters O-R-P.

15 **THE COURT:** All right. Got you. What is
16 Plaintiff's number 4?

17 **MS. STEFFENS:** 4 was MERS Servicer ID.

18 **THE COURT:** ID?

19 **MS. STEFFENS:** Yes.

20 **THE COURT:** And then 5.

21 **MS. STEFFENS:** 5 is the, uh, South Carolina
22 law that you didn't want to put into the record.

23 **THE COURT:** Right, because it's
24 irrelevant.

25 **MS. STEFFENS:** Correct.

1 **THE COURT:** So that will not go to the
2 jury.

3 **MS. STEFFENS:** And 6 is the servicing
4 letter from American Home Mortgage Servicing
5 Inc.

6 **THE COURT:** Loan modification letter?

7 **MS. STEFFENS:** Yes, sir.

8 **THE COURT:** The one that, uh, Plaintiff's
9 Exhibit 5 will not be submitted.

10 **MS. STEFFENS:** Right.

11 **THE COURT:** All right. Plaintiff's
12 Exhibits number 1, 2, 3, 4, and 6 will be
13 submitted to the jury. Anything else?

14 **(WHEREUPON, Plaintiff's Exhibit 5 is excluded from**
15 the record.)

16 **(WHEREUPON, Plaintiff's Exhibit 6 is admitted into**
17 the record.)

18 **MS. STEFFENS:** Uh, I'm finished, Your
19 Honor.

20 **THE COURT:** All right. Cross-examination.

21 **MR. O'CONNOR:** Yes, sir. May it please the
22 Court.

23 **CROSS-EXAMINATION**

24 **BY MR. O'CONNOR:**

25 **Q** Good afternoon again, Ms. Steffens. Uh,

1 just to clarify and review the key facts. Your home
2 address, 6 Azalea Court in Greenville, 29615,
3 correct?

4 A Correct.

5 Q And you closed on that house on or about
6 January 20th, 2006, correct?

7 A Correct.

8 Q You've owed it and lived there since then?

9 A Yes, I have.

10 Q Okay. And in your lifetime, you've
11 purchased and owned a total of five houses, including
12 one of the five that you jointly own with your former
13 husband, correct?

14 A Five. You said five?

15 Q Yes, ma'am.

16 A Okay. Yes, that's correct.

17 Q So you had the one that was jointly owned,
18 but the other four houses were solely owned by you,
19 correct?

20 A That is correct.

21 Q And so you are quite familiar -- and all
22 five of those houses had mortgages on them, did they
23 not?

24 A Yes, they did.

25 Q So you are quite familiar over the course

1 of several years with the process of purchasing and
2 owning homes and making mortgage payments on them,
3 correct?

4 **A** I would say partly and I will tell you why.

5 **Q** Well, I really -- it's really --

6 **THE COURT:** Just a moment. She's entitled
7 to explain her answer.

8 **MR. O'CONNOR:** Okay. Thank you, Your Honor.

9 **MS. STEFFENS:** I did not know about MERS,
10 nor was it ever told to me when I, uh, signed,
11 for instance, the one for 6 Azalea Court. Nobody
12 explained what hers was, what it did, how it
13 affected the title, whether you would want it in
14 your loan or not. If I had known MERS was in
15 there and what it meant, I would not have signed
16 it.

17 **BY MR. O'CONNOR:**

18 **Q** Yes, ma'am. But my question was you have
19 known and understood since the late 1970's about
20 mortgage loans and the obligations to make payments
21 on mortgage loans, correct?

22 **A** I wouldn't say from the late 1970's, no. I
23 didn't own a house then.

24 **Q** Since when? Early 90's?

25 **A** Yeah, or mid-90s.

1 Q So over 20 years in any event, correct?

2 A Yes.

3 Q All right. And so, uh, you've worked
4 several years as a paralegal, correct?

5 A I'm sorry. Yes.

6 Q Would it be fair to say then that you have
7 a general understanding of the law and legal
8 processes, correct?

9 A Not all of them.

10 Q But a good number of them.

11 A A lot of them.

12 Q A good number of them, correct?

13 A You'd never learn them all.

14 Q Yes, ma'am. That's true. You're not an
15 attorney though?

16 A No, I'm not.

17 Q But you are representing yourself today in
18 this case, correct?

19 A Yes, I am.

20 Q All right. Now, uh, when you first moved
21 into 6 Azalea Court, I think you mentioned in your
22 opening statement and said the same thing to me in
23 your deposition last week it was under a bond for
24 title arrangement initially, but then you actually
25 purchased the property and closed on it later in

1 2006, correct?

2 **A** Yes. Then I learned later on that that bond
3 for title was not completely legal.

4 **Q** Right, but that's not part of this case,
5 correct?

6 **A** That's correct.

7 **Q** All right. As financing for the property at
8 6 Azalea Court, you obtained a mortgage loan,
9 correct?

10 **A** That is correct.

11 **Q** All right. And, uh, the loan servicer prior
12 to Ocwen was American Home Mortgage Servicing, Inc.
13 and eventually that became Homeward, is that correct?

14 **A** That's correct.

15 **Q** And the current servicing, the current
16 servicer of the loan is Ocwen Servicing LLC, is it
17 not?

18 **A** That's correct.

19 **Q** And I think you already acknowledged in
20 your presentation to the jury that you did receive
21 the notice of servicing transfer, that was sent to
22 you in February of 2013, correct?

23 **A** I got the letter, but I don't remember the
24 month.

25 **Q** All right. I'll represent to you that --

1 **A** It was either February or March.

2 **Q** Yes, ma'am. So February or March of 2013,
3 you received that?

4 **A** Yes, sir.

5 **Q** Okay. Now, uh, prior to Ocwen becoming the
6 servicer of this loan and before Ocwen was involved
7 in any way, you got into a dispute with the prior
8 holder and prior servicer of the same note and
9 mortgage, correct?

10 **A** There were several lawsuits. Some were
11 filed against me and I filed against them.

12 **Q** Yes, ma'am. I'm talking about the one most
13 recent before this one which was you initiated in
14 2011 and there was a foreclosure action against you
15 in 2011.

16 **A** No. The forecl -- the original foreclosure
17 action was 2008.

18 **Q** Yes, ma'am. But then there was another
19 foreclosure action in 2011.

20 **A** Right. That's Deutsche Bank.

21 **Q** Yes, ma'am. And you filed a lawsuit in 2011
22 against a number of the same defendants that you sued
23 this time around, correct?

24 **A** Some of them.

25 **Q** Yes, ma'am. But Ocwen was not a party to

1 your 2011 lawsuit, were they?

2 A No. It was the previous servicer.

3 Q Yes, ma'am.

4 A And they were called American Home Mortgage
5 Servicing, Inc. at the time.

6 Q All right. And that 2011 case ended in a
7 settlement agreement in which you, along with all of
8 the defendants that you sued, dismissed all the
9 claims against each other, correct?

10 A Yes.

11 Q And as part of that settlement agreement,
12 your mortgage loan was modified, was it not?

13 A Yes, it was.

14 Q Okay. Now, as a result of and as part of
15 the loan modification, your loan was considered
16 current and in good standing as of April of 2012,
17 correct?

18 A Yes.

19 Q And that settlement agreement required the
20 defendants to do three things, those were release the
21 claims against you, modify the terms of the note and
22 file a stipulation of dismissal of 2011 lawsuit. All
23 three of those things did happen, did they not?

24 A Yes, they did.

25 Q Okay.

1 **A** As of April 12, 2011, stuff that happened
2 afterward --

3 **Q** Of 2012?

4 **A** 2012.

5 **Q** Yes, ma'am. And so to the extent that Ocwen
6 had any duties under that settlement agreement when
7 it later became the loan servicer on your loan, based
8 on your testimony then, Ocwen did everything it was
9 required to do under the settlement agreement,
10 correct?

11 **A** No, I don't agree with that statement.

12 **Q** But I'll review those three things. There
13 were three requirements, that the defendants release
14 all the claims against you, that the loan be modified
15 and that a stipulation of dismissal of that 2011
16 lawsuit be filed. You testified that, yes, those
17 three things happened. And so we'll move on from
18 there. You've alleged in your complaint that Ocwen
19 refused to accept the loan modification, correct? You
20 have asserted that?

21 **A** Not that I remember. The problem I had with
22 Ocwen is they wouldn't answer any of my letters.

23 **Q** Yes, ma'am. We're talking about the
24 modification at this point. But you've testified, in
25 fact, you just did a moment ago that the 2012, uh,

1 that the modification you entered into in 2012 was in
2 fact implemented, was it not?

3 A Yes.

4 Q And in fact, starting at the time of that
5 loan modification in the spring of 2012, Homeward was
6 still the servicer at that point, correct?

7 A Yes, that's correct.

8 Q And you made payments to Homeward all
9 throughout that spring and summer making your
10 payments on time, correct?

11 A Yes.

12 Q And we already covered a moment ago that
13 you received the RESPA letter, which was dated
14 February 13th of 2013.

15 A 2013.

16 Q 2013 was when it was mailed that -- about
17 a year after the settlement is when the servicer was
18 transferred to Ocwen and you testified you received
19 the RESPA letter dated February 13th of '13, correct?

20 A What actually happened was that American
21 Home Mortgage which became Homeward Residential, that
22 was its new name ---

23 Q Yes, ma'am.

24 A --- merged with Ocwen.

25 Q Yeah. So you did receive the RESPA letter

1 dated February 13th saying that the servicing was
2 going to transfer over to Ocwen starting March 1st of
3 '13, correct?

4 A I don't have the date in my head.

5 Q But you did receive it around about that
6 time?

7 A Yes.

8 Q And you actually made two payments to Ocwen
9 after receiving the RESPA letter, correct?

10 A That's correct.

11 Q And one was dated in late March and the
12 other was dated in April, both of 2013, correct?

13 A Yes.

14 Q Okay.

15 A My issue here is that I don't think my
16 payments were being applied correctly.

17 Q Okay. We'll talk about that. And so but you
18 have known since February or at the latest March 2013
19 who the loan servicer was and that it was Ocwen and
20 that's who you were supposed to pay, correct?

21 A As I say, I had issues with that.

22 Q Yes, ma'am. But you did make two payments
23 to Ocwen after receiving the RESPA letter?

24 A Yes, I did.

25 Q Which indicates that you knew who you were

1 supposed to pay and where you were supposed to send
2 the payments?

3 **A** Well, if you say so, Mr. O'Connor.

4 **Q** Well, I'm asking you.

5 **A** No, I don't. I told you I had issues with
6 where was my money going.

7 **Q** Yes, ma'am. But I'm asking you. You knew
8 who you were supposed to make the payments to because
9 you did, in fact, make two payments and send them to
10 the correct place, correct?

11 **A** I started doing legal research and was now
12 becoming concerned that my money wasn't going where
13 it belonged.

14 **Q** But since that second payment that you made
15 in April of 2013, you have not sent any more payments
16 on this loan to any loan servicer, correct?

17 **A** Correct. There is an account --

18 **Q** Yes, ma'am. We'll talk about that in a
19 moment. So it's been about some 17 months since April
20 2013 that the loan has been in default and you have
21 not made the payments as required, correct?

22 **A** I never received a default notice.

23 **Q** That's not what I asked. What I asked is
24 since that payment, the second of two, only two
25 payments that you made to Ocwen which was in April of

1 2013, you haven't made any more payments, correct?

2 A Not to Ocwen.

3 Q To anyone, correct?

4 A I put a lot of them in my account.

5 Q Yes, ma'am, your own account. But you have
6 not sent those payments to any loan servicer?

7 A No.

8 Q Okay. Now, this is what you were just
9 wanting to talk about. You keep a personal bank
10 account at the Bank of Travelers Rest. You made some
11 payments into that account, correct?

12 A Yes.

13 Q Okay. And the amount of your mortgage loan
14 payment is \$513.84, is that correct?

15 A That is correct.

16 Q And so, I will represent to you that 18
17 months times \$513.84 equals \$9,249.12. I know you
18 don't have a calculator. I don't have one either. But
19 I did that on a calculator last night. And so if you
20 made a payment into that account that you own and
21 control, uh, and made it every month since April of
22 2013, I will represent to you that the balance that
23 should be in that account is \$9,249.12. But that
24 account only has a balance of about \$5000, correct?

25 A Right.

1 **Q** Okay. And so even though you have testified
2 that you make these payments into this account that
3 you own and control at the Bank of TR, you've only
4 paid a little more than half of what should have been
5 in the account if you were making the proper payment
6 amount every month, correct?

7 **A** Correct.

8 **Q** Okay. Uh, now you testified in your
9 deposition last week and you testified at some of the
10 hearings in this case, the motion hearings in this
11 case that you believe you are entitled to keep your
12 house and not make any more payments to anyone,
13 correct?

14 **A** No. No.

15 **Q** Okay. Now, (Pause.)

16 If I can indulge the court for just a
17 moment.

18 **THE COURT:** You are not going to open the
19 original, are you?

20 **MR. O'CONNOR:** What's that?

21 **THE COURT:** You are not going to open it,
22 are you?

23 **MR. O'CONNOR:** Should I have the court do
24 it? Can I do that?

25 **THE COURT:** Pass it up please. Let the

1 record reflect that the court is opening the
2 original deposition of Neva Steffens taken
3 October 7, 2014 in Greenville South Carolina.

4 Mr. Foreman, Ladies and Gentlemen of the
5 jury, a deposition is the testimony of a witness
6 taken under oath just as it was in the courtroom
7 with both parties being represented at the
8 deposition. The reason for the court opening
9 the original is to ensure that nothing, that the
10 original is given to the requesting party to be
11 sure nothing has changed in it. Not that it
12 ever would be, but we open the sealed document.

13 **BY MR. O'CONNOR:**

14 Q Can I hold that? I will give it back to
15 you but I just need to find a place. (Pause.)

16 I am going to have co-counsel try to find
17 that spot.

18 **THE COURT:** Do you have a copy of it? You
19 only have the original?

20 **MR. O'CONNOR:** I have an electronic copy.

21 **THE COURT:** I see. We can go off the
22 record for a minute.

23 **MR. O'CONNOR:** Can we do that?

24 **THE COURT:** Let's do that. Why don't
25 y'all take a very short break while they try to

1 find it. Please retire from the courtroom
2 again. Do not discuss the case among yourselves
3 in any way.

4 (WHEREUPON, the jury exits at approximately
5 3:28 p.m.)

6 THE WITNESS: Your Honor, may I take a
7 short break also.

8 THE COURT: Certainly. We will all take a
9 break except for the attorneys looking for the
10 parts.

11 (WHEREUPON, a short recess is taken.)

12 THE COURT: Whenever they are ready.

13 THE BAILIFF: She is going to get them.

14 (WHEREUPON, the jury enters at approximately
15 3:38 p.m.)

16 THE COURT: All right. Let the record
17 reflect the jury and alternate are in the jury
18 box. Mr. Foreman, Ladies and Gentlemen of the
19 jury, we now continue with the cross
20 examination.

21 MR. O'CONNOR: Thank you, Your Honor. May
22 I approach the witness?

23 THE COURT: Yes Sir.

24 BY MR. O'CONNOR:

25 Q You remember when I took your deposition

1 last week?

2 **A** Yes.

3 **Q** And you swore to tell the truth, the whole
4 truth?

5 **A** Yes.

6 **Q** Once I got started with the questions, I
7 asked you if there was any reason why you couldn't --
8 from the standpoint of your health or mental
9 faculties, whether there was any reason why you could
10 not understand my questions and give complete and
11 truthful answers on that day. Do you remember that?

12 **A** Yes.

13 **Q** And you said you were fine?

14 **A** Yes.

15 **Q** Okay. I am going to review with you your
16 testimony on that day on just three very short
17 passages. I would like you to just read along with
18 me and make sure that I am reading it correctly.
19 This is Page 91. This is near the end of the
20 deposition. Starting at line 3, right there. We are
21 going to read down to line 11 and I have got two
22 other passages. My question to you that day was
23 okay. You continue to believe that you are entitled
24 to keep the house but have your mortgage loan
25 canceled and wiped out and pay nothing further,

1 correct? And your answer was I have paid for this
2 house already. I put \$15,000 down. I put \$20,000
3 worth of repairs into it. I have \$30,000 worth of
4 mortgage payments and I have upkeep. I have already
5 paid for this house. Did I read that correctly?

6 **A** Yes.

7 **Q** Then on the same page, also Page 91 moving
8 down to line 22. I'm going to go to the next page to
9 line 3. We're talking about a very short passage.
10 Starting at line 22, my question was okay. Again,
11 you have claimed, you said it in open court in front
12 of Judge Welmaker last month or whenever that was,
13 testified earlier in today's deposition that you
14 believe you are entitled to keep the house, have the
15 mortgage loan canceled and wiped out and pay nothing
16 further, correct? And your answer was yes. Did I
17 read that correctly?

18 **A** Yes.

19 **Q** Now, one last passage. Page 97. Start at
20 lines 13 to 16. My question was what are you wanting
21 to achieve in this case. Your answer was I want my
22 mortgage and note retired and paid in full. Did I
23 read that correctly?

24 **A** Yes. That is only if I prevail. If I
25 don't prevail, that is not going to happen.

1 **Q** Yes, ma'am. Ms. Steffens, just to sum up,
2 it is true, is it not that because your loan is in
3 default, you have filed yet another lawsuit and once
4 again seeking to blame others in an effort to try to
5 avoid the consequences of not making your mortgage
6 payments as required, right?

7 **A** No.

8 **Q** Okay. I have no further questions, Your
9 Honor.

10 **THE COURT:** Are there any reply or
11 response you would like to make to the cross
12 examination?

13 **MS. STEFFENS:** Well, I filed the suit in
14 part because they would not answer my letters.
15 I filed the suit in part because I did not know
16 where my money was going. I filed the suit in
17 part also because Ocwen has one of the worst
18 reputations ever. The other issue is that at
19 that time, I believe that they didn't have the
20 right to service my loan because they had not
21 done the paperwork properly. I still believe
22 that to some degree.

23 Now, the judge has stated that federal law
24 preempts state law. The state law that I was
25 going on is preempted. It is not there anymore

1 for this purpose. This assignment was still
2 filed after the settlement agreement. And
3 because it is not accurate, it clouds my title
4 again if I go to sell my house -- let's just say
5 I could actually sell it -- to go through these
6 assignments to find out what the proper title
7 is. If the title is improper, I can't sell the
8 house. That is kind of an issue.

9 The other issue, of course, is the \$60,000
10 balloon payment that I will never be able to pay
11 off. In the context of my deposition, it was on
12 the context that I did not hold the money
13 because it had not been properly transferred.
14 Now, things have changed. I still have not
15 received anything from Ocwen Loan Servicing. I
16 never received a letter back. I did get an
17 escrow account statement. That is it. I did
18 not get anything else.

19 I never found out what happened with the
20 \$55 fee, whether they were going to take it off
21 my loan or what. I don't know that either.
22 Apparently that is one of Ocwen's practices is
23 to put onerous fees onto your account hoping
24 that you can get pushed into foreclosure. I am
25 pretty much waiting for that to happen too.

1 I don't have anything further to say, Your
2 Honor.

3 **THE COURT:** Very well. You can step down
4 please.

5 **MS. STEFFENS:** Thank you.

6 **THE COURT:** Is there anything else from
7 the plaintiff?

8 **MS. STEFFENS:** Not at the moment, Your
9 Honor.

10 **THE COURT:** Mr. Foreman, Ladies and
11 Gentlemen of the jury, I need to take up some
12 matters with -- the plaintiff has now rested.
13 Now, you have only heard one side of the case.
14 You are not to discuss it at all. I'm going to
15 ask you to retire to the jury room one more
16 time, at least this time again so that I can
17 take up some matters with the attorneys.

18 **(WHEREUPON, the jury exits at approximately**
19 3:45 p.m.)

20 **THE COURT:** All right. Is there anything
21 else from the plaintiff in way of motions? You
22 do have all of the exhibits that have been
23 admitted by the court, Plaintiff's Exhibit 1, 2,
24 3, 4 -- excuse me. Plaintiff's Exhibits 1, 2,
25 3, 4 ---

1 **MS. STEFFENS:** And 6.

2 **THE COURT:** --- and 6. All right.

3 Anything else?

4 **MS. STEFFENS:** No, Your Honor.

5 **THE COURT:** Anything from the defense?

6 **MR. O'CONNOR:** Yes, sir. Before we proceed
7 with the defense's case, I would like to make a
8 motion for directed verdict. Your Honor, the
9 plaintiff has asserted a cause of action for
10 breach of contract, quiet title, bad faith,
11 declaratory judgment, negligence and gross
12 negligence. She has not met her burden of proof
13 on any of those causes of action. In fact, not
14 only has she not presented evidence in support
15 of the claims, she has not even made out the
16 elements of several of those causes of action.
17 We can argue them one by one, if you like, Your
18 Honor. I would take the position that we are
19 entitled to a directed verdict on all of the
20 claims raised by the plaintiff. The evidence
21 that she presented is not support any of them.

22 **THE COURT:** All right, Ms. Steffens?

23 **MS. STEFFENS:** Yes, sir?

24 **THE COURT:** I have as your causes of
25 action breach of contract, action of quiet title

1 -- you had not testified to the lis pendens --
2 bad faith which would be a breach of contract,
3 declaratory judgment and negligence and gross
4 negligence. You want to take those in order?
5 Breach of contract.

6 **MS. STEFFENS:** The breach of contract was
7 about the settlement agreement where they put
8 the \$55 fee onto my mortgage statement which
9 they were not entitled to do under the
10 settlement agreement. When I sent them three
11 letters about it --

12 **THE COURT:** The settlement agreement, they
13 said that they forgave all of the claims up
14 until that time?

15 **MS. STEFFENS:** Up until that time, yes.

16 **THE COURT:** All right. Go ahead. That is
17 the \$55 charge?

18 **MS. STEFFENS:** \$55 fee which they would not
19 respond to me about the \$55 fee. At that time,
20 I thought the assignment was the problem. I did
21 not know where my money was going, who it
22 belonged to. You have already stated that the
23 law preempts.

24 **THE COURT:** Right.

25 **MS. STEFFENS:** This particular assignment,

1 I believe, clouds my title.

2 **THE COURT:** All right. What do you say
3 about the \$55?

4 **MR. O'CONNOR:** Your Honor, the \$55 has been
5 credited back to her account. It was a charge
6 that while we believe that it likely was valid
7 and proper in that transfer of servicing, we did
8 an investigation as to where that came from. No
9 one could say with certainty where it came from.

10 **THE COURT:** You have gotten me starting to
11 act like an RJ. Do you know what an RJ is?

12 **MR. O'CONNOR:** No, sir.

13 **THE COURT:** A real judge. In other words,
14 state judges are not RJ's. Now, you have got me
15 into the federal code and annotated in all of
16 that. I am going back to 12 USC Section 2605,
17 subsection D, Treatment of loan payments during
18 transfer period. During the 60-day period
19 beginning on the effective date of transfer of
20 the servicing of any federally related mortgage
21 law, a late fee may not be imposed on a borrower
22 with respect to any payment.

23 So not only could you find no authority for
24 it, it actually seems to be prohibited. Again,
25 if you would, it is one of those things that is

1 a double edge. I do find that there is evidence
2 of a \$55 charge that would be a breach of the
3 contract.

4 **MR. O'CONNOR:** Yes, sir. We would reaffirm
5 our position that the other causes of action
6 should be dismissed under directed verdict, Your
7 Honor.

8 **THE COURT:** All right. What do you have
9 in support -- first of all, you did not have any
10 testimony as to the lis pendens. Is that one of
11 your exhibits?

12 **MS. STEFFENS:** No. But I found out that in
13 South Carolina, you always file a lis pendens.

14 **THE COURT:** That is required. So you are
15 not seeking declaratory judgment for the lis
16 pendens or the quiet title. That would take
17 care of the quiet title declaratory judgment
18 which leaves us with really breach of contract,
19 bad faith and fair dealing. Depending on -- I
20 don't know. I don't think I can find gross
21 negligence here. Although it has been less than
22 responsible, that is a violation of duty, that
23 is negligence. I don't find that it rises to
24 willful, wanton, reckless disregard.

25 **MR. O'CONNOR:** Your Honor, if I may, I

1 don't -- if all we are talking about is the \$55
2 charge, I don't believe that she can
3 characterize it both as a breach of contract and
4 as negligence.

5 **THE COURT:** You're not talking about a
6 negligent breach of contract.

7 **MR. O'CONNOR:** No, sir. Your Honor. I
8 think one of the two has to go away.

9 **THE COURT:** All right. What do you say to
10 that? You understand what he is saying? In
11 other words --

12 **MS. STEFFENS:** They kind of overlap each
13 other?

14 **THE COURT:** Well, they are duplicitous.
15 They are mutually exclusive. In other words,
16 you either have --

17 **MS. STEFFENS:** One or the other.

18 **THE COURT:** A contract or a tort. A
19 contract, of course, is based on the contract.
20 The tort, of course, is the violation of the
21 duty other than the contract.

22 **MS. STEFFENS:** You mean I have to choose
23 one or the other?

24 **THE COURT:** One or the other.

25 **MS. STEFFENS:** I guess breach of contract.

1 **THE COURT:** Breach of contract.

2 **MS. STEFFENS:** Yes.

3 **THE COURT:** So that is what we are going
4 to the jury on.

5 **MR. O'CONNOR:** On just a breach of contract
6 only?

7 **THE COURT:** Yes.

8 **MR. O'CONNOR:** Okay, Your Honor. Thank
9 you.

10 **THE COURT:** I'll tell you what, could
11 counsel approach? We are off the record.

12 **MR. O'CONNOR:** Your Honor, I mentioned this
13 a moment ago. We have credited that \$55 back.
14 We would contend -- and this again is sort of my
15 motion for directed verdict is that she has got
16 no damages because we can show evidence that it
17 has been credited back. So where is the
18 damages?

19 **THE COURT:** That is more of an admission
20 then it is a solution.

21 **MR. O'CONNOR:** But it also eliminates any
22 claims for damages that she might have.

23 **THE COURT:** Well, I don't know. When you
24 have a breach of contract, you still have a fair
25 dealing and good faith. The jury could -- that

1 is an element of the contract in South Carolina.

2 MR. O'CONNOR: It is, Your Honor.

3 THE COURT: They could find that that is
4 such disregard of her rights under the contract
5 that it is bad faith.

6 MS. STEFFENS: Why did they not answer my
7 letters?

8 THE COURT: I'm not here to argue the
9 motions. We off the record right now. In fact,
10 y'all come around.

11 (WHEREUPON, a bench conference is held off the
12 record.)

13 THE COURT: All right. Anything else from
14 the plaintiff before the bring the jury back?

15 MS. STEFFENS: No, Your Honor.

16 THE COURT: All right. From the defense?

17 MR. O'CONNOR: No, sir.

18 THE COURT: All right. Ask the jury to
19 come back.

20 (WHEREUPON, the jury enters at approximately
21 3:58 p.m.)

22 THE COURT: All right. Let the record
23 reflect the jury and alternates are in the jury
24 box. Mr. Foreman, Ladies and Gentlemen of the
25 jury, we will now proceed with the defense case.

1 **MR. O'CONNOR:** Your Honor, if it pleases
2 the Court, I would like to call Kevin Flanagan.

3 **KEVIN FLANAGAN**
4 having first been duly sworn, testifies as follows:

5 **THE CLERK:** State your name please.

6 **THE WITNESS:** Kevin Flanagan.

7 **THE CLERK:** Thank you. Please be seated.

8 **DIRECT EXAMINATION**

9 **BY MR. O'CONNOR:**

10 **Q** Good afternoon, Kevin.

11 **A** Good afternoon.

12 **Q** Thank you again for coming today. Where do
13 you live?

14 **A** Houston, Texas.

15 **Q** Who is your employer?

16 **A** Ocwen Financial Corporation.

17 **Q** What is your position or title?

18 **A** I am a Senior Loan Analyst.

19 **Q** Tell me what that job entails briefly.

20 **A** My job entails reviewing the loan to tell
21 what the problem is. If there is a dispute, I look
22 at it to see what the problem is.

23 **Q** The Ocwen entity that has been sued by Ms.
24 Steffens in this case is Ocwen Loan Servicing, LLC?

25 **A** That's correct, yes.

1 **Q** Is that part of the company that you work
2 for?

3 **A** That is correct.

4 **Q** Tell me briefly what a loan servicer is and
5 what it does.

6 **A** A loan servicer is a company that actually
7 -- there are several rolls. We actually receive the
8 payments that come in from the borrowers when you get
9 a mortgage loan. The payments are applied to the
10 loan. If a loan is set up with an escrow account,
11 the mortgage servicer pays the taxes and/or the
12 insurance on the account.

13 The mortgage servicer is also responsible
14 for sending letters if the loan is delinquent. If
15 the loan goes into delinquent status, there can be
16 some modifications. There could be a short sale in
17 lieu of going into foreclosure.

18 **Q** Get back to covering your personal
19 background just briefly again. Tell me briefly your
20 educational background. You went to Alcorn State
21 University?

22 **A** Alcorn State University. Graduated in
23 1991.

24 **Q** That is in Mississippi?

25 **A** Yes.

1 Q Tell me briefly your professional
2 background starting back in 1991 when you got out of
3 college.

4 A From 1991 until about 1999, I worked at GE
5 Capital Mortgage Services. From '99 til about 2000/
6 2001, I believe it was BankUnited. Did a lot of
7 bankruptcies there. From 2000 until about 2002 --

8 Q Is that the law firm?

9 A Yes, that was Hoover's Slovacek, the law
10 firm of Hoover Slovacek. From 2000 to 2008, I worked
11 for a company called Allied Home Mortgage Capital
12 Corporation. From 2008 to 2011, I worked for a
13 company called Litton Loan Servicing which is a
14 mortgage service company as well. That was acquired
15 by Ocwen back in 2011. From 2011 until present, I am
16 currently employed with Ocwen Loan Servicing, well,
17 Ocwen Financial Corporation.

18 Q And so based on that testimony, it appears
19 that you have been involved professionally with the
20 mortgage loan industry on the service inside or
21 related parts of the field continuously since 1991?

22 A Correct.

23 Q About 23 years?

24 A Or thereabout.

25 Q So you know the business and servicing of

1 the mortgage industry pretty well?

2 A Yes, sir.

3 Q Okay. Let's talk about the history of the
4 mortgage loan to Ms. Steffens that is the issue in
5 this case. As financing for the purchase of her
6 property at 6 Azalea Court in Greenville, did she
7 obtain a mortgage loan?

8 A Yes, she did.

9 Q What was the original lender on the
10 mortgage loan?

11 A It was American Brokers Conduit. I don't
12 have the document in front of me. I believe that is
13 what it was.

14 Q Was that loan secured by a mortgage?

15 A Yes, it was.

16 Q Okay. I will hand you what has been marked
17 as Exhibit 1.

18 THE COURT: Defense Exhibit 1?

19 (No response.)

20 Excuse me. Defense Exhibit 1?

21 MR. O'CONNOR: I'm sorry. Defense Exhibit
22 1. Thank you for correcting me, Your Honor.

23 BY MR. O'CONNOR:

24 Q Can you identify what -- these two together
25 on both Exhibit 1. Can you identify what those are?

1 **A** Okay. This is a copy of both the note and
2 the mortgage dated -- both of the documents are dated
3 January 20, 2006 listing the borrower as Neva Stevens
4 and the lender, as I mentioned before, American
5 Brokers Conduit.

6 **Q** Okay. Has that mortgage been recorded in
7 the Greenville County Register of Deeds?

8 **A** Yes, it has. Under Book Number 4503 on
9 Page 950.

10 **Q** All right. I am going to hand you what has
11 been marked as Exhibit 2. First of all, you were in
12 the courtroom during Ms. Steffens presentation of her
13 case. Do you recall her referring earlier to an
14 assignment of mortgage?

15 **A** Yes.

16 **Q** She introduced one as an exhibit, correct?

17 **A** That is correct.

18 **Q** Can you look at that document and tell me
19 what that document is?

20 **A** This is an assignment of mortgage that
21 makes note of the mortgage being transferred from
22 MERS to Deutsche Bank.

23 **Q** Okay. You mentioned MERS to Deutsche Bank.
24 The name MERS -- well, before I get there, tell me
25 what an assignment is and what that means in terms of

1 a mortgage loan.

2 **A** An assignment is a document that, it
3 memorializes an event that has already occurred in
4 the past. For example, it talks about the transfer
5 of a mortgage from one lender to another. So in this
6 case, when you are talking about MERS as a nominee
7 for the original lender, which in this case was, I
8 will be short and just say ABC for American broker's
9 conduit. MERS as nominee is transferring the loan
10 from -- the mortgage from MERS to Deutsche Bank.

11 **Q** Are assignments in the mortgage industry
12 common?

13 **A** Yes.

14 **Q** Are they legally proper to do that?

15 **A** Yes.

16 **Q** So you see that all the time?

17 **A** All the time.

18 **Q** You mentioned the name MERS. That is
19 something that Ms. Steffens mentioned and that has
20 come up now as being the nominee. What are those
21 initials stand for, M-E-R-S?

22 **A** Mortgage Electronic Registration Systems.

23 **Q** Are you familiar with MERS?

24 **A** I am. MERS as an entity basically will set
25 up to make more efficient the transfer of a mortgage

1 from one entity to another. That is their main role.

2 Q All right. So based on that document that
3 has been identified as Defendant's Exhibit 2, who is
4 the current owner of Ms. Steffens note and mortgage?

5 A Deutsche Bank National Trust Company as
6 trustee for GSAA, Home Equity Trust 2006, Asset
7 Backed Certificate, Series 2006-10. It is the full
8 name of the trust. For short, we say Deutsche Bank.

9 MR. O'CONNOR: Madam Court Reporter, can I
10 have the exhibits that the plaintiff -- does she
11 have them?

12 THE COURT: Let's leave the exhibits that
13 have been admitted with the court reporter.

14 MR. O'CONNOR: Okay. Will you give your
15 exhibits to the court reporter?

16 (WHEREUPON, there is a pause.)

17 MR. O'CONNOR: May I continue, Your Honor?

18 THE COURT: Certainly.

19 BY MR. O'CONNOR:

20 Q I'm going to hand you what Ms. Steffens
21 marked as Plaintiff Exhibit 1. Can you identify that
22 document?

23 A Yes. This is an assignment of mortgage.

24 Q What is the date of the second one that I
25 gave you, the one that Ms. Steffens introduced?

1 **A** July 21, 2013.

2 **Q** Who is that an assignment from? From who
3 to who?

4 **A** The same entity. From MERS to Deutsche
5 Bank.

6 **Q** Does it appear that the same assignment was
7 essentially recorded more than once?

8 **A** I am not sure if it was recorded more than
9 once. It does look like this assignment was
10 recorded.

11 **Q** The later one was recorded?

12 **A** Was recorded, yes.

13 **Q** It does appear to be the same assignment?

14 **A** The same assignment, yes, from the same
15 entity to the same entity.

16 **Q** Is there anything improper about that?

17 **A** No. Well, you do see an assignment. It is
18 nothing uncommon about an assignment being completed
19 with the same names. But again, this one was
20 recorded. I'm not sure if this one was recorded or
21 not. But this one was recorded.

22 **Q** Tell me that date again on the recorded
23 one.

24 **A** It is July 24, 2013.

25 **Q** Okay. Thank you. So who is the servicer

1 of Ms. Steffens mortgage loan?

2 **A** Ocwen Loan Servicing, LLC.

3 **Q** Prior to Ocwen -- do you recall what date
4 Ocwen became the loan servicer?

5 **A** March 1, 2013.

6 **Q** Who was the previous servicer prior to
7 Ocwen?

8 **A** American Home Mortgage Services, Inc.

9 **Q** When a new company becomes the mortgage
10 loan servicer, tell the jury briefly what brings that
11 about and how that works.

12 **A** Well, a few things can happen. An investor
13 can decide to change mortgage companies, mortgage
14 servicing companies. Or in this case, one servicing
15 company can be acquired by another mortgage servicing
16 company. It was in the case with my prior company
17 Litton Loan Servicing was acquired by Ocwen as well.
18 But what happens is on a notice of transfer letter
19 they sent to the borrower to let the borrower know
20 who the new servicer is.

21 **Q** Okay. That was my next question. So when
22 the servicing transfer is transferred, is it required
23 by law that the borrower be notified of that in
24 writing?

25 **A** That is correct. That is a RESPA

1 requirement. RESPA stands for Real Estate Settlement
2 Procedures Act.

3 Q And what is that notification called?

4 A It's a notice of transfer, notice of
5 servicing transfer letter.

6 Q Okay. Let me hand you what has been marked
7 as Defendant's Exhibit 3. Please identify that
8 document.

9 A This is a copy of the notice of servicing
10 transfer. The letter was sent out on February 13 to
11 Ms. Steffens at her mailing address notifying her
12 that this loan was being transferred from Homeward to
13 Ocwen effective March 1st, 2013.

14 Q You mentioned previously that is governed
15 by federal law?

16 A That is correct, yes.

17 Q What is the name of that statutory --

18 A It is a RESPA requirement. Again, that is
19 Real Estate Settlement Procedures Act.

20 Q Okay. I will represent to you that RESPA
21 states that each servicer of any federally related
22 mortgage loan shall notify the borrower in writing of
23 any assignment, sale or transfer of the servicing of
24 the loan to any other person. Is that the section of
25 the federal code that you are familiar with?

1 **A** That is correct.

2 **Q** Is that what you were referring to as
3 RESPA?

4 **A** Yes.

5 **Q** Okay. Based on looking at that document,
6 does it appear that that was mailed to Ms. Steffens?

7 **A** Yes.

8 **Q** In fact, you heard her admit earlier today
9 that it was mailed to her and she did receive it,
10 correct?

11 **A** That's correct.

12 **Q** Was that sent to her by first class mail?

13 **A** Yes.

14 **Q** So there are a number of requirements of
15 RESPA in terms of notices of servicing transfer. I
16 would like for you to just look at the document and
17 ask you if each of these have been complied with in
18 that particular notice of servicing transfer. Does
19 it contain the effective date of the transfer of
20 servicing?

21 **A** Yes, it does.

22 **Q** What is that date?

23 **A** March 1st, 2013.

24 **Q** Does it contain the name, address and
25 telephone number of the transferee servicer?

1 **A** Yes. The transferee in this case would be
2 Ocwen Loan Servicing, the new service company.

3 **Q** Is that on there?

4 **A** Yes.

5 **Q** Does it contain a toll-free or collect
6 telephone number for the employee of the transfer and
7 transferee servicer or the department of the
8 transferor or transferee servicer that can be
9 contacted by the borrower to address inquiries
10 related to the transfer?

11 **A** Yes, it does.

12 **Q** Are those phone numbers in there?

13 **A** Yes.

14 **Q** Can you read those into the record?

15 **A** Homeward Residential, Customer Care
16 Department, area code 877-304-3100.

17 **Q** What is the other one?

18 **A** For Ocwen Loan Servicing, Ocwen Loan
19 Customer Care Center is 1-800-746-2936.

20 **Q** Okay. Does the notice also contain the
21 date on which the transferor or servicer will cease
22 to accept payments relating to the loan and the date
23 when the transferee will begin to accept payments?

24 **A** Yes. The date that the transferee begins
25 accepting payments is March 1st, 2013. The last date

1 that the transferor receives payments is February
2 28th, 2013.

3 Q The fifth requirement out of six is that it
4 contain any information concerning the effect the
5 transfer may have, if any. Is that material in the
6 notice?

7 A Yes. The following two or three pages list
8 a number of items that refer to that.

9 Q Are those --

10 A Just important disclosures.

11 Q Important disclosures and are there
12 frequently asked questions in there as well?

13 A That's correct.

14 Q The last requirement is a statement that
15 the transfer of servicing does not affect any term or
16 condition of the security instruments other than the
17 terms which relate directly to servicing the loan.
18 Does it contain that?

19 A Yes, it does.

20 Q Where does it contain that?

21 A Right in the first paragraph.

22 Q What does that say?

23 A It states that the transfer of servicing of
24 your account does not affect any term or condition of
25 your financing agreement other than the terms

1 directly related to the servicing of your account.

2 **Q** Okay. In reviewing the notice of servicing
3 transfer as a whole, as you sit here today, as we
4 just reviewed it, can you confirm that Ocwen complied
5 with the RESPA requirements that are applicable to
6 notices of servicing transfer?

7 **A** Yes.

8 **Q** Okay. If you would, just put that in the
9 stack with the other exhibits. Thank you. Now,
10 prior to Ocwen the -- the servicer of this loan --
11 before Ocwen was involved in any way with Ms.
12 Steffens, did Ms. Steffens get in a dispute with the
13 prior holder of the same note and mortgage?

14 **A** Yes.

15 **Q** Did she file a lawsuit in 2011 regarding
16 that dispute?

17 **A** Yes, she did.

18 **Q** Was Ocwen a party to that lawsuit?

19 **A** No, Ocwen was not.

20 **Q** All right. Ask you to -- ask you to look
21 at this document which is marked Exhibit 4. This is
22 another copy of it. Identify that document, if you
23 will please.

24 **A** Okay. This is a confidential release and
25 settlement agreement.

1 Q Okay. I'm going to ask you to -- how did
2 the 2011 lawsuit that Ms. Steffens brought against
3 several of the same defendants, how did that matter
4 end?

5 A I'm sorry. Can you repeat that?

6 Q How did that 2011 lawsuit conclude?

7 A It concluded with a settlement. Basically,
8 the release of any claims against the defendants, it
9 also had a modification of the loan that the
10 defendants would modify the loan and that both
11 parties agree that there would be a stipulation for
12 dismissal of the case.

13 Q Were those the obligations that the
14 defendant had under the settlement agreement?

15 A That is correct.

16 Q Did all three of those things happen?

17 A Yes.

18 Q You, in fact, heard Ms. Steffens testify
19 earlier that all three of those things happened?

20 A That's correct. Yes.

21 Q All right. So to the extent that Ocwen had
22 any duties under that settlement agreement, even
23 though it wasn't a party to the 2011 lawsuit, they
24 later did become the servicer of the loan which you
25 agree. Did Ocwen do everything it was supposed to do

1 and required to do under the settlement agreement, if
2 anything?

3 **A** That's right.

4 **MS. STEFFENS:** Objection. Ocwen was not
5 part of that agreement. They were not part of
6 that. They were not stated on the front cover,
7 is that correct?

8 **THE WITNESS:** That is correct, yes.

9 **THE COURT:** Wait just a minute. You can
10 do that on cross-examination.

11 **MS. STEFFENS:** That's right. Sorry about
12 that.

13 **MR. O'CONNOR:** It's not a proper objection.
14 That is all, Judge. May I continue, Your Honor?

15 **THE COURT:** Certainly.

16 **BY MR. O'CONNOR:**

17 **Q** Let's talk about the current status of the
18 loan, Mr. Flanagan. Ms. Steffens has alleged in her
19 complaint that Ocwen refused to accept the loan
20 modifications. Let's talk about that. Was the loan
21 modification that Ms. Steffens entered into in 2012
22 in conjunction with the settlement agreement, was the
23 implemented?

24 **A** Yes.

25 **Q** Okay. Let me hand you what has been marked

1 as Exhibits 6 and 7.

2 A Okay.

3 Q Can you identify for the jury what those
4 documents are?

5 A Yes. These are the transaction histories
6 for both American Home Mortgage Servicing, Inc. as
7 well as Ocwen Loan Servicing.

8 Q This is consistent with Ms. Steffens
9 testimony on my cross-examination earlier today
10 but did Ms. Steffens make payments to American Home
11 Mortgage Servicing, Inc. following the modifications
12 settlement agreement in 2012?

13 A Yes, she did.

14 Q When did she start paying?

15 A It was right after the loan was modified.

16 Q Did she continue to make a number of
17 payments after the loan modification?

18 A That's right. Even up until the loan was
19 transferred to Ocwen, she made payments to Ocwen as
20 well.

21 Q Did she pay the modified amount?

22 A Yes.

23 Q In other words, an amount that reflects
24 that it was a payment that was per the terms of the
25 loan modification?

1 **A** That is correct, yes.

2 **Q** How much were those payments?

3 **A** \$513.84.

4 **Q** You heard her testify about the earlier?

5 **A** That's correct.

6 **Q** After -- and you testified earlier that
7 Ocwen took over the servicing effective March 1 of
8 2013?

9 **A** That's correct.

10 **Q** Did Ms. Steffens make payments to Ocwen
11 after Ocwen became the servicer?

12 **A** Yes, she did.

13 **Q** Okay. How many payments did she make to
14 Ocwen?

15 **A** She made two. She made the April and May
16 payments. That's it. Her account is actually due
17 for June 2013.

18 **Q** Has she made any payments since those two
19 payments that she made in the spring of 2013?

20 **A** No.

21 **Q** So the loan has been in default for how
22 long, since when?

23 **A** About 17 months, 17 or 18 months.

24 **Q** All right. Ms. Steffens talked some -- let
25 me put those in the stack. One more thing while we

1 are still on that topic, let me hand you what has
2 been marked as Exhibit 8. Can you identify what
3 those are?

4 A Yes. These appear to be the payments that
5 were actually made to Ocwen by Ms. Steffens.

6 Q So that is consistent with the payment
7 history that you just looked at?

8 A That's correct.

9 Q You can just put that one on the stack as
10 well. Ms. Steffens referred earlier today to a
11 charge of \$55 on her account. Let's talk about that.
12 Have you reviewed her account history, loan history?

13 A Yes.

14 Q Did you note that \$55 charge that was put
15 on there?

16 A I didn't see the charge. It was noted on
17 one of the statements as a prior servicer charge. I
18 wasn't able to look back at the prior history to see
19 exactly where it came from but that amount was from
20 her account or credited to her account.

21 Q All right. I will ask about that in a
22 moment. But you noted that apparently was that
23 charge on the account with the transfer, when the
24 service was transferred over to Ocwen?

25 A Yes.

1 Q What did Ocwen do about that \$55 charge?

2 A That amount was eventually taken off of the
3 loan.

4 Q Was it credited back to her account?

5 A That's correct.

6 Q Was that reflected in one of these exhibits
7 that you just looked at? Was it reflected in Exhibit
8 6?

9 A Yes, it is.

10 Q Okay. Does it show on there where the full
11 amount of the \$55 was credited back?

12 A Uh, yes, it does.

13 Q Okay. Do you have a sense of why Ocwen
14 credited that payment back to her account?

15 A Well, again, it was apparently a charge
16 again. I don't know if it was from the prior
17 servicer. It looked like it may have been. It
18 listed as a prior servicer fee. It did not appear to
19 be a late charge. I don't know. It was a charge
20 that was credited back to her account.

21 Q Is it possible that it was a proper
22 legitimate charge on the account?

23 A Possibly.

24 Q But nonetheless, was it credited back?

25 A Yes.

1 **Q** So basically just give her the benefit of
2 the doubt?

3 **A** That's right.

4 **Q** All right. Put that back in order, if you
5 will. In your review of the account statements and
6 account history, were there any other charges to Ms.
7 Steffen's account, either from the prior servicer or
8 from Ocwen that could not be explained or accounted
9 for?

10 **A** No.

11 **Q** Just that one \$55 charge?

12 **A** That's correct.

13 **Q** That one was credited back?

14 **A** Yes.

15 **Q** Let's talk about some of the claims and
16 allegations that Ms. Steffens has made in this
17 lawsuit. She has alleged in her complaint that there
18 has been a break in the chain of title. To your
19 understanding, based on your review of the account,
20 has there been any issue or problem regarding the
21 title to this property, 6 Azalea court?

22 **A** No, there was not.

23 **Q** Who is the title owner of the property?

24 **A** The title owner would be the borrower.

25 **Q** And that is Ms. Steffens?

314

1 **A** That is Ms. Steffens, correct.

2 **Q** Who is the mortgage lien holder?

3 **A** That would be Deutsche Bank.

4 **Q** Who is the loan servicer?

5 **A** Ocwen Loan Servicing.

6 **Q** Is there any problem with the title?

7 **A** No.

8 **Q** We already talked about the assignments.

9 You actually identified a couple of assignments, one
10 that was recorded and one was not but they were both
11 assignments from MERS and Deutsche Bank?

12 **A** That's correct.

13 **Q** Any problem with either of those
14 assignments of mortgage?

15 **A** No.

16 **Q** Anything that you saw that was missed or
17 wrong or unlawful on either one of those?

18 **A** Nothing improper. MERS, again, the
19 assignments are transferred into the new lenders from
20 MERS all the time. That is the main reason that MERS
21 was created in the first place. There is nothing
22 improper about that.

23 **Q** Ms. Steffens has alleged that she was never
24 notified who the loan servicer was who she was
25 supposed to pay but she did make payments on the

1 loan, in fact, two payments after Ocwen took over her
2 servicing?

3 A That's correct.

4 Q Did we look at Exhibit 8 that showed that?

5 A Yes.

6 Q As well as these two.

7 A That's correct. Proofs of payment from the
8 borrower and they do show up on the loan history as
9 well.

10 Q In your view, does it appear that Ms.
11 Steffens knew who she was supposed to pay?

12 A I believe so, yes.

13 Q And, in fact, did pay the correct party?

14 A Yes, she did.

15 Q But then she stop paying?

16 A That's correct.

17 Q Okay. And uh, -- Okay. Let me have you look
18 at -- Ms. Steffens has made a number of assertions
19 today that she wrote some letters that were not
20 responded to. Do you recall hearing that?

21 A I do.

22 Q All right. I have got this marked as
23 Exhibit 9. If you could, take a look at that. I
24 know that it is one, two, three, four, five, six,
25 seven items total. If you could, just look at all of

1 those and tell the jury what each of those is. I
2 don't know that they are in chronological order.
3 Let's put them in chronological order. (Pause.)

4 So now, did we put them in correct
5 chronological order?

6 **A** I believe so.

7 **Q** If you could just go through and identify
8 each of those for the jury. On the ones that came
9 from the defendants, if you could, just identify what
10 those are and what they say.

11 **A** Okay.

12 **Q** The ones that came from Ms. Steffens, she
13 already talked about those. Just tell the jury what
14 it is and what the date of it is, but you don't need
15 to describe what it is.

16 **A** We got a letter here from Ms. Steffens that
17 is dated February 7th -- February 17th, 2013.

18 **Q** Okay.

19 **A** There is a letter from Ocwen that is dated
20 March 4th, 2013.

21 **Q** What does that letter say?

22 **A** This letter basically breaks down the
23 amount of money that is actually owed on the loan.
24 It lists the principal balance. It list the secure
25 or deferred interest balance. That is the amount

1 that actually gets deferred to the end of the loan
2 when there is a balloon loan. It also lists the
3 charge of \$55.

4 Q What is the next item?

5 A This is another letter dated by Ms.
6 Steffens. It is dated March 8th, 2013.

7 Q Okay. What is the next item?

8 A This is another letter dated by Ms.
9 Steffens dated March 11th, 2013.

10 Q All right. What about the next one?

11 A Another letter by Ms. Steffens dated March
12 25th, 2013.

13 Q Okay. What is the next item?

14 A The next one is a letter from Homeward
15 responding to Ms. Steffens. It is dated April 12th,
16 2013 and the letter basically says we received your
17 correspondence on the above-referenced loan. It is
18 basically talking about a re-analyzation of her
19 escrow account. Effectively letting her know what
20 the monthly payment is on this letter.

21 Q What is the next item?

22 A The next letter is from Ocwen. It is dated
23 June 25th, 2013. It talks about -- it says we have
24 received your correspondence requesting research be
25 performed on your reference loan. It is telling that

1 they won't be able to respond in 20 days and to be
2 afforded more time to respond to the borrowers.

3 Q Is it fair to say there was a number of
4 correspondence that came from the servicer in
5 response to Ms. Steffens letters?

6 A There were correspondence sent out, yes.

7 Q No further questions.

8 THE COURT: Cross-examination.

9 CROSS-EXAMINATION

10 BY MS. STEFFENS:

11 Q This last letter dated June 25th of 2013
12 ask for another 20 days extension to answer. The
13 first letter I sent out was back in February. That
14 makes no sense. How long have you been working for
15 Ocwen in this capacity as senior loan analyst?

16 A I have been a loan analyst with Ocwen since
17 the takeover from Litton, since September 2011.

18 Q Are you an attorney?

19 A No, ma'am.

20 Q Do you analyze titles?

21 A I am not an expert on analyzing titles, no,
22 ma'am.

23 Q Have you ever seen me before?

24 A First time today.

25 Q Did you see me sign any of these documents?

1 **A** No, ma'am. I didn't.

2 **Q** How do you keep these documents an ordinary
3 day's work? In a computer?

4 **A** Typically, that is how they are kept.
5 Documents are scanned into a database. They are sent
6 over from the prior servicer. Some of the originals
7 are kept with the custodian or what we would consider
8 our Ocwen vault. Things like the original note, the
9 original mortgage, the title policy, other pertinent
10 documents, the original of those are usually kept
11 with the custodian or in the vault.

12 **Q** But you are not that custodian, is that
13 correct?

14 **A** I am not the person in charge of keeping
15 those documents, no.

16 **Q** Have you ever seen any of the documents
17 from me on paper?

18 **A** Are you referring to the original
19 documents?

20 **Q** Yes.

21 **A** I believe -- I believe the note. I don't
22 -- I may have seen the note.

23 **Q** Did you see me sign it?

24 **A** I did not see you sign it, no.

25 **Q** So pretty much your records of what you

1 keep in your database, is that correct?

2 **A** Yes ma'am. Like I said, we keep the
3 records in the database. We keep the original note
4 and the mortgage with a custodian or in our vault.

5 **Q** Do you presently have my note and mortgage
6 in the vault?

7 **A** It may be with counsel at this time. I
8 believe the note is.

9 **Q** You believe the note is where?

10 **A** It may be with counsel.

11 **Q** When did they remove the \$55 fee?

12 **A** This was the remainder of that \$55 fee. My
13 review was done in two portions. There was a credit
14 that was placed on the account back in November 2013
15 of \$44.30. The remaining \$10.70 was credited back to
16 the loan on October 10th, just recently. \$10.70.

17 **Q** Can you tell me why they would not answer
18 any of my letters with a definitive answer?

19 **A** I am not sure if the responses that you
20 received -- I don't know why you don't feel like they
21 were definitive. There were responses sent.

22 **Q** All right. There were responses but they
23 did not address the \$55 fee. All they did was say we
24 need another 20 days to answer.

25 **MR. O'CONNOR:** Objection. Argumentative.

1 **THE WITNESS:** That is correct. That is
2 correct. But as I stated before, that fee has
3 been waived.

4 **BY MS. STEFFENS:**

5 **Q** Now it has, yes. We could have avoided all
6 of this if the letter had been sent. But it never
7 was sent. Then when I called them up, they told me
8 that they, uh, don't do settlement agreements or
9 settlements. They only do government loan
10 modifications. Why would they tell me that?

11 **A** I was not part of the conversation. I did
12 not even know that it happened.

13 **Q** It did happen.

14 **A** I am not denying that it did.

15 **THE COURT:** Again, keep it to question and
16 answer please.

17 **BY MS. STEFFENS:**

18 **Q** Would you take a look at the assignment?

19 **A** Yes ma'am. Okay.

20 **Q** I think there is more than one assignment.
21 It is a single page.

22 **A** I have it in front of me here.

23 **Q** Okay. What is the date the document was
24 signed?

25 **THE COURT:** Is that Plaintiff's Exhibit --

1 I mean Defense Exhibit?

2 **THE WITNESS:** This is Plaintiff's Exhibit.

3 **THE COURT:** Plaintiff's Exhibit 1?

4 **THE WITNESS:** Yes, sir.

5 **THE COURT:** Okay.

6 **THE WITNESS:** Looks like it is signed July
7 24th, 2013.

8 **BY MS. STEFFENS:**

9 **Q** When was it actually recorded at the
10 Register of Deeds?

11 **A** October 4th, 2013.

12 **Q** You don't do title abstracts, is that
13 correct?

14 **A** That is correct. Yes, ma'am.

15 **Q** Who was paying the taxes and insurance?

16 **A** You have an escrow account that is set up.
17 Typically, what happens when that is done, the
18 mortgage servicer pays the taxing authority and the
19 insurance company.

20 **Q** And who pays the actual principle of the
21 mortgage?

22 **A** You do.

23 **Q** I am not paying it. So who is paying it?

24 **A** No one. You still have the same principle
25 balance that you had since you made your last payment

1 on the loan.

2 Q So you are not paying Deutsche Bank?

3 A No.

4 Q Do you have any of the documents that show
5 how Deutsche Bank is being paid by Ocwen Loan
6 Servicing?

7 A I do not.

8 Q Do you have any documents that show the
9 actual chain of money and how the loan is transferred
10 from American Home Mortgage also known as Homeward to
11 Deutsche Bank? Do you have documents to show how
12 that --

13 MR. O'CONNOR: Your Honor, I want to object
14 on the grounds of relevance per your rulings on
15 our DV motions. None of this pertains to --

16 THE COURT: I understand. I understand.
17 How is it relevant as far as the transfer?

18 MS. STEFFENS: How is the mechanism that it
19 was transfer?

20 THE COURT: Yes, ma'am.

21 MS. STEFFENS: Well, under the Fair
22 Declaration Practices Act, they have to show
23 every transaction and every document that is
24 required to move it from one space to another.

25 THE COURT: Very good. That is all I

1 needed to know.

2 **MS. STEFFENS:** If you haven't read the Fair
3 Declaration Practices Act, it is very
4 interesting for anybody who has debt to pay.

5 **THE COURT:** Do you know the answer?

6 **THE WITNESS:** What was the question again?

7 **BY MS. STEFFENS:**

8 **Q** Do you have the exact mechanism that the
9 loan or my note was moved from American Home Mortgage
10 known as Homeward Residential into Ocwen and then how
11 the payments are being made to the Deutsche Bank
12 Trust?

13 **A** The only document that I have the concerns
14 that would be the notice of transfer from one
15 servicer to the other.

16 **Q** Only the notice of transfer?

17 **A** The notice of transfer that is required by
18 RESPA.

19 **Q** Right. But there also has to be some kind
20 of a contract and arrangement to get that money into
21 Deutsche Bank National Trust which closed in 2006.

22 **MR. O'CONNOR:** Your Honor, I have to renew
23 my objection. She does not have a claim to that
24 pertains to that. There is no claim in the
25 lawsuit that pertains to that so it is not

1 relevant.

2 **THE COURT:** I'm going to overrule the
3 objection. I want to hear the answer if he
4 knows.

5 **BY MS. STEFFENS:**

6 **Q** Yes. Do you know of any documentation that
7 is used to remove the payments that I pay to Ocwen
8 and then it goes to the creditor? Do you have
9 anything -- any document that shows that?

10 **A** I do not, no.

11 **MS. STEFFENS:** Thank you. That is all,
12 Your Honor.

13 **THE COURT:** Very good.
14 Redirect?

15 **MR. O'CONNOR:** Nothing on redirect, Your
16 Honor.

17 **THE COURT:** All right. Very good. You
18 may step down.

19 Any further witnesses?

20 **MR. O'CONNOR:** No Sir.

21 **THE COURT:** All right. Mr. Foreman,
22 Ladies and Gentlemen of the jury, it is now a
23 quarter until five. My experience is such that
24 we have two days. One begins early in the
25 morning and goes until about 5 o'clock and then

1 another one starts at about 5 o'clock and
2 continues to go on forever. For that reason, I
3 usually break at 5 o'clock. I know there are
4 things to do, ballgames and meetings and other
5 things that now will take place. That is why I
6 usually will try to break close time to 5
7 o'clock.

8 This case is not ended. In other words, we
9 still have -- well, is there any reply
10 testimony?

11 **MS. STEFFENS:** No.

12 **THE COURT:** All right. Of course, you
13 pretty much covered everything.

14 **MS. STEFFENS:** Yes, sir.

15 **THE COURT:** But anyway, what I am saying
16 is that we still have to have the argument by
17 counsel and my charge on the law before it is
18 given to you. I also tell -- so we are not
19 going to complete it today.

20 I also tell jurors in this is probably the
21 most difficult time for you. You are going
22 home. They will ask you what are you doing.
23 You will say I have been drawn on a jury. What
24 is it about? You are going to have to say well
25 I can't tell you. They will say why not. You

1 will say because the judge said so. They will
2 say something like that is ridiculous.

3 I think you do understand this case is
4 important to everybody involved and it needs to
5 be resolved in the right proper fashion. No one
6 who has not been sitting with you today and that
7 jury box has heard the first bit of testimony
8 and heard the first exhibit. Therefore, they
9 know nothing about the case at all. They can
10 only interfere with the proper resolution.

11 There is a reason for not -- my charge to
12 you not discussing it. That is just it. You
13 have to wait until you have everything before
14 you even think about anything. If the
15 individual doesn't understand when you say the
16 judge told you so that you can discuss it, I
17 will be here.

18 This will be the next thing I will be
19 asking you -- I come from Oconee County which is
20 well over an hour today. We did not have mail
21 today, but I know I will have mail tomorrow. I
22 would like to stop by my office at 9 o'clock in
23 the morning. Could we start at 10 o'clock in
24 the morning? Is that all right? Very good.

25 So tell the person, if one does insist on

1 having an explanation, that I will be here at 10
2 o'clock. With that, I will excuse you until 10
3 o'clock in the morning. Come back to the jury
4 room as you did after lunch and we will start
5 the case then. Very good. I have enjoyed
6 working with you today. I look forward to
7 working with you tomorrow. Everyone else remain
8 seated while the jury exits the courtroom.

9 **(WHEREUPON, the jury exits at approximately**
10 4:47 p.m.)

11 **THE COURT:** All right. Anything from the
12 plaintiff before we take the evening recess?

13 **MS. STEFFENS:** Evening recess sounds like a
14 good idea, Your Honor.

15 **THE COURT:** Anything from the defendant?

16 **MR. O'CONNOR:** I just would like to renew
17 our DV motion, Your Honor.

18 **THE COURT:** I am going to let the one
19 action go to the jury.

20 **MR. O'CONNOR:** Just the breach of contract?

21 **THE COURT:** The breach of contract. It
22 was more than just a question and answer as to
23 whether requirements is that there have to be
24 some scheme of things. I am going to, I am
25 satisfied that the question was relevant.

1 **MR. O'CONNOR:** Yes, sir, Your Honor. In
2 light of the fact that the testimony is closed,
3 may Mr. Flanagan be excused from the trial?

4 **THE COURT:** You have any reason? All
5 right. Without objection, you will be excuse.
6 Go back to Texas.

7 **MR. O'CONNOR:** Thank you, Your Honor.

8 **THE COURT:** Have a good trip. See you in
9 the morning at 10 o'clock.

10 **MR. O'CONNOR:** Thank you, Your Honor.

11 **(WHEREUPON,** the Court recesses at approximately
12 4:49 p.m.)

P R O C E E D I N G S

(WHEREUPON, the Court resumes on the 14th day of October, 2014 at approximately 10:24 a.m.)

THE COURT: We are back on the case of Steffens versus Ocwen Loan Servicing, et al. Let's see. We completed the plaintiff's case and the defense case. There is no reply. All of the testimony and evidence is complete, is that correct, Ms. Steffens?

MS. STEFFENS: As far as I can tell, yes, sir.

THE COURT: As far as you were concerned, is that correct? In other words, if you have something else you need to introduce or something else, that is fine.

MS. STEFFENS: Just my closings.

THE COURT: Yes, ma'am. I am talking about the record. In other words, the evidence. Any other evidence, testimony or exhibits?

MS. STEFFENS: No, sir.

THE COURT: Anything from the defense?

MR. O'CONNOR: No, sir, Your Honor.

THE COURT: All right. All right. Is there anything before we -- let's see. We got the charges. You have a verdict form? Or

1 request to charge?

2 **MR. O'CONNOR:** Your Honor, we did have a
3 question about that.

4 **THE COURT:** Let me hear it.

5 **MR. O'CONNOR:** Yes, sir. We would like for
6 the verdict form to include the request that the
7 jury apportion liability, if any, by specifying
8 a percentage assignable to each of the
9 individual defendants. Actually, in conjunction
10 with that -- before even getting to that, I
11 don't know if this is the appropriate time for
12 this. We really would like to ask you to
13 dismiss all of the defendants other than Ocwen
14 and the prior servicer which is AHMSI now known
15 as Homeward because no evidence has been
16 presented --

17 **THE COURT:** What do you say about that,
18 Ms. Steffens? The motion is to dismiss the
19 action against --

20 **MS. STEFFENS:** MERS, MERSCorp.

21 **THE COURT:** No, MERS is still in. Is that
22 right?

23 **MR. O'CONNOR:** No, sir. We would submit
24 that the proper action of the court would be to
25 dismiss all defendants other than Ocwen and the

1 prior servicer which is formally known as AHMSI
2 now known as Homeward. Those are the only
3 parties that could have breached the settlement
4 agreement if anyone did.

5 **THE COURT:** That would be American Home
6 Mortgage Servicing, Inc. also known as Homeward
7 Residential?

8 **MS. STEFFENS:** Yes.

9 **MR. O'CONNOR:** Yes.

10 **THE COURT:** What do you say about that?
11 In other words, the defendants would be Ocwen
12 Loan Servicing, LLC and American Home Mortgage
13 Servicing, Inc.

14 **MS. STEFFENS:** My only statement about this
15 is that MERS was the nominee of that transfer on
16 the assignment. They transferred as a nominee
17 from one entity to another.

18 **MR. O'CONNOR:** Your Honor, if I may --

19 **THE COURT:** Well, let's hear about it.
20 The one thing that hangs in there is that --
21 forgive my English. Continues to hang in there
22 is the charge.

23 **MR. O'CONNOR:** Yes, sir.

24 **THE COURT:** Didn't that originate with
25 MERS?

1 **MR. O'CONNOR:** No, sir. That was a
2 servicer related charge which came over to Ocwen
3 from the prior servicer. Your Honor granted the
4 directed verdict as to all causes of action
5 other than the breach of contract and the bad
6 faith. Everything that has to do with the quiet
7 title, declaratory judgment, gross negligence
8 and negligence --

9 **THE COURT:** Where is the source of the
10 charge of that Ocwen picked up --

11 **MR. O'CONNOR:** Yes, sir. That was
12 servicing related. Ocwen is a servicer.

13 **THE COURT:** Is that the master servicer or
14 securities administrator?

15 **MR. O'CONNOR:** No, sir.

16 **THE COURT:** Where did the \$55 charge come
17 from?

18 **MR. O'CONNOR:** It came from AHMSI now known
19 as Homeward.

20 **THE COURT:** That's what I'm saying. So if
21 that is the source of it, I think they would
22 stay in.

23 **MR. O'CONNOR:** Yes, sir.

24 **THE COURT:** And you are saying that.

25 **MR. O'CONNOR:** Yes, sir. But all of the

1 other defendant should -- yes, sir.

2 **THE COURT:** It's almost like Big Daddy
3 Lipscomb, the center on the Baltimore Colts. He
4 would grab all the offensive linemen until
5 finally he found the one with the ball and throw
6 him out.

7 **MR. O'CONNOR:** Yes, sir.

8 **THE COURT:** We are trying to eliminate all
9 the other so we know where we stand.

10 **MR. O'CONNOR:** Yes, sir.

11 **THE COURT:** The source of the \$55 would be
12 American Home Mortgage.

13 **MR. O'CONNOR:** Right. Then Ocwen inherited
14 that. When we say all the other defendants --

15 **THE COURT:** Would you say about that, Ms.
16 Steffens?

17 **MS. STEFFENS:** My only point is that MERS
18 is on the assignment and is the nominee to
19 transfer.

20 **THE COURT:** We haven't had any testimony
21 that the transfer was --

22 **MS. STEFFENS:** Yes, sir.

23 **THE COURT:** What I am trying to do is
24 really to get this down so the jury would
25 understand otherwise they have all these other

1 names there.

2 **MS. STEFFENS:** Wells Fargo never appeared
3 in this case in any event.

4 **THE COURT:** All right. What I'm going to
5 do is grant the motion to directed verdict --
6 you are doing this as the defendants on behalf
7 of all of the defendants?

8 **MR. O'CONNOR:** Except Wells Fargo. I don't
9 represent Wells Fargo. I can't properly move.
10 I would submit that Your Honor sua sponte could
11 dismiss them on the grounds that no evidence has
12 been presented that they had any wrongdoing or
13 any claim.

14 **THE COURT:** Well, I think what Ms.
15 Steffens is saying is that they are in default.

16 **MR. O'CONNOR:** Judge Welmaker specifically
17 found that they were not in default.

18 **THE COURT:** I don't know that.
19 Admittedly, I have a file like this. I did the
20 best I could yesterday in trying to figure out
21 the law and the facts of the case. If it has
22 been dismissed or at least was found not in
23 default would be the basis of any judgment, it
24 is a part of the record, Ms. Steffens, if you
25 decide to appeal it.

1 I am relying on Judge Welmaker's holding.
2 Unless I hear a change in the facts underlying
3 that, I think I will be bound by Rule 43(1) a
4 motion could be made to any judge and be denied
5 or be granted those subsequent motions under the
6 same state of facts will be maintained by any
7 judge. His judgment that they were not in
8 default stands.

9 MR. O'CONNOR: Yes, sir.

10 THE COURT: That does not change the case
11 against Ocwen or anything else.

12 MR. O'CONNOR: Again, I don't represent
13 that party. I just represent, as an officer of
14 the court, at the hearing on the summary
15 judgment motion, Ms. Steffens had sought to put
16 Wells Fargo in default. Judge Welmaker found
17 they were not properly served.

18 MS. STEFFENS: Judge Welmaker said they
19 were not properly served because I served them
20 in South Dakota and I have the documents that
21 were served. He said it had to be in this
22 state. My contention was that Wells Fargo is a
23 national bank and could be served anywhere.

24 THE COURT: The only thing is that is his
25 ruling. As I said, it is part of the record.

1 If you are not satisfied with outcome, you can
2 appeal that ruling as well. So now the action
3 is Neva Steffens versus Ocwen Loan Servicing,
4 LLC and American Home Mortgage Servicing also
5 known as Homeward Residential. Those are the
6 two defendants.

7 MR. O'CONNOR: Yes, sir.

8 THE COURT: Ocwen and American Home.

9 MR. O'CONNOR: Yes, sir.

10 THE COURT: That simplifies the matter.

11 MR. O'CONNOR: To revisit my initial
12 request, I would like for the jury form to ask
13 the jury to apportion a percentage of liability
14 between the two.

15 THE COURT: What is the basis of that? We
16 have a contribution statute. There is an action
17 against two defendants. You are representing
18 both. I'm not sure how you would do that.

19 MR. O'CONNOR: We do represent both. It
20 really is just a matter of --

21 THE COURT: I'm going to deny the motion.
22 I find it will be confusing to the jury. There
23 is a remedy if it is a joint contribution ---

24 MR. O'CONNOR: Very well, Your Honor.

25 THE COURT: --- for the parties. In fact,

1 I would suggest that the parties would have to
2 be individually represented to decide which one
3 is which.

4 **MR. O'CONNOR:** Yes, sir, Your Honor. Very
5 well.

6 **THE COURT:** That brings us down to a very
7 simple we, the jury, unanimously find for the
8 plaintiff or for the defendants. The defendants
9 would be limited to those.

10 All right. Of course, I will start with my
11 charges that I usually give. Of course, the
12 general charge is the duty of the jury on the
13 facts and as to the court. Credibility. The
14 witness was never qualified as an expert so I
15 will not have an expert witness testimony. Just
16 credibility of all the witnesses who appeared.
17 And it is by preponderance of the evidence,
18 direct and circumstantial. The only one left is
19 breach of contract which, of course, requires
20 existence of an agreement, offer and acceptance,
21 consideration, breach.

22 You have repudiation. What do you say
23 about that, Ms. Steffens? In other words, we're
24 going back to the agreement. Are you saying
25 that there is testimony that an individual who

1 would be authorized to speak for the defendants
2 said they do not honor such agreements and the
3 only honor --

4 **MS. STEFFENS:** Government loan
5 modifications. That was when I called Ocwen,
6 that is what I was told.

7 **THE COURT:** What do you say about that,
8 Mr. O'Connor?

9 **MR. O'CONNOR:** I don't think there has been
10 any evidence to support the notion that the
11 modification has been repudiated.

12 **THE COURT:** Well, we do have the testimony
13 that she was told this by a representative who
14 she called, who was at the other end of the
15 number provided by the defendants. I'm going to
16 let it in. Again, I think it is going to come
17 down to is insufficient evidence. I think it
18 will go to the jury. There is some evidence.
19 The jury can determine the weight of it and the
20 sufficiency of it.

21 **MR. O'CONNOR:** Very well, Your Honor.

22 **THE COURT:** So I am going to overrule your
23 objection to repudiation. Now, damages. That
24 is going to be a real problem. I will give the
25 general charge of damages. The plaintiff must

1 prove by preponderance or the greater weight of
2 the evidence that the plaintiff suffered damages
3 which were proximately caused by the defendant
4 is breach of contract. The plaintiff must prove
5 damages by the preponderance of the greater
6 weight of evidence. This does not mean that the
7 plaintiff must prove damages to a mathematical
8 certainty or produce evidence of a amount of
9 damages suffered. However, the amount of
10 damages cannot be left to guess work or
11 speculation.

12 Instead, the evidence presented by the
13 plaintiff must be enough to allow you to
14 determine the amount of damages to a reasonable
15 certainty and accuracy. Damages for a breach of
16 contract are those that may fairly and
17 reasonably be considered to arise naturally from
18 the breach of contract itself or those that may
19 be reasonably supposed to have been in the minds
20 of the parties at the time the contract was
21 made.

22 The plaintiff may not recover damages for
23 breach of contract unless the plaintiff shows
24 that he or she has performed -- uh, by the way,
25 I will allow this part of the contract

1 definition, of course, that they exist in every
2 contract. As far as damages, do you have
3 anything?

4 **MR. O'CONNOR:** No, sir. We did hand up one
5 additional proposed jury charge which is a
6 definition of bad faith from a case. I handed
7 that up.

8 **THE COURT:** All right. Let's see.

9 **MR. O'CONNOR:** Yes, sir. That's the one.

10 **THE COURT:** Have you seen this?

11 **MS. STEFFENS:** No, I haven't.

12 **THE COURT:** It is what I call old law.
13 Old law is good law. 1915.

14 **MS. STEFFENS:** Okay.

15 **THE COURT:** All right. I am going to give
16 the charge.

17 **MR. O'CONNOR:** Thank you, Your Honor.

18 **THE COURT:** All right. Actual damages is
19 damages to compensate the plaintiff and put her
20 as closely as possible in the same position he
21 or she was in before the breach of contract. In
22 other words, actual damages are actual losses
23 and expenses that the plaintiff has suffered
24 because the defendant breached the contract.
25 Any actual damages are the out-of-pocket cost

1 actually paid by the defendant as a result of
2 the breach of contract or other cost that
3 wouldn't have been realized if the contract have
4 been performed. We didn't have a written
5 contract introduced. We've had allegations and
6 assertions about a written contract.

7 MR. O'CONNOR: No, sir. It is the
8 settlement agreement.

9 THE COURT: The reason I ask is because I
10 have a charge, of course, on written contract.

11 MR. O'CONNOR: Yes, sir. It's one of --

12 THE COURT: Oh, it is -- it is in
13 evidence?

14 MR. O'CONNOR: Yes, sir.

15 MS. STEFFENS: Yes.

16 THE COURT: Very good. All right. I will
17 give the written. And I will also read the
18 intention of parties too.

19 MR. O'CONNOR: Yes, sir.

20 THE COURT: And reasonableness of
21 construction. I think that is about it. Of
22 course, all of those -- I have considered -- we
23 have -- when I say I, the court has, in other
24 words. The law clerk looked over them and then
25 we discuss them. All of those submitted by the

1 defendants that were not charged, it will be
2 noted that they were not charged. Also, that
3 goes to the one you requested to charge. I did
4 not feel it was applicable to the case that was
5 presented to the jury. I will note your
6 objection to my failure to charge those as well.

7 **MS. STEFFENS:** Thank you.

8 **THE COURT:** All right. Anything else?
9 Let's go to the jury.

10 **MR. O'CONNOR:** Thank you, Your Honor.

11 **THE COURT:** You do understand, Ms.
12 Steffens, that a civil action, you have the
13 responsibility to open fully. You open on the
14 law as you perceive it, as well as the facts.
15 The defendant will respond. Then, you will be
16 able to close. But you have to open fully. The
17 only thing you will be able to respond to is new
18 matter brought up by the defendant. Do you
19 understand?

20 **MS. STEFFENS:** I can only respond to what
21 he has already brought up?

22 **THE COURT:** What he brings up other than
23 what is in yours. In other words, you open
24 fully. You give your opening argument that you
25 want the jury to rely on. The defendant then

1 gives his side or their side of the law and the
2 facts. Your response has to be in reply to
3 whatever new matter they bring up that was
4 embodied by you. Obviously, he is going to have
5 an entirely different view. I think that gives
6 you much leeway.

7 It is what we call in the law sandbank. In
8 other words, you can't just get up and say do
9 what is right and then sit down. The defense
10 give their argument and then you give your total
11 argument. That is why we have the two
12 arguments. You have to open fully and then you
13 get to reply to what was brought up that you did
14 not talk about previously.

15 **MS. STEFFENS:** Closing arguments on front
16 of a jury, is that correct?

17 **THE COURT:** Yes, ma'am. You can use notes
18 if you want to, but they don't go to the jury.

19 **MS. STEFFENS:** Right.

20 **THE COURT:** The only thing that goes to
21 the jury is the exhibits. All right. Anything
22 else from the plaintiff?

23 **MS. STEFFENS:** No, I don't think so.

24 **THE COURT:** From the defense?

25 **MR. O'CONNOR:** Nothing further, Your Honor.

1 **THE COURT:** Very good. Ask the jury to
2 join us.

3 **(WHEREUPON,** the jury enters at approximately
4 10:48 p.m.)

5 **THE COURT:** All right. Good morning,
6 Ladies and Gentlemen of the jury. I am glad to
7 see you. Let the record reflect that the jury
8 and alternate are in the jury box. The bailiffs
9 and staff.

10 I thought for a moment when I was on my way
11 this morning that I might be on my way to Kansas
12 or something. I got here. Also while you were
13 waiting, we finished everything that needed to
14 be so that this case can now go to you, the
15 jury. Now -- not at this moment, but soon to
16 discuss the whole case. What you will now have
17 on the arguments by counsel and, of course, the
18 plaintiff and the charge on the law.

19 The plaintiff involved in the action has
20 the burden of proof. It also means that the
21 plaintiff opens the argument. The defense
22 responds. The plaintiff will reply to the
23 defense argument.

24 With that, I will recognize Ms. Steffens.
25 This will be true argument. Not like the

1 opening statement. The law and the facts as the
2 party perceives them as far as the law will be
3 up to me to instruct you. The facts are what
4 you determine.

5 You may proceed, Ms. Steffens.

6 **MS. STEFFENS:** Thank you.

7 Back in April 2012, I participated in a
8 confidential full release and settlement
9 agreement. That is when I had American Home
10 Mortgage Servicing Inc. as my servicer and they
11 changed their name to Homeward Residential.
12 Then, they sold the debt -- we're not sure how
13 it got moved -- to Ocwen Loan Services. Ocwen
14 sent me the RESPA letter. We discussed -- we
15 talked about that yesterday.

16 The settlement agreement does not allow any
17 further amounts to be put on there. I was
18 supposed to pay \$513.84 per month. I received a
19 mortgage statement from them with a \$55 fee.
20 That was in breach of my confidential full
21 release and settlement agreement.

22 I sent them letters because when I had
23 American Home Mortgage, I sent in 10 separate
24 loan modifications. They said they lost them
25 all. Then, when the next suit was in place, it

1 was against me, all of the documents were
2 produced to me that I sent in. They claim they
3 lost in all. I guess they did not lose it all.

4 The confidential settlement agreement makes
5 it clear that you can't put any more fees on
6 there. They did not answer any of my letters.
7 The first one I believe was in February. The
8 last one was in late March. Then, I called them
9 on the phone. That is what they told me. We do
10 not accept settlements unless -- we do not
11 accept settlements, only loan modifications.

12 That is when I decided that I would sue.
13 They were not going to negotiate with me at all.
14 I had already been through the nightmare with
15 American Home Mortgage and the loan modification
16 packages for almost a year.

17 I later found out that the reason they do
18 that is because they get paid \$1500 a pop for
19 each one of those packages. So when opposing
20 counsel produced from the request for production
21 -- the file was about that high. Opposing
22 counsel in this lawsuit also had 3300 documents.
23 95 or better percent of those documents were my
24 own documents. That does not help me to find
25 out why a \$55 fee was on there.

1 How that works -- why is it a violation of
2 my confidential settlement agreement? There are
3 breach of contract laws in South Carolina in
4 federal. Placing any kind of fee on here for
5 \$55 or any other is a violation of the
6 settlement agreement.

7 Not to mention that \$513.84 a month is hard
8 for me to pay. My business, which is bail bond
9 and which, unfortunately, is going down the
10 tubes, because they do discount bonds. The
11 discounting of the bond means if you don't have
12 the money to pay for the liability in case that
13 happens, that is going to be a business that I'm
14 going to get rid of and do a different business
15 because it is not producing enough money.

16 It is my opinion and now it is the rules in
17 the Consumer Finance Protection Bureau that
18 servicers have to talk to you, they have to
19 respond to you. There is a time when they have
20 to respond. They can't force insurance on you.
21 They can't arbitrarily change the mortgage
22 statement and put different amounts on it. They
23 can't do any of those things.

24 Of course, Ocwen has the dreadful
25 reputation, as do most mortgage servicers. I can

1 go into that on this part of the presentation.
2 We are basically at breach of contract because
3 the judge has determined that is where this is
4 going. To this day, I never received
5 correspondence from Ocwen or a phone call from
6 Ocwen explaining the \$55 fee. I never heard a
7 word. That is what I want to know, why it was
8 charged.

9 I did find out that my neighbor, also,
10 there were fees put on his account by Ocwen.
11 But it is a breach of contract. It is law under
12 the United States federal system and under the
13 state system that there was a breach of contract
14 law in place. I don't think I have anything
15 further. Thank you so much.

16 **THE COURT:** Mr. O'Connor?

17 **MR. O'CONNOR:** Thank you, Your Honor.
18 Please the court.

19 Ladies and Gentlemen, I want to thank you
20 again for the time that you have spent being
21 here yesterday and today. Especially this
22 morning with the rough weather. I appreciate
23 you paying attention and taking the matter
24 seriously and making the sacrifice to do this
25 important civic duty. My clients appreciate it.

1 And I appreciate it.

2 Ms. Steffens, you heard her talk a lot.
3 She is trying to make a case about a lot of
4 things. But she has revealed to you under my
5 cross-examination what it is really about for
6 her, which is that she does not want to pay her
7 mortgage payments anymore. She has explained
8 even this morning why it is difficult for her.

9 I don't have any dispute about that. My
10 client does not have any dispute. The fact that
11 it is a difficult thing under somebody's
12 personal circumstances to make the mortgage
13 payment is not a reason that it is the loan
14 services fault or the mortgage company's fault
15 that you can't make your payments. The law does
16 not support that. The charges that you hear
17 from the judge are not going to support that.

18 If it can't be paid, it is not the fault of
19 the servicer of the mortgage company. It is the
20 fault of the person who owes the money or
21 borrowed the money to purchase the home. If
22 they can't be paid, other arrangements need to
23 be made. The solution is not to file a lawsuit
24 and blame others.

25 When I asked Ms. Steffens, the key thing

1 she has said throughout the course of this case
2 is that she basically just wants to keep her
3 house but does not want to pay for it even
4 though there is a substantial balance owed on
5 the loan. She did not want to admit that.

6 I asked her right when I got up and started
7 cross-examining her, I said you have said
8 throughout this case in open court and when I
9 took your deposition last week that you
10 basically want the house for free, you don't
11 want to pay for it anymore. You want to keep it
12 and live in it. She denied that. She said no,
13 I did not say that.

14 I had the judge open the transcript for
15 deposition. You saw that happen yesterday. Not
16 only did she say it once, but she said at three
17 different times. I want to keep the house for
18 free. I don't want to pay for it anymore. When
19 I was walking back to put the transcript back on
20 the table, she interjected "only if I win".

21 That is where you come in, Ladies and
22 Gentlemen. It is your decision to make. Ms.
23 Steffens does not deserve to win this lawsuit.
24 She has not proven her claims. She has got the
25 burden of proof. The judge is going to instruct

1 you on exactly what that means under South
2 Carolina law. I'm going to give you a lot of
3 explanation as to what that means. Essentially,
4 it means that she has got to prove by the
5 greater weight of the evidence, if it is a
6 scale, it has got to be more evidence -- the
7 weight of the evidence has to prove that she is
8 entitled to recover, that she has proven a
9 breach of contract and proven that she has been
10 damaged. She is got to prove that my clients
11 breached the contract -- the contract we're
12 talking about is the settlement agreement -- and
13 that she has been damaged as a result of that.
14 That is her burden.

15 We don't have to prove anything. I could
16 have actually sat over there or not even
17 appeared and she would have still had to put on
18 her case to prove to you that the contract has
19 been breached and that she has been damaged and
20 she is entitled to recover. I would submit to
21 you, Ladies and Gentlemen, that has not been
22 proven, even if we did not say anything, even if
23 I sat over there and just respectfully told the
24 judge we do not have anything to say, or if I
25 just sent an email in courteously to the court

1 and said we are not going to appear because we
2 don't feel we have to. I would submit to you
3 based on the evidence you heard that the result
4 is going to be the same even if we didn't say
5 anything. She has not proven her case. She has
6 not met her burden of proof.

7 You heard her talk a lot about the \$55
8 charge. You heard the testimony of Kevin
9 Flanagan. I asked him about that. He was aware
10 of it. He was very upfront. He said it may
11 have been a valid and proper charge or it may
12 have been a mistake. My clients tried to
13 investigate. They simply don't know. We have
14 been upfront in acknowledging that. It came
15 from a prior servicer which no longer has this
16 loan.

17 Even though I am representing all of the
18 defendants, the one that is servicing the loan
19 now, Ocwen, is the one that is paying me and has
20 me here. There is limited ability for us to
21 have found out what happened before we got the
22 loan. They looked into it. They could not find
23 out.

24 What they did do even though they recognize
25 it may have been proper, may not have been an

1 error, is that they credited the \$55 back to her
2 account. They took the high road and did the
3 right thing and gave her the benefit of the
4 doubt and put the \$55 back on her account so
5 that she would not be negatively affected by
6 that even if it was proper. It may have been.
7 So, we don't know whether it was proper or not.

8 What we do know is two very important
9 things. One is it has not caused Ms. Steffens
10 any damage. The documents that you will be
11 given to review in the jury room reflect that
12 the charges have been credited back. That means
13 very simply that she has not sustained any
14 damages at all. She could have continued to pay
15 her mortgage payments as obligated and not
16 brought this lawsuit.

17 Even if the charge had not been credited
18 back, which it has been, the only problem that
19 would still exist even as we sit here today two
20 years later is there would be an extra charge on
21 her account for \$55. There is no justification,
22 no basis in the world whatsoever for her to
23 bring this lawsuit and create all of this cost
24 and burden and a year and a half of litigation
25 over that.

1 You heard her talk even though it has been
2 narrowed down to that, because all of her other
3 claims have been dismissed, are claims about
4 quiet title, declaratory judgment, negligence,
5 gross negligence. All of that has been
6 dismissed because she has not proven. The only
7 thing she's got left is breach of contract.
8 That partly explains, you know, what this other
9 litigation was about for her.

10 She has not been damaged but she has cooked
11 up a lot of scenarios. She is a conspiracy
12 theorist. It is everyone's fault but hers. The
13 fact is she simply is not paying her mortgage
14 payment. There might be good reasons for that.
15 Business is struggling. I get that. But it
16 does not allow for her to place blame on
17 somebody else that has not done anything wrong.

18 So, another very important factor in
19 consideration when you consider the evidence in
20 this case is the fact that the contract has not
21 been breached but very importantly even if it
22 has been breached, I don't think the evidence --
23 let's just say that you are to conclude that the
24 contract has been breached because of the \$55
25 charge that was put on there, you still can't

1 get to a successful breach of contract claim
2 because there has been no damages.

3 She has also asserted that there was bad
4 faith in this case that in addition to the bad
5 faith, it goes beyond that, that there was bad
6 faith. Bad faith is a very important term in
7 the law. The judge will give you instruction as
8 to bad faith, what bad faith is. I will sum it
9 up for you. He is going to say it is something
10 dishonest. Something sinister.

11 I would submit to you, Ladies and
12 Gentlemen, not only has she not proven that, it
13 is just one more example of something that is
14 overreaching, something that has created
15 something that's not there is something that is
16 in an effort to place blame on someone other
17 than her for something where she just hasn't
18 fulfilled her responsibility to make her
19 mortgage payments.

20 Importantly, what happened here actually
21 according to the evidence and the documents that
22 you look at is the opposite of bad faith. It is
23 good faith. My clients have acknowledged that
24 charge and put it back on the account even if it
25 might not have been improper. Ladies and

1 Gentlemen, that is not bad faith. That is not
2 dishonest. That is not sinister. It is good
3 faith.

4 If anyone has made claims in this case of
5 bad faith, it is Ms. Steffens. She has told you
6 a whole lot of things that did not support by
7 any facts or evidence and that she has not
8 proven. She has not met her burden of proof on
9 any of those claims. What I am asking you to
10 consider and to find is that she has not
11 sustained any damages. She has no right to
12 recover under the law. She has no right to
13 receive a reward of any money from you as the
14 jury.

15 My clients have accepted responsibility.
16 They have paid a lot of money to have attorneys
17 defend this case for a year and a half or more
18 and have me come here and try the case. They
19 have also stood up to their responsibility in
20 acknowledging that that charge which may or may
21 not have been a mistake. Even if it was, they
22 put it back onto her account.

23 In contrast, Ms. Steffens continues to
24 attempt to shirk her responsibility. Even when
25 she spoke to you this morning, she basically

1 explained how she wants to keep her house but
2 does not want to pay for it anymore and doesn't
3 think she should have to because she is
4 struggling financially and her business is not
5 doing well. Things that does not have anything
6 to do with my clients.

7 You have heard testimony. It has not been
8 refuted that she has not made any payments since
9 April of 2013. She is 17 months behind. She
10 wants the house for free. That would be nice.
11 I am sure we would all like to have a house for
12 free. That is not what the law allows. She is
13 a very nice person but she is someone who needs
14 a reality check. Again, that is where you come
15 in.

16 I ask you to deliver a verdict in favor of
17 the defendants, a verdict that will show Ms.
18 Steffens that we have got to pay our bills. We
19 can't shirk our responsibilities. We can't
20 avoid our obligations by filing unnecessary
21 lawsuits and blaming others and inventing
22 conspiracy theories. I thank you again for your
23 time and your attention. I ask you to deliver
24 the only correct verdict which is a verdict in
25 favor of the defendants. Thank you.

1 **THE COURT:** Ms. Steffens, you may now
2 close.

3 **MS. STEFFENS:** One of the issues with Ocwen
4 is not only that they don't respond to you, it
5 is that this is a method to get you into
6 foreclosure. It has been going on for years --

7 **MR. O'CONNOR:** Your Honor, I would
8 respectfully object. This is not being
9 responsive to my argument.

10 **THE COURT:** I overrule your objection.
11 The reference was made to how long this has been
12 proceeding.

13 **MR. O'CONNOR:** Thank you, Your Honor.

14 **MS. STEFFENS:** Thank you.

15 Actually, I paid \$800 to the mediator when
16 we mediated in December. That was his fee,
17 \$800. Then the house on the property was
18 assigned over to Ocwen from American Home
19 Mortgage. The issue there is they actually
20 merged with each other. Then, the \$55 fee
21 showed up on the mortgage statement. I sent the
22 multiple letters saying why don't you tell me
23 why there is a \$55 fee on there. They would not
24 tell me. They would not answer me.

25 They sent me a letter, a boilerplate letter

1 that says we have 21 days to respond to your
2 letters. Okay. I received one of those in May.
3 I believe it was early April I received one. I
4 received a letter dated the same day in April
5 and May which said I have 20 more days to
6 respond. They never responded to my letters. I
7 think it is not unreasonable to think that a
8 servicer should respond to your correspondence.

9 I've also spent thousand of hours working
10 on this and look in the rules up and going to
11 the library. Greenville Library provides
12 Westlaw which is very nice. The thousands of
13 hours that I spent working on this in my world
14 is damage. \$800 for a mediator is also damage.
15 I put \$15,000 down on this house and \$20,000 in
16 repairs and upgrades. I'll give you an example.
17 I did a little research this morning on a ripoff
18 report. There are 2218 complaints filed --

19 **THE COURT:** That is not something on the
20 record. Also, it has to do with something else
21 other than this particular case.

22 **MS. STEFFENS:** Is that overruled, Your
23 Honor?

24 **THE COURT:** No. That is sustaining his
25 objection.

1 **MS. STEFFENS:** Okay.

2 **THE COURT:** You can't talk about something
3 that the defendant had not had a chance to
4 address and is not relevant to the issue here.

5 **MS. STEFFENS:** Okay. You may or may not
6 know about loan services. Some of you probably
7 own a home and had to deal with loan servicers
8 too. They are extremely difficult to deal with
9 at all. They do all kinds of things. They
10 place insurance on you. You go to into
11 foreclosure because you cannot pay.

12 My fear was that \$55 was the beginning of
13 the end. They would not respond to me. As I
14 say, I sent them to letters and I did send them
15 to payments. Because they would not respond to
16 me in any way until I called them and they told
17 me we don't accept settlement agreements, all
18 they do is loan modifications.

19 I figured, that's it. I'm going to have to
20 sue them in order to get any kind of response
21 from them. I did. I sued them in May of 2013.
22 I assumed that the contract that we signed was
23 pretty much carved in stone. I guess it wasn't.
24 This has been very difficult for me to do. I
25 have spent more than 1000 hours. The \$800 down

1 the tubes and all of the money I paid for the
2 house too. That is the position I'm presently
3 in. I have a lot of problems with Ocwen.

4 There's been no correspondence to say the
5 \$55 was put back in the account. Only Mr.
6 O'Connor's statements that they were put back
7 on. So I have nothing further. I will thank
8 you so much for being here.

9 **THE COURT:** Mr. Foreman, Ladies and
10 Gentlemen of the jury, it now becomes my duty to
11 charge you which simply means to instruct you as
12 to the law that applies to this case. This is
13 an action which the plaintiff alleged that she
14 suffered losses for which the defendants are
15 responsible and damages.

16 By the Constitution and laws of the state
17 of South Carolina, you, the jury, are the sole
18 judges of the facts and evidence in this case.
19 For that reason, I am not permitted to intimate
20 any opinion or feeling I may have as to the
21 facts and evidence nor am I permitted to
22 indicate how I may feel about the merits of the
23 case or which party should prevail. I do not do
24 so. Moreover, you are the sole judges of what
25 the testimony was and not the argument of

1 counsel which is not evidence.

2 In determining what the facts are in the
3 case, you must necessarily pass upon the
4 credibility which simply means the believability
5 of the witnesses and the value of weight to be
6 given to their testimony. You alone must decide
7 the force and effect and truth of the testimony.

8 In making this decision, there are many
9 things you may and should take into
10 consideration such as the appearance and manner
11 of the witness on the stand sometimes referred
12 to as the demeanor of the witness. Was the
13 witness forthright or hesitant? Was the witness
14 testimony consistent with other testimony and
15 statements of the witness or did it contain
16 discrepancies? What was the ability of the
17 witness to know the facts about which he or she
18 testified? Did a witness have a cause or reason
19 to be biased or prejudiced in favor of the
20 testimony they gave? Was the testimony of a
21 witness corroborated or made a strong by other
22 testimony and evidence or was it made weaker or
23 impeached by such other testimony and evidence?

24 You have the right to believe a portion of
25 a witness's testimony and discard a large part

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1 and vice versa. You may believe all of a
2 witness's testimony or none. You may believe
3 the testimony of a single witness against that
4 of other witnesses or not. Most certainly, you
5 do not determine the matter of credibility or
6 believability by counting up the number of the
7 witnesses who may have testified on behalf of
8 the parties. Throughout this entire process,
9 you have one single objective. That is to seek
10 the truth regardless of what witness the
11 testimony may have come.

12 I remind you that during this trial you and
13 I have certain duties to perform. As trial
14 judge, it is my responsibility to provide over
15 the trial of the case. I also have the duty to
16 rule on admissibility of evidence offered during
17 the trial. You are to consider only the
18 testimony which has been presented from this
19 witness stand and exhibits which have been made
20 a part of the record in this case and any
21 stipulations of counsel.

22 I have the additional duty to charge you
23 the law applicable to this case. It is your
24 duty as jurors to accept and apply the law as I
25 now state it to you. If you think you have an

1 idea as to what the law is or ought to be and it
2 does not agree with what I tell you the law is,
3 you must forget the idea. You are sworn to
4 accept the law and apply the law exactly as I
5 stated to you.

6 In every case tried in this courtroom
7 before a jury, the jury becomes the sole and
8 exclusive judge of the facts. The trial judge
9 cannot comment or make any statement about the
10 facts in a case. Since you are the sole judges
11 of the facts, do not think by anything I said in
12 the trial that I have an opinion about the facts
13 of this case. The law does not allow me to have
14 an opinion about the facts.

15 Mr. Foreman, Ladies and Gentlemen of the
16 jury, the plaintiff has the burden of proving
17 the claims in this case. The plaintiff must
18 meet the burden by proving her claims by the
19 greater weight or preponderance of the evidence.
20 Preponderance of the evidence essentially means
21 that the evidence as a whole shows that the
22 facts ought to be proven or more probable than
23 not. Of course, there is no way to weigh
24 evidence except through the exercise of your
25 good common sense and judgment. It is entirely

1 a mental process. The evidence that you should
2 give most weight is that which convinces you of
3 its truth regardless from whom or what source it
4 comes.

5 Now there are two types of evidence
6 generally presented during a trial, direct
7 evidence and circumstantial evidence. Direct
8 evidence is testimony of a person who claims to
9 have actual knowledge of the facts, such as an
10 eyewitness. It is evidence which immediately
11 establishes a main fact to be proven.

12 Circumstantial evidence is evidence --
13 circumstantial evidence is proof of a chain of
14 facts and circumstances indicating the existence
15 of a fact. It is evidence which immediately
16 establishes collateral facts in which the main
17 fact may be inferred. Circumstantial evidence
18 is based on inference, not on personal knowledge
19 or observation. It is proof that does not
20 actually establish the fact in question but that
21 describe something else from which it may
22 reasonably infer the truth of the fact or at
23 least reasonably infer and increase the
24 probability that the fact is true.

25 Circumstantial evidence would be sufficient

1 to warrant a finding of a fact. Circumstances
2 must lead to that fact with reasonable
3 certainty. The facts and circumstances should
4 be considered in light of ordinary experience
5 and common sense. The existence of that may not
6 be based on speculation, surmise or conjecture.

7 The law makes absolutely no distinction
8 between the weight or value to be given to
9 either direct or circumstantial evidence nor is
10 a greater degree of certainty required of
11 circumstantial evidence than direct evidence.

12 In this case, the plaintiff claims the
13 defendant breached the contract that existed
14 between the parties. In order to recover for
15 breach of contract, the plaintiff must prove the
16 claim by preponderance or greater weight of
17 evidence as I explained.

18 The first thing the plaintiff must prove by
19 preponderance of the greater weight of the
20 evidence is the parties entered into a binding
21 contract. A contract is an agreement entered
22 into by two or more parties in which the party
23 agrees to perform or not perform certain acts.
24 It may be shown by words written or oral or by
25 conduct.

1 However, a contract is more then the mere
2 exchange of promises. For the agreement to be
3 considered a contract, the parties must have
4 intended to enter a contract and must have
5 mutual understanding of the terms of the
6 contract. This is sometimes called a meeting of
7 the minds. The parties must intend to be
8 mutually bound by that agreement.

9 To make a contract, there must be an offer
10 and acceptance. An offer is a proposal which is
11 certain in its terms. An offer must be
12 communicated to the other party and the mere
13 intention to do an act is not an offer. In
14 addition, preliminary negotiations are not an
15 offer. An offer may be withdrawn at any time
16 before there is acceptance. If you find an
17 offer was made, you must then consider whether
18 the offer was accepted.

19 The offer can only be accepted by the
20 person to whom it was made. Acceptance must be
21 communicated to the other person who made the
22 offer unless the offer specifically states that
23 acceptance must be made at a certain time or
24 place in a certain way. An offer may be
25 accepted in any way which lets the person making

1 the offer know that the offer had been accepted.

2 An acceptance does not have to be
3 expressed. It may be inferred from the acts or
4 conduct of the person accepting the offer.
5 However, there must be some expression of the
6 intent to accept to offer either by words,
7 signing or some other act communicated to the
8 person making the offer or the person or that
9 person's agent.

10 In addition, each party to the contract
11 must give some valuable consideration to the
12 other. This means it must be something that
13 benefits each party. Consideration may be some
14 right, interest or benefit given to a party. It
15 may also be the failure to do an act, a loss or
16 the responsibility which is undertaken by a
17 party. Consideration may be money, an act, a
18 service or a promise to do something or not to
19 do something in the future. Mutual promises may
20 constitute consideration.

21 In making your decision as to whether a
22 valid contract exists, you should only be
23 concerned with whether there was any
24 consideration, not the value of consideration.
25 You should not weigh the value of consideration

1 given by one party against the value of the
2 other parties consideration. You are to decide
3 whether there was consideration to support the
4 agreement, not whether the agreement was a good
5 one.

6 Now there exists in every contract in South
7 Carolina an unspeakable but legally enforceable
8 promise of good faith and fair dealing. Bad
9 faith, the opposite of good faith is generally
10 implied and/or involves actual or constructive
11 fraud or wrong, a desire to deceive, mislead
12 another or a refusal to fulfill some duty or
13 some contractual obligation, not prompted by
14 mistake, as to one's rights or duties but as to
15 some interest or motive.

16 Next, a plaintiff must show by the
17 preponderance or the greater weight of the
18 evidence that the defendant unjustifiably
19 breached the contract. The word "breach" means
20 failure without legal excuse to perform any
21 promise that forms the whole or a part of the
22 contract. This includes the refusal of the
23 party to recognize existence of the contract or
24 doing something inconsistent with the contract.
25 The party breaches the contract when the party

1 does not performed as agreed under the contract
2 by failing to carry out a term, promise or
3 condition of the contract.

4 The plaintiff claims that the defendant has
5 breached the contract by refusing to acknowledge
6 that the contract is a valid agreement. This is
7 called repudiation. The plaintiff must first
8 show there is a valid contract. Then the
9 plaintiff must show the defendant rejected the
10 contract.

11 Finally, the plaintiff must prove by a
12 preponderance or greater weight of the evidence
13 that the plaintiff suffered damages that were
14 proximately caused by the defendants breach of
15 the contract. The plaintiff must prove damages
16 by the preponderance of the greater weight of
17 the evidence. That does not mean the plaintiff
18 must prove damages to a mathematical certainty
19 or produce evidence of the exact amount of the
20 damages suffered. However, the amount of
21 damages cannot be left to guesswork or
22 speculation. Instead, the evidence presented by
23 the plaintiff must be enough to allow you to
24 determine the amount of damages with reasonable
25 certainty and accuracy.

1 Damages for breach of contract are those
2 which may fairly or reasonably be considered to
3 arise naturally from the breach of the contract
4 itself are those that may be reasonably supposed
5 to have been in the minds of the parties at the
6 time the contract was made. The plaintiff may
7 not recover damages for breach of contract
8 unless the plaintiff shows that she has
9 performed her part of the contract or at least
10 was ready, able and willing to perform at the
11 appropriate time.

12 Actual damages are damages to compensate
13 the plaintiff and put her as closely as possible
14 in the same position as she was before the
15 breach of the contract. In other words, actual
16 damage is the actual losses and expenses the
17 plaintiff suffered because the defendant
18 breached the contract. Generally, actual
19 damages or out-of-pocket expenses actually paid
20 by the plaintiff as a result of the breach of
21 the contract and again above the cost that would
22 have been realized if the contract had been
23 performed.

24 In interpreting contracts, you must
25 determine the intention of the parties and put

1 those intentions into effect. In doing this,
2 you should consider only the outward expressions
3 of the parties. You may not consider any
4 undisclosed or secret intentions of the parties.
5 When a contract is in writing, you must
6 determine the intention of the parties primarily
7 from the contents of the written contract
8 itself. Intention of the parties must be
9 determined by the entire agreement and not for
10 any particular cause or provision.

11 If the written contract is clear, its
12 meaning must be determined by the contents of
13 the document alone. If circumstances warrant,
14 terms which do not contradict the written
15 language of the contract may be implied in order
16 to carry out the intentions of the parties.

17 Mr. Foreman, Ladies and Gentlemen of the
18 jury, you have been selected as fair and
19 impartial jurors sworn to impartially try and
20 determine the facts of this case. When you
21 comply with your oath to do so, then no one will
22 have the right to criticize your verdict and you
23 would have fully discharged your duties as
24 jurors. You should not be influenced by opinions
25 or expressions of opinions, if any, which you

1 may have heard from the outside. You are to
2 decide this case according to the testimony that
3 you've heard from the lips of sworn witnesses
4 along with the other evidence that may have been
5 introduced.

6 You must not consider as evidence any
7 statement counsel made during the trial.
8 However, any fact that had been admitted by
9 counsel, you may regard that fact as being
10 conclusively proved by the parties making the
11 stipulation or admission. As to questions to
12 which an objection was sustained, you must not
13 speculate as what the answer might have been or
14 the reason for the objection. You must not
15 consider, for any purpose, the offer of evidence
16 that has been rejected.

17 You must never speculate to be true any
18 insinuation suggested by a question asked a
19 witness. A question is not evidence. You may
20 consider it only as it supplies meaning to the
21 answer.

22 As I said earlier, you are the judges of
23 the facts in this case. You are to determine
24 whether the burden of proof had been met as to
25 the claims made by the plaintiff or as to the

1 defenses made by the defendants based upon the
2 testimony and evidence presented in the trial
3 and after applying the law as I give it to you.

4 Under the oath you have taken, you swore to
5 try this case based solely and only on the
6 testimony, evidence and law presented and heard
7 from this courtroom. It is your duty to lay
8 aside all bias or prejudice or sympathy you may
9 have reaching your verdict. You have no friends
10 to reward or enemies to punish in this case.

11 The word "verdict", I might explain it
12 comes from the Latin term "veredicto", which
13 means to speak the truth. You return a verdict,
14 which does, in fact, speak the truth.

15 Now, Mr. Foreman, I've prepared a verdict
16 form for you to use.

17 Madam Bailiff, if you could, hand this to
18 the foreman. You have to excuse me. My legs
19 don't work like they used to. Some of the others
20 are much more able than I.

21 As you will notice, it says Plaintiff's
22 Breach of Contract cause of action, we, the
23 jury, unanimously find -- there are only two
24 verdicts. They must be unanimous. That means all
25 12 members of the jury must agree to the verdict

1 that you reach. There are two possible verdicts.
2 First, we, the jury, unanimously find for the
3 Plaintiff, Neva Steffens, damages in the amount
4 of blank dollars. Or the other verdict could be,
5 for the defendants. Whichever verdict you do
6 reach unanimously, you would check the
7 appropriate block.

8 If you find for the plaintiff damages, then
9 you must determine the amount of -- now, again,
10 the amount has to be unanimous as well. You
11 would write it out, Mr. Foreman, in words and
12 not figures like you would do a check. In
13 parenthesis, you can put the numbers.

14 But once the jury has reached a unanimous
15 verdict, either the first verdict or the second
16 verdict, and it makes no difference as to which
17 comes first. The plaintiff does have the burden
18 of proof in her case. The fact is, once you
19 reached the unanimous verdict, whichever it is,
20 check that appropriate box. Then sign your name
21 above the line. Knock on the door and we would
22 receive your verdict. If you would, please pass
23 it back to the bailiff.

24 Now, I'm going to have to ask you to retire
25 to the jury one more time without beginning your

1 deliberation. I need to take up some matters
2 with the attorneys. It would take just a few
3 minutes. But once the bailiff brings in the
4 verdict form together with the exhibits that
5 have been admitted into evidence, then begin
6 your deliberations.

7 Once you have reached a unanimous verdict
8 and the verdict form has been completed, knock
9 on the door and we will return and receive your
10 verdict. Very good. So retire to the jury room.
11 Do not begin the deliberations until you have
12 received all the exhibits and the verdict form.

13 Everyone else, remain seated while the jury
14 retires from the courtroom.

15 (WHEREUPON, the jury exits at approximately
16 11:30 a.m.)

17 **THE COURT:** Any, uh, exceptions or
18 additional charges request from the plaintiff?
19 Other than previously the ones requested.

20 **MS. STEFFENS:** No. You said I couldn't put
21 in the complaints that I found on the internet
22 about --

23 **THE COURT:** No, ma'am.

24 **MS. STEFFENS:** You said I couldn't do that.

25 **THE COURT:** Not in argument. You might

1 have been able to do it when the foundation had
2 been laid during testimony, but not during
3 argument.

4 **MS. STEFFENS:** Thank you.

5 **THE COURT:** Yes, ma'am.
6 Anything from the defense?

7 **MR. O'CONNOR:** Nothing additional, Your
8 Honor.

9 **THE COURT:** All right. Basically -- look
10 at the exhibits and be sure that all the
11 exhibits that are supposed to go back do. I
12 think there might have been one that might have
13 been excluded.

14 **(WHEREUPON, there is a pause.)**

15 **THE COURT:** When you take the exhibits and
16 the verdict form back and ask the alternate to
17 rejoin us.

18 **THE BAILIFF:** Yes, sir.

19 **(WHEREUPON, there is a pause.)**

20 **MR. O'CONNOR:** No objections from either
21 side. No objection from the defendants.

22 **MS. STEFFENS:** No objection.

23 **THE COURT:** Very good. All right. Take the
24 exhibits with the verdict form and do ask the
25 alternate to join us.

1 **THE BAILIFF:** Yes, sir.

2 **(WHEREUPON, the alternate juror enters.)**

3 **THE COURT:** All right. Mr. Foreman [sic],
4 I think you understand why you were selected. If
5 this case go over one day as well as we had some
6 challenges with the weather and other things,
7 but if one of jurors had not been able to
8 continue, you would have, of course, filled in.

9 Now, it looks like -- I do it in everything
10 else, but I did -- I have sort of developed a
11 knack for keeping up with what goes on in the
12 courtroom. I noticed that throughout the trial
13 of the case, you paid very close and careful
14 attention to the testimony and other evidence
15 that's been introduced. I'm satisfied that if
16 you had served, you would have made an excellent
17 juror.

18 Now, for the balance of the day, I
19 understand that you are supposed to call. Do you
20 have a number there? Is it on the card?

21 **THE JUROR:** The back of my badge.

22 **THE COURT:** All right. Good. Call that
23 number after 5 o'clock and they will give you
24 the instructions as to what you are to do.

25 **THE JUROR:** Okay.

1 **THE COURT:** So with that, you are excused
2 for the day and I do thank you for serving.

3 **(WHEREUPON, the alternate juror exits.)**

4 **THE COURT:** All right. We'll stand at ease
5 awaiting a jury verdict.

6 **MR. O'CONNOR:** Thank you, Your Honor.

7 **(WHEREUPON, jury deliberations begin at**
8 approximately 11:34 a.m.)

9 **(WHEREUPON, the Court resumes at approximately**
10 12:11 p.m.)

11 **THE COURT:** Okay. I understand the jury
12 has reached a verdict. Is there anything from
13 the plaintiff before we bring the jury back?

14 **MS. STEFFENS:** No, Your Honor.

15 **THE COURT:** From the defense?

16 **MR. O'CONNOR:** No, sir, Your Honor.

17 **THE COURT:** All right. Ask the jury to
18 join us please.

19 **(WHEREUPON, the jury enters at approximately**
20 12:13 p.m.)

21 **THE COURT:** All right. Let the record
22 reflect the jury and alternate -- no, the
23 alternate has been excused. The jury is in the
24 jury box.

25 Mr. Foreman, I understand the jury has

1 reached a verdict?

2 **THE JUROR:** Yes, sir.

3 **THE COURT:** If you would, please hand it
4 up to the bailiff.

5 **(WHEREUPON, the verdict form is passed to the**
6 **Court.)**

7 **THE COURT:** Neva Steffens versus Ocwen
8 Loan Servicing LLC and American Home Mortgage
9 Servicing, Inc. also known as Homeward
10 Residential, defendants, case number 2013-CP-23-
11 02794. We, the jury, unanimously find for the
12 defendants. Signed Steven E. Hull, Foreman.
13 October 14th, 2014. Greenville, South Carolina.

14 Mr. Foreman, Ladies and Gentlemen of the
15 jury, is this your verdict and is it still your
16 verdict, so say you all? If so, indicate by
17 raising your right hand.

18 **(WHEREUPON, each juror responds.)**

19 **THE COURT:** Let the record reflect --
20 thank you.

21 Let the record reflect that the jury does
22 affirm its verdict. All right. Is there anything
23 from the plaintiff before I dismiss the jury?

24 **MS. STEFFENS:** No, sir.

25 **THE COURT:** Anything from the defendant?

1 **MR. O'CONNOR:** No, sir, Your Honor.

2 **THE COURT:** All right. Very good.

3 Mr. Foreman, Ladies and Gentlemen of the
4 jury, the court is never interested in the
5 verdict, only that the verdict is reached. Like
6 I told the alternate, although it looks like I'm
7 doing everything in the world except paying
8 attention up here, I have developed a certain
9 ability to kind of keep up with what is going
10 on. I noticed throughout this trial that all of
11 you paid very careful and close attention to the
12 testimony of the witnesses and parties as they
13 testified as well as, uh, the evidence and also
14 the argument of counsel on various objections.
15 These are all matters that you should take into
16 consideration when you reaching a verdict.

17 So I'm satisfied that you have given both
18 the plaintiffs and the defendants a fair and
19 impartial trial and having done so, you have
20 satisfied your responsibility and duties as
21 jurors. Now, I wish I could do something for
22 you, but I'm afraid on the back of your cards is
23 a telephone number. You are to call that number
24 after 5 o'clock and there will be a message on
25 it on what the instructions for tomorrow will be

1 or the balance of the week. So, if you would,
2 please call that number.

3 It's an answering machine, is it not?

4 **THE CLERK:** I believe so.

5 **THE COURT:** And it's going all night. So
6 if you don't get through the first time, keep
7 calling. If you don't get the message from the
8 machine, you're going to have to be here 10
9 o'clock tomorrow morning to get the message from
10 me. I think you would probably prefer getting it
11 from the machine. With that, I will excuse you
12 for the balance of the day and I do want to
13 thank you for your service.

14 Everyone else, remain seated while the jury
15 retires from the courtroom.

16 **(WHEREUPON, the jury exits at approximately**
17 12:15 p.m.)

18 **THE COURT:** All right. Uh, I'm going to
19 give you 10 days to file any posttrial motions.
20 10 days from today, which would be -- probably a
21 Sunday. What's today? The 13th?

22 **MR. O'CONNOR:** 14th.

23 **THE COURT:** 14th. So that would be the
24 24th, which is --

25 **MR. O'CONNOR:** Next Friday.

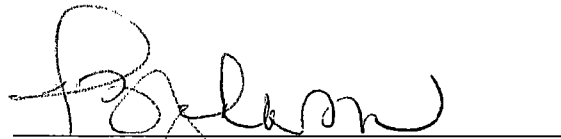
CERTIFICATE

224

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

I, the undersigned, Teresa B. Johnson, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Greenville, South Carolina, on this 23rd day of February, 2015.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.



Teresa B. Johnson

Official Court Reporter

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1 **THE COURT:** Next Friday. All right. Very
2 good.

3 **MR. O'CONNOR:** Thank you, Your Honor.

4 **THE COURT:** You're very welcome.

5 **(WHEREUPON,** the proceedings conclude at
6 approximately 12:17 p.m.)

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8

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385

LOAN#: [REDACTED] INVESTOR#: 4179 POOL#: 1 NEXT DUE DT:06/01/2013 INTEREST RATE: 2.00000 PRIN BAL: 70,912.01
BORR1: Nova Steffens ESC BAL: 1,889.18-
BORR2:
PROP: 6 Azalea Ct MAIL: 6 Azalea Ct
Greenville SC 29615 Greenville SC 29615

| EFFDATE | TRANSACTION | TIME | RV | TRN | DESCRIPTION | NXT DUE/REF | REVERSED | AFTER TRANS. BALANCES-
PRINCIPAL | ESCROW | TOTAL
AMTOUNT | PRINCIPAL | INTEREST | APPLIED
ESCROW | SUSPENSE | OTHER |
|------------|-------------|--------------------------|------------|-----------|-------------|-------------|-----------|-------------------------------------|---------|------------------|-----------|----------|-------------------|----------|--------|
| 02/04/2013 | 23:59:01 | NLD Loan Disbursement | NL | NewLoan S | | 71,321.65 | .00 | 71,376.65- | | 71,321.65- | | .00 | .00 | 0.00 | 55.00- |
| 02/04/2013 | 23:59:04 | ESP Escrow Payment | NL | NewLoan S | | 71,321.65 | 570.33 | | 570.33 | | .00 | .00 | 570.33 | 0.00 | 0.00 |
| 04/02/2013 | 21:27:07 | R Regular Payment | 05/01/2013 | | | 71,117.00 | 760.65 | | 513.84 | 204.65 | 118.87 | .00 | 190.32 | 0.00 | 0.00 |
| 04/25/2013 | 18:39:59 | EID Insurance Escrow Dis | 41 | PMI | | 71,117.00 | 696.74 | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 04/25/2013 | 18:40:02 | EID Insurance Escrow Dis | 41 | PMI | | 71,117.00 | 632.83 | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 04/25/2013 | 18:40:05 | EID Insurance Escrow Dis | 41 | PMI | | 71,117.00 | 568.92 | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 04/29/2013 | 21:03:59 | RSP Regular/Spread | 06/01/2013 | | | 70,912.01 | 748.54 | | 513.84 | 204.99 | 118.53 | .00 | 179.62 | 0.00 | 10.70 |
| 05/22/2013 | 17:22:54 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 684.63 | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 06/24/2013 | 14:38:19 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 620.72 | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 07/24/2013 | 14:26:36 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 556.81 | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 08/28/2013 | 15:33:57 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 492.90 | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 09/26/2013 | 12:09:30 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 428.99 | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 10/28/2013 | 13:49:14 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 365.08 | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 11/21/2013 | 13:20:48 | EXW Expense Waive | | | | 70,912.01 | 365.08 | | 44.30 | .00 | .00 | .00 | .00 | 0.00 | 44.30 |
| 11/25/2013 | 12:04:28 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 301.17 | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 12/12/2013 | 08:46:48 | ETD Tax Escrow Disburse | 31 | | | 70,912.01 | 619.08- | | 920.25- | .00 | .00 | .00 | 920.25- | 0.00 | 0.00 |
| 12/23/2013 | 12:36:11 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 682.99- | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 12/27/2013 | 16:28:03 | EID Insurance Escrow Dis | 50 | Hazard In | | 70,912.01 | 1,313.99- | | 631.00- | .00 | .00 | .00 | 631.00- | 0.00 | 0.00 |
| 01/27/2014 | 18:20:29 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 1,377.90- | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 02/27/2014 | 16:46:52 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 1,441.81- | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 03/28/2014 | 17:34:01 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 1,505.72- | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 04/30/2014 | 10:43:10 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 1,569.63- | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 05/28/2014 | 15:43:10 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 1,633.54- | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 06/24/2014 | 16:16:44 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 1,697.45- | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 07/25/2014 | 14:13:53 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 1,761.36- | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 08/28/2014 | 11:42:22 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 1,825.27- | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 09/29/2014 | 12:42:41 | EID Insurance Escrow Dis | 41 | PMI | | 70,912.01 | 1,889.18- | | 63.91- | .00 | .00 | .00 | 63.91- | 0.00 | 0.00 |
| 10/10/2014 | 08:58:24 | MS Misc Susp Payment | | | | 70,912.01 | 1,889.18- | | 10.70 | .00 | .00 | .00 | .00 | 10.70 | 0.00 |
| 10/10/2014 | 12:33:33 | MSA Miscellaneous Suspen | | | | 70,912.01 | 1,889.18- | | 10.70- | .00 | .00 | .00 | .00 | 10.70- | 0.00 |
| 10/10/2014 | 12:33:35 | PAA Suspense Balance Adj | | | | 70,912.01 | 1,889.18- | | 10.70 | .00 | .00 | .00 | .00 | 0.00 | 10.70 |

Ref EXT6
OCWEN nt Hist

LN# [REDACTED] NEVA STEFFENS

6 AZALEA CT

GREENVILLE

SC 29615

| 1ST MTGE PRIN | 2ND MTGE PRIN | ESC BAL | REST ESC | SUSPENSE | ADV BAL | REPL RES | HUD BAL | LC BAL | INT DUE | DUE DATE | HUD PRT | OF M |
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| 88,000.00 | .00 | .00 | .00 | .00 | 6,638.25 | .00 | .00 | 279.00 | .00 | 10-01-07 | .00 | 00 S |
| P & I 1ST | P&I 2ND | CO TAX CITY TAX | HAZ INS | M I P | LIEN | BSC A & H | LIFE | MISC | REP RES | TOT PAYMT | INT RATE | DT BM |
| 550.00 | .00 | 91.14 | .00 | 34.58 | 60.87 | .00 | .00 | .00 | .00 | 736.59 | .0750000 | 1 9 |
| 1ST ORIG MTG | 2ND ORIG MTG | PRIN BAL | BEG | INT IND | CAP FLAG | MTGR SSN | DEF INT BAL | PRIOR YR | PPD INT | PPD INT | IND | GPM ORG |
| 88,000 | 0 | 88,000.00 | | | 129 38 | 4340 | 0.00 | | 0.00 | 0 | | |
| ASSUM-DT | XFER-DEED | FHA-SEC/NUM | LIP PAYOFF | FC-TRK-SW | YE-ACQ-RPT/DATE | SALE-ID | EXEMPT | PLGD-LN | PMT-OPT | CALC-METH | ELOC | BNKRPCY CH/DT |
| | | 003/23407573 | | | N/07-01-08 | | | | | | | |
| PMT PERIOD | 1098-DET-HIST | POINTS-PAID/RPTG | YR | SUPPR-MICR-STMT | DI-NOT-RPT-YR | REAS CAUS | RI-HDR-SW | 1ST-DUE-DT | REO | STAT/COMPL | DT | |
| 12 | | .00 | | | | | | 03-06 | | | | |
| IOE CREDIT | YTD/W-H SW/W-H | BALANCE | IORE CREDIT | YTD/W-H SW/W-H | BALANCE | CONSTR CD | NO PURGE | FLAG/YR | BNKRPT | STAT | LAST DEF | DUE |
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| BAL-FWD | | 88000.00 | | .00 | 4356.17 | .00 | .00 | | | | | |
| 00-00 01-12 6 33 1 | .00 PROCES INV | REASON PIPI PROP INSPECTIONS | CORP:SEQ | PAYEE 13R19 | ORIG PAY | FSFIDEL | | 9.60 | AR | | | |
| | CHECK #540373 | | | | | | | | | | | |
| | CHECK #540548 | | | 73.68- | 73.68- | PAYEE CD 003 | | | | | | |
| 12-09 01-13 3 10 1 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 4429.85 | .00 | .00 | .00 | | 1 |
| 10-07 01-13 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 4429.85 | .00 | .00 | .00 | | |
| 00-00 02-09 6 33 1 | .00 PROCES INV | REASON PIPI PROP INSPECTIONS | CORP:SEQ | PAYEE 13R19 | ORIG PAY | FSFIDEL | | 9.60 | AR | | | |
| | CHECK #575526 | | | | | | | | | | | |
| | CHECK #579258 | | | 73.68- | 73.68- | PAYEE CD 003 | | | | | | |
| 01-10 02-14 3 10 1 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 4503.53 | .00 | .00 | .00 | | 1 |
| 10-07 02-14 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 4503.53 | .00 | .00 | .00 | | |
| 02-10 03-15 3 10 1 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 4577.21 | .00 | .00 | .00 | | 1 |
| 10-07 03-15 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 4577.21 | .00 | .00 | .00 | | |
| 03-10 04-14 3 10 1 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 4650.89 | .00 | .00 | .00 | | 1 |
| 10-07 04-14 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 4650.89 | .00 | .00 | .00 | | |
| 00-00 04-28 6 33 1 | .00 PROCES SYS | REASON PVRC RECONCILIATION | CORP:SEQ | PAYEE 13T19 | ORIG PAY | POWERVALU | | 85.00 | AT | | | |
| | CHECK #685874 | | | | | | | | | | | |
| 00-00 04-28 6 33 2 | .00 PROCES SYS | REASON PVBC BPO/FORECLOSURE | CORP:SEQ | PAYEE 13R19 | ORIG PAY | POWERVALU | | 100.00 | AR | | | |
| | CHECK #685874 | | | | | | | | | | | |
| 00-00 05-14 6 33 1 | .00 PROCES INV | REASON LMCR CREDIT REPORT | CORP:SEQ | PAYEE 13R19 | ORIG PAY | CREDCO | | 2.83 | AR | | | |
| | CHECK #703963 | | | | | | | | | | | |
| | CHECK #704267 | | | 73.68- | 73.68- | PAYEE CD 003 | | | | | | |
| 04-10 05-17 3 10 1 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 4724.57 | .00 | .00 | .00 | | 1 |
| 10-07 05-17 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 4724.57 | .00 | .00 | .00 | | |
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| 00-00 06-17 7 45 1 | 100.00-PROCES SYS | REASON PVBC HAMP RECLASS | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | 100.00-AR | | | | |
| | CHECK # | | | | | | | | | | | |
| 00-00 06-17 7 45 2 | 100.00 PROCES SYS | REASON PVBC HAMP RECLASS | CORP:SEQ | PAYEE 13T16 | ORIG PAY | | | | | | | |
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FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

LN# 0 NEVA STEFFENS

6 AZALEA CT

GREENVILLE

SC 29615

| 1ST MTGE PRIN | 2ND MTGE PRIN | ESC BAL | REST ESC | SUSPENSE | ADV BAL | REPL RES | HUD BAL | LC BAL | INT DUE | DUE DATE | HUD PRT | OF M |
|--------------------|----------------------|------------------|----------------|------------------|---------------|-----------------|-------------|------------|-----------------|------------------|-----------|---------------------|
| 88,000.00 | .00 | .00 | .00 | .00 | 4,356.17 | .00 | .00 | 217.00 | .00 | 10-01-07 | .00 | 00 7 |
| P & I 1ST P&I 2ND | CO TAX CITY TAX | HAZ INS | M I P | LIEN | BSC A & H | LIFE | MISC | REP RES | TOT PAYMT | INT RATE | DT BM | |
| 550.00 | .00 | 91.14 | .00 | 34.58 | 60.87 | .00 | .00 | .00 0 | .00 0 | .00 0 | .00 | 736.59 .0750000 1 9 |
| 1ST ORIG MTG | 2ND ORIG MTG | PRIN BAL | BEG | INT IND | CAP FLAG | MTGR SSN | DEF INT BAL | PRIOR YR | PPD INT | PPD INT | IND | GPM ORG |
| 88,000 | 0 | 88,000.00 | | | 129 38 | 4340 | 0.00 | | 0.00 | | 0 | |
| ASSUM-DT | XFER-DEED | FHA-SEC/NUM | LIP | PAYOFF | FC-TRK-SW | YE-ACQ-RPT/DATE | SALE-ID | EXEMPT | PLGD-LN | PMT-OPT | CALC-METH | ELOC BNRPCY CH/DT |
| | | 003/23407573 | | | | N/07-01-08 | | | | | | |
| PMT PERIOD | 1098-DET-HIST | POINTS-PAID/RPTG | YR | SUPPR-MICR-STMT | DI-NOT-RPT-YR | REAS CAUS | RI-HDR-SW | 1ST-DUE-DT | REO | STAT/COMPL | DT | |
| 12 | | .00 | | | | | | 03-06 | | | | |
| IOE CREDIT | YTD/W-H SW/W-H | BALANCE | IOE CREDIT | YTD/W-H SW/W-H | BALANCE | CONSTR CD | NO PURGE | FLAG/YR | BNKRPT | STAT | LAST DEF | DUE |
| .00 | .00 | .00 | .00 | .00 | .00 | | | | | | 02-36 | |
| REC CORP ADV BAL | 3RD REC CORP ADV BAL | FORECL WKST | CODE/REINSTATE | DATE | INIT | ESC STMT | CODE / | DATE | LOSS | MIT STATUS/COMPL | DATE | |
| 4,219.54 | 913.20 | A | | | | | | | | A | 07-08-09 | |
| DUE PROC TP SQ | AMOUNT | PRINCIPAL | PRINCIPAL | INTEREST | ESCROW | ESCROW | ADVANCE | STATUS | STATUS | UNEARNED | OTHER | CFD |
| DATE DATE TR NO | RECEIVED | PAID | BALANCE | PAID | PAID | BALANCE | BALANCE | AMOUNT | BALANCE | INT-BAL. | AMOUNTS | DCT |
| BAL-FWD | | | 88000.00 | | | .00 | 1866.86 | | .00 | .00 | | |
| 00-00 01-06 6 30 1 | .00 PROCES | INV | REASON ATFF | FC ATTY FEES | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | ATMCDO | | 250.00 | AR |
| | CHECK #955708 | | | | | | | | | | | |
| 00-00 01-06 6 32 2 | .00 PROCES | INV | REASON ATFC | FC ATTY COSTS | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | ATMCDO | | 118.50 | AR |
| | CHECK #955802 | | | | | | | | | | | |
| 01-09 01-06 3 51 3 | CHECK #WIRE | | | | 383.00- | 383.00- | | PAYEE CD | EDIST | | | |
| 10-07 01-07 1 61 1 | 383.00 | .00 | 88000.00 | .00 | 383.00 | .00 | 2249.86 | .00 | .00 | .00 | | 1 |
| | | | | | | | | BATCH 906 | EDIT-SEQ 999999 | | | |
| 12-08 01-19 3 10 1 | CHECK #976599 | | | | 60.87- | 60.87- | | PAYEE CD | 003 | | | |
| 10-07 01-20 1 61 1 | 60.87 | .00 | 88000.00 | .00 | 60.87 | .00 | 2310.73 | .00 | .00 | .00 | | 1 |
| | | | | | | | | BATCH 919 | EDIT-SEQ 999999 | | | |
| 00-00 01-22 6 33 1 | .00 PROCES | INV | REASON PIPI | PROP INSPECTIONS | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | FSSAFE | | 9.60 | AT |
| | CHECK #984465 | | | | | | | | | | | |
| 00-00 02-02 6 33 1 | .00 PROCES | INV | REASON PVBC | BPO/FORECLOSURE | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | PVFARV-VAL | | 100.00 | AR |
| | CHECK #004564 | | | | | | | | | | | |
| 00-00 02-17 6 33 1 | .00 PROCES | INV | REASON PIPI | PROP INSPECTIONS | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | FSSAFE | | 9.60 | AT |
| | CHECK #030555 | | | | | | | | | | | |
| 00-00 02-19 6 30 1 | .00 PROCES | INV | REASON ATBF | BK ATTY FEES | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | ATADAM | | 550.00 | AR |
| | CHECK #034693 | | | | | | | | | | | |
| 00-00 02-19 6 32 2 | .00 PROCES | INV | REASON ATBK | BK ATTY COSTS | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | ATADAM | | 150.00 | AR |
| | CHECK #034780 | | | | | | | | | | | |
| 01-09 02-24 3 10 1 | CHECK #045783 | | | | 60.87- | 60.87- | | PAYEE CD | 003 | | | |
| 10-07 02-25 1 61 1 | 60.87 | .00 | 88000.00 | .00 | 60.87 | .00 | 2371.60 | .00 | .00 | .00 | | 1 |
| | | | | | | | | BATCH 924 | EDIT-SEQ 999999 | | | |
| 00-00 03-03 6 33 1 | .00 PROCES | INV | REASON PVBC | BPO/FORECLOSURE | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | PVFARV-VAL | | 105.00 | AR |
| | CHECK #058842 | | | | | | | | | | | |
| 02-09 03-12 3 10 1 | CHECK #072844 | | | | 60.87- | 60.87- | | PAYEE CD | 003 | | | |
| 10-07 03-13 1 61 1 | 60.87 | .00 | 88000.00 | .00 | 60.87 | .00 | 2432.47 | .00 | .00 | .00 | | 1 |
| | | | | | | | | BATCH 912 | EDIT-SEQ 999999 | | | |
| 00-00 03-18 6 33 1 | .00 PROCES | INV | REASON PIPI | PROP INSPECTIONS | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | FSSAFE | | 9.60 | AT |

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I6471-721
LOAN-NO (CONT'D)

AMERICAN HOME MORTGAGE SERVICING, INC.

LOAN HISTORY Y-T-D INV P12 CAT 001 INV# 0030906929 T16 12/31/09

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| LN# | DUE DATE | PROC DATE | TP | SQ | TR | NO | AMOUNT RECEIVED | PRINCIPAL PAID | PRINCIPAL BALANCE | INTEREST PAID | ESCROW PAID | ESCROW BALANCE | ADVANCE BALANCE | STATUS AMOUNT | STATUS BALANCE | UNEARNED INT-BAL. | EMP 0 | P0F4 | OTHER AMOUNTS | CFD DCT |
|-------|----------|-----------|----|----|----|----|-------------------|----------------|-------------------|------------------|-------------|----------------|-----------------|---------------|----------------|-------------------|-------|------|---------------|---------|
| | | | | | | | CHECK #085701 | | | | | | | | | | | | | |
| 00-00 | 04-09 | 04-09 | 6 | 33 | 1 | | .00 PROCES INV | | REASON PIPI | PROP INSPECTIONS | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | FSSAFE | | | | 9.60 | AT |
| | | | | | | | CHECK #126727 | | | | | | | | | | | | | |
| 03-09 | 04-10 | 04-10 | 3 | 10 | 1 | | CHECK #127327 | | | | 60.87- | 60.87- | | PAYEE CD 003 | | | | | | |
| 10-07 | 04-13 | 04-13 | 1 | 61 | 1 | | 60.87 | .00 | 88000.00 | .00 | 60.87 | .00 | 2493.34 | .00 | .00 | .00 | | | | 1 |
| | | | | | | | | | | | | | | | | | | | | |
| 00-00 | 04-21 | 04-21 | 6 | 30 | 1 | | .00 PROCES INV | | REASON ATFF | FC ATTY FEES | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | ATMCDO | | | | 250.00 | AR |
| | | | | | | | CHECK #149409 | | | | | | | | | | | | | |
| 00-00 | 04-21 | 04-21 | 6 | 32 | 2 | | .00 PROCES INV | | REASON ATFC | FC ATTY COSTS | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | ATMCDO | | | | 118.50 | AR |
| | | | | | | | CHECK #149520 | | | | | | | | | | | | | |
| 00-00 | 04-27 | 04-27 | 6 | 31 | 1 | | .00 PROCES INV | | REASON ATPP | PROPERTY PRES | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | PMFIEL | | | | 35.00 | AR |
| | | | | | | | CHECK #157855 | | | | | | | | | | | | | |
| 00-00 | 05-05 | 05-05 | 6 | 33 | 1 | | .00 PROCES INV | | REASON PVBC | BPO/FORECLOSURE | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | APMARK-M | | | | 100.00 | AR |
| | | | | | | | CHECK #173409 | | | | | | | | | | | | | |
| 00-00 | 05-12 | 05-12 | 6 | 33 | 1 | | .00 PROCES INV | | REASON PIPI | PROP INSPECTIONS | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | FSSAFE | | | | 9.60 | AT |
| | | | | | | | CHECK #183899 | | | | | | | | | | | | | |
| 04-09 | 05-14 | 05-14 | 3 | 10 | 1 | | CHECK #186238 | | | | 60.87- | 60.87- | | PAYEE CD 003 | | | | | | |
| 10-07 | 05-15 | 05-15 | 1 | 61 | 1 | | 60.87 | .00 | 88000.00 | .00 | 60.87 | .00 | 2554.21 | .00 | .00 | .00 | | | | 1 |
| | | | | | | | | | | | | | | | | | | | | |
| 00-00 | 06-10 | 06-10 | 6 | 33 | 1 | | .00 PROCES INV | | REASON PIPI | PROP INSPECTIONS | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | FSSAFE | | | | 9.60 | AT |
| | | | | | | | CHECK #226109 | | | | | | | | | | | | | |
| 05-09 | 06-11 | 06-11 | 3 | 10 | 1 | | CHECK #226533 | | | | 60.87- | 60.87- | | PAYEE CD 003 | | | | | | |
| 10-07 | 06-11 | 06-11 | 1 | 61 | 2 | | 60.87 | .00 | 88000.00 | .00 | 60.87 | .00 | 2615.08 | .00 | .00 | .00 | | | | 1 |
| 06-09 | 07-10 | 07-10 | 3 | 10 | 1 | | CHECK #266608 | | | | 73.68- | 73.68- | | PAYEE CD 003 | | | | | | |
| 10-07 | 07-10 | 07-10 | 1 | 61 | 2 | | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 2688.76 | .00 | .00 | .00 | | | | 1 |
| 00-00 | 07-16 | 07-16 | 6 | 33 | 1 | | .00 PROCES INV | | REASON PIPI | PROP INSPECTIONS | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | FSSAFE | | | | 9.60 | AT |
| | | | | | | | CHECK #278474 | | | | | | | | | | | | | |
| 07-09 | 08-12 | 08-12 | 3 | 10 | 1 | | CHECK #322214 | | | | 73.68- | 73.68- | | PAYEE CD 003 | | | | | | |
| 10-07 | 08-12 | 08-12 | 1 | 61 | 2 | | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 2762.44 | .00 | .00 | .00 | | | | 1 |
| 00-00 | 08-18 | 08-18 | 6 | 33 | 1 | | .00 PROCES INV | | REASON PIPI | PROP INSPECTIONS | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | FSSAFE | | | | 9.60 | AR |
| | | | | | | | CHECK #331423 | | | | | | | | | | | | | |
| 00-00 | 08-26 | 08-26 | 6 | 31 | 1 | | .00 PROCES INV | | REASON ATPP | PROPERTY PRES | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | PMFIEL | | | | 35.00 | AR |
| | | | | | | | CHECK #343278 | | | | | | | | | | | | | |
| 00-00 | 09-11 | 09-11 | 6 | 33 | 1 | | .00 PROCES INV | | REASON PIPI | PROP INSPECTIONS | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | FSSAFE | | | | 9.60 | AR |
| | | | | | | | CHECK #362541 | | | | | | | | | | | | | |
| 08-09 | 09-18 | 09-18 | 3 | 10 | 1 | | CHECK #369297 | | | | 73.68- | 73.68- | | PAYEE CD 003 | | | | | | |
| 10-07 | 09-18 | 09-18 | 1 | 61 | 2 | | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 2836.12 | .00 | .00 | .00 | | | | 1 |
| 00-00 | 09-25 | 09-25 | 7 | 45 | 1 | | 100.00-PROCES N6S | | REASON PVBC | BPO/FORECLOSURE | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | | | 100.00-AR | |
| | | | | | | | CHECK # | | | | | | | | | | | | | |
| 00-00 | 09-25 | 09-25 | 7 | 45 | 2 | | 105.00-PROCES N6S | | REASON PVBC | BPO/FORECLOSURE | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | | | 105.00-AR | |
| | | | | | | | CHECK # | | | | | | | | | | | | | |
| 00-00 | 09-25 | 09-25 | 7 | 45 | 3 | | 100.00 PROCES N6S | | REASON PVBC | BPO/FORECLOSURE | | CORP:SEQ | PAYEE 13T21 | ORIG PAY | | | | | 100.00 AT | |
| | | | | | | | CHECK # | | | | | | | | | | | | | |
| 00-00 | 09-25 | 09-25 | 7 | 45 | 4 | | 105.00 PROCES N6S | | REASON PVBC | BPO/FORECLOSURE | | CORP:SEQ | PAYEE 13T21 | ORIG PAY | | | | | 105.00 AT | |
| | | | | | | | CHECK # | | | | | | | | | | | | | |
| 00-00 | 10-05 | 10-05 | 6 | 33 | 1 | | .00 PROCES INV | | REASON PVBC | BPO/FORECLOSURE | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | PMCLEARC | | | | 85.00 | AT |
| | | | | | | | CHECK #393273 | | | | | | | | | | | | | |
| 00-00 | 10-05 | 10-05 | 6 | 33 | 2 | | .00 PROCES INV | | REASON PVBC | BPO/FORECLOSURE | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | PMCLEARC | | | | 100.00 | AT |
| | | | | | | | CHECK #393273 | | | | | | | | | | | | | |
| 09-09 | 10-09 | 10-09 | 3 | 10 | 1 | | CHECK #398198 | | | | 73.68- | 73.68- | | PAYEE CD 003 | | | | | | |
| 10-07 | 10-09 | 10-09 | 1 | 61 | 2 | | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 2909.80 | .00 | .00 | .00 | | | | 1 |
| 00-00 | 10-23 | 10-23 | 6 | 32 | 1 | | .00 PROCES INV | | REASON CCSL | CREDIT COUNSLING | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | CCHOMEOWNR | | | | 150.00 | AT |

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LN# [REDACTED] NEVA STEFFENS

ARM PLAN FX10

EMP 0 POF0

6 AZALEA CT GREENVILLE SC 29615

| 1ST MTGE PRIN | 2ND MTGE PRIN | ESC BAL | REST ESC | SUSPENSE | ADV BAL | REPL RES | HUD BAL | LC BAL | INT DUE | DUE DATE | HUD PRT | OF M |
|---|---|---------|-----------|----------|-------------|-----------------|---------|--------|---------|-------------|-----------------------|------|
| 88,000.00 | .00 | .00 | .00 | .00 | 1,866.86 | .00 | .00 | 217.00 | .00 | 10-01-07 | .00 | 00 B |
| P & I 1ST P&I 2ND CO TAX CITY TAX HAZ INS M I P LIEN BSC A & H LIFE MISC REP RES TOT PAYMT INT RATE DT BM | 550.00 | .00 | 91.14 | .00 | 34.58 | 60.87 | .00 | .00 | .00 0 | .00 0 | .00 0 | .00 |
| 1ST ORIG MTG 2ND ORIG MTG PRIN BAL BEG INT IND CAP FLAG MTGR SSN DEF INT BAL PRIOR YR PPD INT PPD INT IND GPM ORG | 88,000 | 0 | 88,000.00 | | | 129 38 4340 | | 0.00 | | 0.00 | 0 | |
| ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNKRPCY CH/DT | 003/23407573 | | | | N/07-01-08 | | | | | 07/12-17-08 | | |
| PMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DI-NOT-RPT-YR REAS CAUS RI-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT | 12 | .00 | | | | | | | | 03-06 | | |
| IOE CREDIT YTD/W-H SW/W-H BALANCE IORE CREDIT YTD/W-H SW/W-H BALANCE CONSTR CD NO PURGE FLAG/YR BNKRPT STAT LAST DEF DUE | .00 | .00 | .00 | .00 | | | | | | A | 02-36 | |
| REC CORP ADV BAL 3RD REC CORP ADV BAL FORECL WKST CODE/REINSTATE DATE INIT ESC STMT CODE / DATE LOSS MIT STATUS/COMPL DATE | 2,583.74 | 306.00 | | S | | | | | | S | | |
| DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE STATUS STATUS UNEARNED OTHER CFD | DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT BALANCE INT-BAL. AMOUNTS DCT | | | | | | | | | | | |
| BAL-FWD | | | | 88000.00 | | | | 180.22 | .00 | | .00 | |
| 07-08 07-02 3 51 1 | CHECK # | | | 415.00- | 234.78- | PAYEE CD | | | | | | |
| 07-08 07-02 3 10 2 | CHECK # | | | 365.22- | 600.00- | PAYEE CD | | | | | | |
| 07-08 07-02 1 61 3 | 600.00 | .00 | 88000.00 | .00 | 600.00 | | 600.00 | .00 | .00 | .00 | | 1 |
| 00-00 07-03 7 45 1 | 335.00 PROCES AHM REASON PVBC ACQUISITION | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | | | 335.00 AR | |
| | CHECK # | | | | | | | | | | | |
| 00-00 07-03 7 45 2 | 435.00 PROCES AHM REASON ATEV ACQUISITION | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | | | ACTION OMEM 435.00 AR | |
| | CHECK # | | | | | | | | | | | |
| 00-00 07-03 7 45 3 | 150.00 PROCES AHM REASON ATFC ACQUISITION | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | | | ACTION OMEM 150.00 AR | |
| | CHECK # | | | | | | | | | | | |
| 00-00 07-03 7 45 4 | 107.50 PROCES AHM REASON TLCT ACQUISITION | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | | | ACTION OMEM 107.50 AR | |
| | CHECK # | | | | | | | | | | | |
| 00-00 07-03 7 45 5 | 180.00 PROCES AHM REASON ATFC ACQUISITION | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | | | ACTION OMEM 180.00 AR | |
| | CHECK # | | | | | | | | | | | |
| 00-00 07-03 7 45 6 | 35.00 PROCES AHM REASON TLCT ACQUISITION | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | | | ACTION OMEM 35.00 AR | |
| | CHECK # | | | | | | | | | | | |
| 00-00 07-03 7 45 7 | 8.00 PROCES AHM REASON PIPH ACQUISITION | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | | | ACTION OMEM 8.00 AR | |
| | CHECK # | | | | | | | | | | | |
| 00-00 07-03 7 45 8 | 11.00 PROCES AHM REASON PIPI ACQUISITION | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | | | | | ACTION OMEM 11.00 AR | |
| | CHECK # | | | | | | | | | | | |
| 10-07 07-16 1 52 1 | .00 .00 88000.00 .00 .00 | | | .00 | 600.00 | .00 | .00 | .00 | .00 | 15.50- 11 | | |
| 00-00 07-23 6 33 1 | .00 PROCES INV REASON PIPI PROP INSPECTIONS | | | CORP:SEQ | PAYEE 13N50 | ORIG PAY FSSAFE | | | | 9.60 AN | | |

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I6471-721

AMERICAN HOME MORTGAGE SERVICING, INC.

LOAN HISTORY Y-T-D INV P12 CAT 001 INV# 0030906929 T16 12/31/08

LOAN-NO (CONT'D)

PAGE 43613

| LN# | DUE DATE | PROC DATE | TP | SQ | TR | NO | AMOUNT RECEIVED | PRINCIPAL PAID | PRINCIPAL BALANCE | INTEREST PAID | ESCROW PAID | ESCROW BALANCE | ADVANCE BALANCE | STATUS AMOUNT | STATUS BALANCE | UNEARNED INT-BAL. | EMP 0 | POFO | OTHER AMOUNTS | CFD DCT |
|-------|----------|-----------|----|----|----|----|-----------------|----------------|-------------------|---------------|-------------|----------------|-----------------|-----------------|----------------|-------------------|-------|------|---------------|---------|
| | | | | | | | CHECK #667984 | | | | | | | | | | | | | |
| | | | | | | | CHECK #700717 | | | | | | | | | | | | | |
| 06-08 | 08-12 | 3 | 10 | 1 | | | 60.87 | .00 | 88000.00 | .00 | 60.87 | 60.87- | 660.87 | .00 | .00 | .00 | | | | 1 |
| 10-07 | 08-13 | 1 | 61 | 1 | | | | | | | | | | | | | | | | |
| 00-00 | 08-15 | 6 | 33 | 1 | | | .00 PROCES | INV | REASON PIPI | PROP | INSPECTIONS | CORP:SEQ | PAYEE 13N50 | ORIG PAY FSSAFE | | | | | 9.60 | AN |
| | | | | | | | CHECK #709215 | | | | | | | | | | | | | |
| 10-07 | 08-16 | 1 | 52 | 1 | | | .00 | .00 | 88000.00 | .00 | .00 | .00 | 660.87 | .00 | .00 | .00 | | | 15.50- | 11 |
| 07-08 | 08-28 | 3 | 10 | 1 | | | CHECK #728854 | | | | | | | | | | | | | |
| 10-07 | 08-29 | 1 | 61 | 1 | | | 60.87 | .00 | 88000.00 | .00 | 60.87 | 60.87- | 721.74 | .00 | .00 | .00 | | | | 1 |
| 00-00 | 09-10 | 6 | 30 | 1 | | | .00 PROCES | INV | REASON ATFF | FC | ATTY FEES | CORP:SEQ | PAYEE 13R19 | ORIG PAY ATMCD0 | | | | | 400.00 | AR |
| | | | | | | | CHECK #745490 | | | | | | | | | | | | | |
| 00-00 | 09-10 | 6 | 32 | 2 | | | .00 PROCES | INV | REASON ATFC | FC | ATTY COSTS | CORP:SEQ | PAYEE 13T19 | ORIG PAY ATMCD0 | | | | | 6.00 | AT |
| | | | | | | | CHECK #745576 | | | | | | | | | | | | | |
| 00-00 | 09-10 | 6 | 32 | 3 | | | .00 PROCES | INV | REASON ATFC | FC | ATTY COSTS | CORP:SEQ | PAYEE 13R19 | ORIG PAY ATMCD0 | | | | | 722.24 | AR |
| | | | | | | | CHECK #745576 | | | | | | | | | | | | | |
| 00-00 | 09-18 | 6 | 33 | 1 | | | .00 PROCES | INV | REASON PIPI | PROP | INSPECTIONS | CORP:SEQ | PAYEE 13N50 | ORIG PAY FSSAFE | | | | | 9.60 | AN |
| | | | | | | | CHECK #759046 | | | | | | | | | | | | | |
| 08-08 | 09-19 | 3 | 10 | 1 | | | CHECK #759835 | | | | | | | | | | | | | |
| 10-07 | 09-22 | 1 | 61 | 1 | | | 60.87 | .00 | 88000.00 | .00 | 60.87 | 60.87- | 782.61 | .00 | .00 | .00 | | | | 1 |
| 00-00 | 10-13 | 6 | 33 | 1 | | | .00 PROCES | INV | REASON PIPI | PROP | INSPECTIONS | CORP:SEQ | PAYEE 13N50 | ORIG PAY FSSAFE | | | | | 9.60 | AN |
| | | | | | | | CHECK #800459 | | | | | | | | | | | | | |
| 09-08 | 10-29 | 3 | 10 | 1 | | | CHECK #827984 | | | | | | | | | | | | | |
| 10-07 | 10-30 | 1 | 61 | 1 | | | 60.87 | .00 | 88000.00 | .00 | 60.87 | 60.87- | 843.48 | .00 | .00 | .00 | | | | 1 |
| 00-00 | 11-12 | 6 | 30 | 1 | | | .00 PROCES | INV | REASON ATPC | BK | POC FILING | CORP:SEQ | PAYEE 13T19 | ORIG PAY ATADAM | | | | | 300.00 | AT |
| | | | | | | | CHECK #849963 | | | | | | | | | | | | | |
| 10-07 | 11-17 | 1 | 52 | 1 | | | .00 | .00 | 88000.00 | .00 | .00 | .00 | 843.48 | .00 | .00 | .00 | | | 15.50- | 11 |
| 10-08 | 11-20 | 3 | 10 | 1 | | | CHECK #863197 | | | | | | | | | | | | | |
| 10-07 | 11-21 | 1 | 61 | 1 | | | 60.87 | .00 | 88000.00 | .00 | 60.87 | 60.87- | 904.35 | .00 | .00 | .00 | | | | 1 |
| 00-00 | 11-25 | 6 | 30 | 1 | | | .00 PROCES | INV | REASON ATBF | BK | ATTY FEES | CORP:SEQ | PAYEE 13R19 | ORIG PAY ATADAM | | | | | 200.00 | AR |
| | | | | | | | CHECK #876467 | | | | | | | | | | | | | |
| 00-00 | 11-28 | 6 | 33 | 1 | | | .00 PROCES | INV | REASON PIPI | PROP | INSPECTIONS | CORP:SEQ | PAYEE 13N50 | ORIG PAY FSSAFE | | | | | 9.60 | AN |
| | | | | | | | CHECK #881098 | | | | | | | | | | | | | |
| 10-07 | 12-16 | 1 | 52 | 1 | | | .00 | .00 | 88000.00 | .00 | .00 | .00 | 904.35 | .00 | .00 | .00 | | | 15.50- | 11 |
| 00-00 | 12-17 | 6 | 33 | 1 | | | .00 PROCES | INV | REASON PIPI | PROP | INSPECTIONS | CORP:SEQ | PAYEE 13N50 | ORIG PAY FSSAFE | | | | | 9.60 | AN |
| | | | | | | | CHECK #914584 | | | | | | | | | | | | | |
| 11-08 | 12-18 | 3 | 10 | 1 | | | CHECK #915121 | | | | | | | | | | | | | |
| 10-07 | 12-19 | 1 | 61 | 1 | | | 60.87 | .00 | 88000.00 | .00 | 60.87 | 60.87- | 965.22 | .00 | .00 | .00 | | | | 1 |
| 12-08 | 12-22 | 3 | 12 | 1 | | | CHECK #919599 | | | | | | | | | | | | | |
| 10-07 | 12-23 | 1 | 61 | 1 | | | 901.64 | .00 | 88000.00 | .00 | 901.64 | 901.64- | 1866.86 | .00 | .00 | .00 | | | | 1 |
| | | | | | | | | | | | | | | | | | | | | |

394

I6471-721 AMERICAN HOME MORTGAGE SERVICING, INC.

LOAN HISTORY Y-T-D INV P12 CAT 001 INV# 0030906929 T16 12/31/08

LOAN-NO (CONT'D)

PAGE 43614

REQ-BY TOTALS

1,866.86

.00

.00

2,885.34

Y/E

.00

1,866.86

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

565

LN# NEVA STEFFENS

6 AZALEA CT

GREENVILLE

SC 29615

| 1ST MTGE PRIN | 2ND MTGE PRIN | ESC BAL | REST ESC | SUSPENSE | ADV BAL | REPL RES | HUD BAL | LC BAL | INT DUE | DUE DATE | HUD PRT | OF M |
|--------------------|----------------------|------------------|----------------|-------------------|---------------|-----------------|-------------|--------------|-------------|------------|--------------|-------------------|
| 88,000.00 | .00 | .00 | .00 | .00 | 8,398.10 | .00 | .00 | 279.00 | .00 | 10-01-07 | .00 | 00 S |
| P & I 1ST P&I 2ND | CO TAX CITY TAX | HAZ INS | M I P | LIEN | BSC A & H | LIFE | MISC | REP RES | TOT PAYMT | INT RATE | DT BM | |
| 550.00 | .00 | 91.14 | .00 | 34.58 | 60.87 | .00 | .00 | .00 | 736.59 | .0750000 | 1 9 | |
| 1ST ORIG MTG | 2ND ORIG MTG | PRIN BAL | BEG | INT IND | CAP FLAG | MTGR SSN | DEF INT BAL | PRIOR YR | PPD INT | PPD INT | IND | GPM ORG |
| 88,000 | 0 | 88,000.00 | | | 129 38 | 4340 | 0.00 | | 0.00 | 0 | | |
| ASSUM-DT | XFER-DEED | FHA-SEC/NUM | LIP | PAYOFF | FC-TRK-SW | YE-ACQ-RPT/DATE | SALE-ID | EXEMPT | PLGD-LN | PMT-OPT | CALC-METH | ELOC BNRPCY CH/DT |
| | | 003/23407573 | | | | N/07-01-08 | AHMSIWHOL4 | | | | | |
| PMT PERIOD | 1098-DET-HIST | POINTS-PAID/RPTG | YR | SUPPR-MICR-STMT | DI-NOT-RPT-YR | REAS CAUS | RI-HDR-SW | 1ST-DUE-DT | REO | STAT/COMPL | DT | |
| 12 | | .00 | | | | | | 03-06 | | | | |
| IOE CREDIT | YTD/W-H SW/W-H | BALANCE | IOE CREDIT | YTD/W-H SW/W-H | BALANCE | CONSTR CD | NO PURGE | FLAG/YR | BNKRPT | STAT | LAST DEF | DUE |
| .00 | .00 | .00 | .00 | .00 | .00 | | | | | | 02-36 | |
| REC CORP ADV BAL | 3RD REC CORP ADV BAL | FORECL WKST | CODE/REINSTATE | DATE | INIT | ESC | STMT | CODE / DATE | LOSS | MIT | STATUS/COMPL | DATE |
| 4,529.17 | 155,380.10 | A | | | | | | | | | A | 01-11-10 |
| DUE PROC TP SQ | AMOUNT | PRINCIPAL | PRINCIPAL | INTEREST | ESCROW | ESCROW | ADVANCE | STATUS | STATUS | UNEARNED | OTHER | CFD |
| DATE DATE TR NO | RECEIVED | PAID | BALANCE | PAID | PAID | BALANCE | BALANCE | AMOUNT | BALANCE | INT-BAL. | AMOUNTS | DCT |
| BAL-FWD | | | 88000.00 | | | .00 | 6638.25 | | .00 | .00 | | |
| 00-00 01-12 7 45 1 | 48.00-PROCES | SYS | REASON | PIPI | FEE | CODE 8 | CORP:SEQ | PAYEE 13N50 | ORIG PAY | | 48.00-AN | |
| | CHECK # | | | | | | | | | | | |
| 12-10 01-14 3 10 1 | CHECK #039720 | | MICR | CHECK #0001039720 | 73.68- | 73.68- | | PAYEE CD 003 | | | | |
| 10-07 01-14 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 6711.93 | .00 | .00 | .00 | | 1 |
| 00-00 01-18 7 45 1 | 9.60-PROCES | SYS | REASON | PIPI | PROP | INSPECTIONS | CORP:SEQ | PAYEE 13N50 | ORIG PAY | | 9.60-AN | |
| | CHECK # | | | | | | | | | | | |
| 01-11 02-10 3 10 1 | CHECK #071753 | | MICR | CHECK #0001071753 | 73.68- | 73.68- | | PAYEE CD 003 | | | | |
| 10-07 02-10 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 6785.61 | .00 | .00 | .00 | | 1 |
| 00-00 02-25 6 33 1 | .00 | PROCES | 1YB | REASON | ATLT | LITIGATION | MATTR | CORP:SEQ | PAYEE 13T21 | ORIG PAY | ATNELMUL | 252.00 AT |
| | CHECK #097542 | | MICR | CHECK #0001097542 | | | | | | | | |
| 02-11 03-17 3 10 1 | CHECK #117409 | | MICR | CHECK #0001117409 | 73.68- | 73.68- | | PAYEE CD 003 | | | | |
| 10-07 03-17 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 6859.29 | .00 | .00 | .00 | | 1 |
| 00-00 04-06 6 33 1 | .00 | PROCES | SYS | REASON | PVBC | BPO/FORECLOSURE | CORP:SEQ | PAYEE 13T19 | ORIG PAY | POWERVALU | 100.00 AT | |
| | CHECK #143102 | | MICR | CHECK #0001143102 | | | | | | | | |
| 03-11 04-15 3 10 1 | CHECK #153041 | | MICR | CHECK #0001153041 | 73.68- | 73.68- | | PAYEE CD 003 | | | | |
| 10-07 04-15 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 6932.97 | .00 | .00 | .00 | | 1 |
| 00-00 05-13 6 33 1 | .00 | PROCES | 1YB | REASON | ATLT | LITIGATION | MATTR | CORP:SEQ | PAYEE 13T21 | ORIG PAY | ATNELMUL | 8268.50 AT |
| | CHECK #191159 | | MICR | CHECK #0001191159 | | | | | | | | |
| 04-11 05-23 3 10 1 | CHECK #202765 | | MICR | CHECK #0001202765 | 73.68- | 73.68- | | PAYEE CD 003 | | | | |
| 10-07 05-23 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 7006.65 | .00 | .00 | .00 | | 1 |
| 00-00 06-10 6 33 1 | .00 | PROCES | 1YB | REASON | ATLT | LITIGATION | MATTR | CORP:SEQ | PAYEE 13T21 | ORIG PAY | ATNELMUL | 10460.00 AT |
| | CHECK #220948 | | MICR | CHECK #0001220948 | | | | | | | | |
| 05-11 06-21 3 10 1 | CHECK #230927 | | MICR | CHECK #0001230927 | 73.68- | 73.68- | | PAYEE CD 003 | | | | |
| 10-07 06-21 1 61 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 7080.33 | .00 | .00 | .00 | | 1 |
| 00-00 06-24 6 33 1 | .00 | PROCES | 1YB | REASON | ATLT | LITIGATION | MATTR | CORP:SEQ | PAYEE 13T21 | ORIG PAY | ATNELMUL | 14190.93 AT |
| | CHECK #235728 | | MICR | CHECK #0001235728 | | | | | | | | |
| 00-00 06-24 6 33 2 | .00 | PROCES | 1YB | REASON | ATLT | LITIGATION | MATTR | CORP:SEQ | PAYEE 13T21 | ORIG PAY | ATNELMUL | 30217.16 AT |

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I6471-721

AMERICAN HOME MORTGAGE SERVICING, INC.

LOAN HISTORY Y-T-D INV P12 CAT 001 INV# 0030906929 T16 12/31/11

LOAN-NO (CONT'D)

PAGE 34452

LN#

NEVA STEFFENS

EMP 0

POF4

| DUE DATE | PROC DATE | TP | SQ | TR | NO | AMOUNT RECEIVED | PRINCIPAL PAID | PRINCIPAL BALANCE | INTEREST PAID | ESCROW PAID | ESCROW BALANCE | ADVANCE BALANCE | STATUS AMOUNT | STATUS BALANCE | UNEARNED INT-BAL. | OTHER AMOUNTS | CFD DCT |
|----------|-----------|----|----|----|----|-----------------|----------------|----------------------------------|---------------|-------------|----------------|-----------------|----------------|----------------|-------------------|---------------|---------|
| 00-00 | 07-08 | 6 | 33 | 1 | | CHECK #235728 | | MICR CHECK #0001235728 | | | | | | | | | |
| | | | | | | .00 PROCES | | INV REASON LMCREDIT REPORT | | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | CREDCO | | 2.83 | AT |
| 06-11 | 07-18 | 3 | 10 | 1 | | CHECK #248541 | | MICR CHECK #0001248541 | | | | | | | | | |
| 10-07 | 07-18 | 1 | 61 | 2 | | CHECK #255704 | | MICR CHECK #0001255704 | 73.68- | 73.68- | | | PAYEE CD 003 | | | | |
| 00-00 | 07-29 | 6 | 33 | 1 | | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 7154.01 | .00 | .00 | .00 | | 1 |
| | | | | | | .00 PROCES | | 1YB REASON ATLT LITIGATION MATTR | | | CORP:SEQ | PAYEE 13T21 | ORIG PAY | ATNELMUL | | 12360.13 | AT |
| 07-11 | 08-16 | 3 | 10 | 1 | | CHECK #269375 | | MICR CHECK #0001269375 | | | | | | | | | |
| 10-07 | 08-16 | 1 | 61 | 2 | | CHECK #287031 | | MICR CHECK #0001287031 | 73.68- | 73.68- | | | PAYEE CD 003 | | | | |
| 00-00 | 09-02 | 6 | 33 | 1 | | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 7227.69 | .00 | .00 | .00 | | 1 |
| | | | | | | .00 PROCES | | 1YB REASON ATLT LITIGATION MATTR | | | CORP:SEQ | PAYEE 13T21 | ORIG PAY | ATNELMUL | | 23164.40 | AT |
| 08-11 | 09-16 | 3 | 10 | 1 | | CHECK #306362 | | MICR CHECK #0001306362 | | | | | | | | | |
| 10-07 | 09-16 | 1 | 61 | 2 | | CHECK #317623 | | MICR CHECK #0001317623 | 73.68- | 73.68- | | | PAYEE CD 003 | | | | |
| 00-00 | 09-19 | 6 | 33 | 1 | | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 7301.37 | .00 | .00 | .00 | | 1 |
| | | | | | | .00 PROCES | | 9CV REASON PVRC RECONCILIATION | | | CORP:SEQ | PAYEE 13T19 | ORIG PAY | POWERVALU | | 85.00 | AT |
| 00-00 | 09-19 | 6 | 33 | 2 | | CHECK #320640 | | MICR CHECK #0001320640 | | | | | | | | | |
| | | | | | | .00 PROCES | | 9CV REASON PVBC BPO/FORECLOSURE | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | POWERVALU | | 110.00 | AR |
| 09-11 | 10-18 | 3 | 10 | 1 | | CHECK #320635 | | MICR CHECK #0001320635 | | | | | | | | | |
| 10-07 | 10-18 | 1 | 61 | 2 | | CHECK #350991 | | MICR CHECK #0001350991 | 73.68- | 73.68- | | | PAYEE CD 003 | | | | |
| 00-00 | 11-07 | 6 | 33 | 1 | | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 7375.05 | .00 | .00 | .00 | | 1 |
| | | | | | | .00 PROCES | | INV REASON PIPi PROP INSPECTIONS | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | PM-NFR | | 10.00 | AR |
| 10-11 | 11-16 | 3 | 10 | 1 | | CHECK #372588 | | MICR CHECK #0001372588 | | | | | | | | | |
| 10-07 | 11-16 | 1 | 61 | 2 | | CHECK #379484 | | MICR CHECK #0001379484 | 73.68- | 73.68- | | | PAYEE CD 003 | | | | |
| 00-00 | 11-18 | 6 | 33 | 1 | | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 7448.73 | .00 | .00 | .00 | | 1 |
| | | | | | | .00 PROCES | | 1YB REASON ATLT LITIGATION MATTR | | | CORP:SEQ | PAYEE 13T21 | ORIG PAY | ATNELMUL | | 9542.50 | AT |
| 00-00 | 11-18 | 6 | 33 | 2 | | CHECK #384106 | | MICR CHECK #0001384106 | | | | | | | | | |
| | | | | | | .00 PROCES | | 1YB REASON ATLT LITIGATION MATTR | | | CORP:SEQ | PAYEE 13T21 | ORIG PAY | ATNELMUL | | 7284.90 | AT |
| 00-00 | 11-18 | 6 | 33 | 3 | | CHECK #384106 | | MICR CHECK #0001384106 | | | | | | | | | |
| | | | | | | .00 PROCES | | 1YB REASON ATLT LITIGATION MATTR | | | CORP:SEQ | PAYEE 13T21 | ORIG PAY | ATNELMUL | | 4393.00 | AT |
| 12-11 | 12-01 | 3 | 12 | 1 | | CHECK #392955 | | MICR CHECK #0001392955 | 875.69- | 875.69- | | | PAYEE CD 39045 | | | | |
| 10-07 | 12-01 | 1 | 61 | 2 | | 875.69 | .00 | 88000.00 | .00 | 875.69 | .00 | 8324.42 | .00 | .00 | .00 | | 1 |
| 11-11 | 12-19 | 3 | 10 | 1 | | CHECK #411741 | | MICR CHECK #0001411741 | 73.68- | 73.68- | | | PAYEE CD 003 | | | | |
| 10-07 | 12-19 | 1 | 61 | 2 | | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 8398.10 | .00 | .00 | .00 | | 1 |
| 00-00 | 12-30 | 6 | 33 | 1 | | .00 PROCES | | INV REASON PIPi PROP INSPECTIONS | | | CORP:SEQ | PAYEE 13R19 | ORIG PAY | PM-NFR | | 10.00 | AR |
| | | | | | | CHECK #427343 | | MICR CHECK #0001427343 | | | | | | | | | |

REQ-BY TOTALS

1,759.85

.00

.00

120,393.75

Y/E

.00

1,759.85

OTHER AMOUNT CODES:

| | | | | | |
|---------------|-----------------------------|--------------------|---------------------|------------------------|-----------------------------|
| A=FHA-PENALTY | G=SER=INTEREST-PAID TO POOL | K=INT-DUE-PD | P=ACCRUED-IOE/IORE | U=REAPPLICATION-FEE | Y=HUD-FUND |
| B=BSC | H=FEE-AMT | L=PD-THRU-DT | R=UE-INT-AMT | V=ESCROW-ADVANCE | Z=RESTRICTED-ESCROW |
| C=235-FEE | I=A-H-PD | M=ADVANCE-EFF-DATE | S=CR-LIFE-AMT | W=SUSPENSE | DI=DEFERRED-INT-BAL |
| F=MISC | J=LIFE-PD | N=ADVANCE-MEMO-AMT | T=ORIG-FEE-AMT | X=REPLACEMENT-RESERVE | |
| AA=SER-FEE-PD | AB=DEFERRED-INT-PD | AC=LIFE-DEF-INT-PD | AD=CHECK-NO | AE=DEFERRED-INT-LTD-PD | AF=LIFE-DEFERRED-INT-LTD-PD |
| AG=SUB-CODE | AJ=DEF-INT-ADJ-FLAG | AK=ADV-AMT-RECD | AL=TRAN-SOURCE | AM=IOC-SPEC-INT-PD | AN=NON-REC-CORP-ADV |
| STAMP | AR=MTGR-REC-CORP-ADV | AS=PREV-POSTED | AT=3RD-REC-CORP-ADV | AY=ADJ YE 1098 | IND |
| FEE CODES: | 1=LATE-CHARGE | 2=BAD-CK-FEE | 3=CHG-OWNER | \$=ELOC-FEE | AZ=CHOICES-PD |

L65

LN# NEVA STEFFENS

6 AZALEA CT

GREENVILLE

SC 29615

| 1ST MTGE PRIN | 2ND MTGE PRIN | ESC BAL | REST ESC | SUSPENSE | ADV BAL | REPL RES | HUD BAL | LC BAL | INT DUE | DUE DATE | HUD PRT | OF M |
|---------------|---------------|-----------|----------|----------|----------|-----------|-----------|--------|----------|-----------|----------|---------|
| 71,729.93 | 60,000.00 | 887.51 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 02-01-13 | .00 | 00 7 |
| P & I 1ST P&I | 2ND CO TAX | CITY TAX | HAZ INS | M I P | LIEN | BSC A & H | LIFE | MISC | REP RES | TOT PAYMT | INT RATE | DT BM |
| 323.52 | .00 | 72.97 | .00 | 43.67 | 73.68 | .00 | .00 | .00 | .00 | 513.84 | .0200000 | 1 9 |
| 1ST ORIG MTG | 2ND ORIG MTG | PRIN BAL | BEG | INT IND | CAP FLAG | MTGR SSN | DEF INT | BAL | PRIOR YR | PPD INT | PPD INT | IND GPM |
| 88,000 | 60,000 | 88,000.00 | | | 129 38 | 4340 | 29,180.41 | | | 0.00 | 0 | |

ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNKRPCY CH/DT
 003/23407573 N/07-01-08 AHMSIWHOL4

PMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DI-NOT-RPT-YR REAS CAUS RI-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT
 12 .00 03-06

IOE CREDIT YTD/W-H SW/W-H BALANCE IOE CREDIT YTD/W-H SW/W-H BALANCE CONSTR CD NO PURGE FLAG/YR BNKRPT STAT LAST DEF DUE
 .00 .00 .00 .00 02-36

REC CORP ADV BAL 3RD REC CORP ADV BAL FORECL WKST CODE/REINSTATE DATE INIT ESC STMT CODE / DATE LOSS MIT STATUS/COMPL DATE
 55.00 242,305.81 R 05-25-12 C 05-30-12

| DUE DATE | PROC DATE | TP | SQ | AMOUNT RECEIVED | PRINCIPAL PAID | PRINCIPAL BALANCE | INTEREST PAID | ESCROW PAID | ESCROW BALANCE | ADVANCE BALANCE | STATUS AMOUNT | STATUS BALANCE | UNEARNED INT-BAL. | OTHER AMOUNTS | CFD DCT |
|----------|-----------|----|----|-----------------|----------------|-------------------|---------------|-------------|----------------|-----------------|---------------|----------------|-------------------|---------------|---------|
| BAL-FWD | | | | | | 88000.00 | | | .00 | 8398.10 | | .00 | .00 | | |

| | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|-----|---------------|-----|------------------------------|----------|-------|-------|----------|----------|---------|----|
| 00-00 | 01-06 | 6 | 33 | 1 | .00 | PROCES | 1YB | REASON ATLT LITIGATION MATTR | CORP:SEQ | PAYEE | 13T21 | ORIG PAY | ATNELMUL | 6278.50 | AT |
| | | | | | | CHECK #433704 | | MICR CHECK #0001433704 | | | | | | | |
| 00-00 | 01-06 | 6 | 33 | 2 | .00 | PROCES | 1YB | REASON ATLT LITIGATION MATTR | CORP:SEQ | PAYEE | 13T21 | ORIG PAY | ATNELMUL | 8492.95 | AT |
| | | | | | | CHECK #433704 | | MICR CHECK #0001433704 | | | | | | | |

| | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|--------|---------------|----------|------------------------|---------|---------|----------|-------|-----|--|---|
| 01-12 | 01-11 | 3 | 51 | 1 | | CHECK #437754 | | MICR CHECK #0001437754 | 524.00- | 524.00- | PAYEE CD | 57491 | | | |
| 10-07 | 01-11 | 1 | 61 | 2 | 524.00 | .00 | 88000.00 | .00 | 524.00 | .00 | 8922.10 | .00 | .00 | | 1 |
| 12-11 | 01-16 | 3 | 10 | 1 | | CHECK #440773 | | MICR CHECK #0001440773 | 73.68- | 73.68- | PAYEE CD | 003 | | | |

| | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|-------|---------------|----------|------------------------------|----------|-------|---------|----------|--------|-------|----|
| 10-07 | 01-16 | 1 | 61 | 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 8995.78 | .00 | .00 | .00 | 1 |
| 00-00 | 01-24 | 6 | 33 | 1 | .00 | PROCES | INV | REASON PIPI PROP INSPECTIONS | CORP:SEQ | PAYEE | 13R19 | ORIG PAY | PM-NFR | 10.00 | AR |
| | | | | | | CHECK #452964 | | MICR CHECK #0001452964 | | | | | | | |

| | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|-----|---------------|-----|------------------------------|----------|--------|----------|----------|--------|-------|----|
| 00-00 | 02-22 | 6 | 33 | 1 | .00 | PROCES | INV | REASON PIPI PROP INSPECTIONS | CORP:SEQ | PAYEE | 13R19 | ORIG PAY | PM-NFR | 10.00 | AR |
| | | | | | | CHECK #485141 | | MICR CHECK #0001485141 | | | | | | | |
| 01-12 | 02-22 | 3 | 10 | 2 | | CHECK #484130 | | MICR CHECK #0001484130 | 73.68- | 73.68- | PAYEE CD | 003 | | | |

| | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|-------|---------------|----------|-----------------------------|----------|-------|---------|----------|-----------|--------|----|
| 10-07 | 02-22 | 1 | 61 | 3 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 9069.46 | .00 | .00 | .00 | 1 |
| 00-00 | 02-29 | 6 | 33 | 1 | .00 | PROCES | 9CV | REASON PVBC BPO/FORECLOSURE | CORP:SEQ | PAYEE | 13T19 | ORIG PAY | POWERVALU | 110.00 | AT |
| | | | | | | CHECK #490061 | | MICR CHECK #0001490061 | | | | | | | |

| | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|-----|---------------|-----|------------------------------|----------|--------|----------|----------|----------|----------|----|
| 00-00 | 03-16 | 6 | 33 | 1 | .00 | PROCES | 1YB | REASON ATLT LITIGATION MATTR | CORP:SEQ | PAYEE | 13T21 | ORIG PAY | ATNELMUL | 15070.58 | AT |
| | | | | | | CHECK #502827 | | MICR CHECK #0001502827 | | | | | | | |
| 02-12 | 03-20 | 3 | 10 | 1 | | CHECK #504565 | | MICR CHECK #0001504565 | 73.68- | 73.68- | PAYEE CD | 003 | | | |

| | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|-------|---------------|----------|------------------------|----------|-------|---------|----------|-----------|-------|----|
| 10-07 | 03-20 | 1 | 61 | 2 | 73.68 | .00 | 88000.00 | .00 | 73.68 | .00 | 9143.14 | .00 | .00 | .00 | 1 |
| 00-00 | 03-21 | 6 | 33 | 1 | .00 | PROCES | 9CV | REASON PVCR | CORP:SEQ | PAYEE | 13T19 | ORIG PAY | POWERVALU | 85.00 | AT |
| | | | | | | CHECK #509075 | | MICR CHECK #0001509075 | | | | | | | |

| | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|-------|---------------|-----|------------------------------|----------|-------|-------|----------|--------|-------|----|
| 00-00 | 03-28 | 6 | 33 | 1 | .00 | PROCES | INV | REASON PIPI PROP INSPECTIONS | CORP:SEQ | PAYEE | 13R19 | ORIG PAY | PM-NFR | 10.00 | AR |
| | | | | | | CHECK #514703 | | MICR CHECK #0001514703 | | | | | | | |
| 00-00 | 03-29 | 7 | 45 | 1 | 85.00 | PROCES | 9CV | REASON PVRC POWERVALU | CORP:SEQ | PAYEE | 13T19 | ORIG PAY | | 85.00 | AT |
| | | | | | | CHECK # | | | | | | | | | |

| | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|-------|---------|-----|-----------------------|----------|-------|-------|----------|--|-------|----|
| 00-00 | 03-29 | 7 | 45 | 2 | 85.00 | PROCES | 9CV | REASON PVCR POWERVALU | CORP:SEQ | PAYEE | 13T19 | ORIG PAY | | 85.00 | AT |
| | | | | | | CHECK # | | | | | | | | | |

ACTION MEM

85.00-AT

298

I6471-721

HOMEWARD RESIDENTIAL, INC.

LOAN HISTORY Y-T-D INV P12 CAT 001 INV# 0030906929 T16 12/31/12

LOAN-NO (CONT'D)

PAGE 18067

| LN# | DUE DATE | PROC DATE | TP | ISQ | TR NO | NEVA STEFFENS
AMOUNT RECEIVED | PRINCIPAL PAID | PRINCIPAL BALANCE | INTEREST PAID | ESCROW PAID | ESCROW BALANCE | ADVANCE BALANCE | STATUS AMOUNT | STATUS BALANCE | UNEARNED INT-BAL. | EMP 0 | POFO | OTHER | CFD |
|--|----------|-----------|----|-----|-------|----------------------------------|----------------|-------------------|------------------|-------------|----------------|-----------------|---------------|----------------|-------------------|-----------|--------|-------|-----|
| 06-12 | 05-25 | 1 | 68 | 12 | | .00 | .00 | 133349.52 | .00 | 9290.50- | 699.85 | .00 | .00 | .00 | .00 | .00 | | | |
| BATCH 43B EDIT-SEQ 185284 ACTION 0F01 | | | | | | | | | | | | | | | | | | | |
| 9290.50 V | | | | | | | | | | | | | | | | | | | |
| 00-00 | 05-25 | 7 | 45 | 13 | | 999.99-PROCES | ### | REASON RMOD | RECVD-CAPITALIZD | CORP:SEQ | PAYEE | 13R19 | ORIG PAY | 185284 | ACTION 0F01 | 999.99-AR | | | |
| 06-12 | 05-25 | 1 | 70 | 14 | | CHECK # | | 999.99 | .00 | 133349.52 | .00 | .00 | 699.85 | .00 | .00 | .00 | 999.99 | *1 | |
| BATCH 43B EDIT-SEQ 185286 ACTION 0F01 | | | | | | | | | | | | | | | | | | | |
| 00-00 | 05-25 | 7 | 45 | 15 | | 999.99-PROCES | ### | REASON RMOD | RECVD-CAPITALIZD | CORP:SEQ | PAYEE | 13R19 | ORIG PAY | 185286 | ACTION 0F01 | 999.99-AR | | | |
| 06-12 | 05-25 | 1 | 70 | 16 | | CHECK # | | 999.99 | .00 | 133349.52 | .00 | .00 | 699.85 | .00 | .00 | .00 | 999.99 | *1 | |
| BATCH 43B EDIT-SEQ 185288 ACTION 0F01 | | | | | | | | | | | | | | | | | | | |
| 00-00 | 05-25 | 7 | 45 | 17 | | 999.99-PROCES | ### | REASON RMOD | RECVD-CAPITALIZD | CORP:SEQ | PAYEE | 13R19 | ORIG PAY | 185288 | ACTION 0F01 | 999.99-AR | | | |
| 06-12 | 05-25 | 1 | 70 | 18 | | CHECK # | | 999.99 | .00 | 133349.52 | .00 | .00 | 699.85 | .00 | .00 | .00 | 999.99 | *1 | |
| BATCH 43B EDIT-SEQ 185290 ACTION 0F01 | | | | | | | | | | | | | | | | | | | |
| 00-00 | 05-25 | 7 | 45 | 19 | | 559.21-PROCES | ### | REASON RMOD | RECVD-CAPITALIZD | CORP:SEQ | PAYEE | 13R19 | ORIG PAY | 185290 | ACTION 0F01 | 559.21-AR | | | |
| 06-12 | 05-25 | 1 | 70 | 20 | | CHECK # | | 559.21 | .00 | 133349.52 | .00 | .00 | 699.85 | .00 | .00 | .00 | 559.21 | *1 | |
| BATCH 43B EDIT-SEQ 185292 ACTION 0F01 | | | | | | | | | | | | | | | | | | | |
| IR EFF 06-12 OLD .0750000 NEW .0200000 PRIN BAL 133,349.52 | | | | | | | | | | | | | | | | | | | |
| PI EFF 06-12 OLD 550.00 NEW 323.52 PRIN BAL 133,349.52 | | | | | | | | | | | | | | | | | | | |
| 06-12 | 05-29 | 1 | 45 | 2 | | .00 | .00 | 133349.52 | .00 | .00 | 699.85 | .00 | .00 | .00 | .00 | .00 | | | |
| 14549.52 AB | | | | | | | | | | | | | | | | | | | |
| 14549.52 AC | | | | | | | | | | | | | | | | | | | |
| 14549.52 AE | | | | | | | | | | | | | | | | | | | |
| 14549.52 AF | | | | | | | | | | | | | | | | | | | |
| A AJ | | | | | | | | | | | | | | | | | | | |
| ACTION 0F01 | | | | | | | | | | | | | | | | | | | |
| 06-12 | 05-29 | 1 | 43 | 3 | | .00 | 60000.00- | 193349.52 | .00 | .00 | 699.85 | .00 | .00 | .00 | .00 | .00 | | | |
| 06-12 | 05-29 | 1 | 43 | 4 | | .00 | 60000.00 | 133349.52 | .00 | .00 | 699.85 | .00 | .00 | .00 | .00 | .00 | | | |
| REASON | | | | | | | | | | | | | | | | | | | |
| 06-12 | 05-31 | 1 | 73 | 1 | | .00 | 201.27 | 133148.25 | 122.25 | 190.32 | 890.17 | .00 | .00 | .00 | .00 | .00 | | | |
| 513.84-W | | | | | | | | | | | | | | | | | | | |
| PRV-PD FROM: 05-25-12 THRU: 05-30-12 L | | | | | | | | | | | | | | | | | | | |
| 15.28 AA | | | | | | | | | | | | | | | | | | | |
| 201.27 AB | | | | | | | | | | | | | | | | | | | |
| 201.27 AC | | | | | | | | | | | | | | | | | | | |
| 201.27 AE | | | | | | | | | | | | | | | | | | | |
| 201.27 AF | | | | | | | | | | | | | | | | | | | |
| 06-12 | 05-31 | 1 | 73 | 2 | | .00 | .00 | 133148.25 | .00 | .00 | 890.17 | .00 | .00 | .00 | .00 | .00 | | | |
| BATCH 429 EDIT-SEQ 320346 | | | | | | | | | | | | | | | | | | | |
| 07-12 | 06-04 | 1 | 32 | 1 | | .00 | .00 | 133148.25 | .00 | .00 | 890.17 | .00 | .00 | .00 | .00 | .00 | 279.00 | 611 | |
| BATCH 429 EDIT-SEQ 320346 | | | | | | | | | | | | | | | | | | | |
| 00-00 | 06-08 | 6 | 33 | 1 | | .00 PROCES | 1YB | REASON ATLT | LITIGATION MATTR | CORP:SEQ | PAYEE | 13T21 | ORIG PAY | ATNELMUL | 20662.90 | AT | | | |
| CHECK #598326 MICR CHECK #0001598326 | | | | | | | | | | | | | | | | | | | |
| 00-00 | 06-13 | 6 | 33 | 1 | | .00 PROCES | INV | REASON PIPI | PROP INSPECTIONS | CORP:SEQ | PAYEE | 13R19 | ORIG PAY | PM-NFR | 10.00 | AR | | | |
| CHECK #601863 MICR CHECK #0001601863 | | | | | | | | | | | | | | | | | | | |
| 00-00 | 06-22 | 6 | 33 | 1 | | .00 PROCES | 1YB | REASON ATLT | LITIGATION MATTR | CORP:SEQ | PAYEE | 13T21 | ORIG PAY | ATNELMUL | 1941.38 | AT | | | |
| CHECK #612453 MICR CHECK #0001612453 | | | | | | | | | | | | | | | | | | | |

400

I6471-721
LOAN-NO (CONT'D)
LN#

HOMEWARD RESIDENTIAL, INC.

LOAN HISTORY Y-T-D INV P12 CAT 001 INV# 0030906929 T16 12/31/12

PAGE 18068

NEVA STEFFENS

EMP 0 P0F0

| DUE DATE | PROC DATE | TP | SQ | TR | NO | AMOUNT RECEIVED | PRINCIPAL PAID | PRINCIPAL BALANCE | INTEREST PAID | ESCROW PAID | ESCROW BALANCE | ADVANCE BALANCE | STATUS AMOUNT | STATUS BALANCE | UNEARNED INT-BAL. | OTHER AMOUNTS | CFD DCT |
|----------|-----------|----|----|----|----|-----------------|----------------|-------------------|---------------|-------------|----------------|-----------------|---------------|----------------|-------------------|---------------|-----------|
| 00-00 | 06-26 | 7 | 45 | 1 | | 727.09 | PROCES | TCP | REASON | ZLIT | LITIGATION | EXPEN | CORP:SEQ | PAYEE | 13T24 | ORIG PAY | 727.09 AT |
| CHECK # | | | | | | | | | | | | | | | | | |

ACTION OMEM

| | | | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|--|---------------|--------|-------------------|--------|--------|---------|-----|--------------|-----|-----|--|---|
| 05-12 | 06-26 | 3 | 10 | 2 | | CHECK #613901 | MICR | CHECK #0001613901 | 73.68- | 816.49 | | | PAYEE CD 003 | | | | |
| 07-12 | 06-27 | 1 | 72 | 1 | | 513.84 | 201.61 | 132946.64 | 121.91 | 190.32 | 1006.81 | .00 | .00 | .00 | .00 | | 1 |

MPL-ID GLBL
PRV-PD FROM: 05-30-12 THRU: 06-26-12 L
15.24 AA
201.61 AB
201.61 AC
201.61 AE
201.61 AF

| | | | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|--|-----|-----|-----------|-----|-----|---------|-----|-----|-----|-----|--|---|
| 07-12 | 06-27 | 1 | 72 | 2 | | .00 | .00 | 132946.64 | .00 | .00 | 1006.81 | .00 | .00 | .00 | .00 | | 1 |
|-------|-------|---|----|---|--|-----|-----|-----------|-----|-----|---------|-----|-----|-----|-----|--|---|

BATCH 700 EDIT-SEQ 092267
MPL-ID GLBL
BATCH 700 EDIT-SEQ 092267
PAYEE 13T21 ORIG PAY ATNELMUL 17776.20 AT

| | | | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|--|---------------|--------|-------------------|--------|--------|------------|-------|--------------|-----|-----|--|---|
| 00-00 | 06-29 | 6 | 33 | 1 | | .00 | PROCES | 1YB | REASON | ATLT | LITIGATION | MATTR | CORP:SEQ | | | | |
| | | | | | | CHECK #618802 | MICR | CHECK #0001618802 | | | | | | | | | |
| 06-12 | 07-19 | 3 | 10 | 1 | | CHECK #634572 | MICR | CHECK #0001634572 | 63.91- | 942.90 | | | PAYEE CD 003 | | | | |
| 08-12 | 07-25 | 1 | 72 | 1 | | 513.84 | 201.94 | 132744.70 | 121.58 | 190.32 | 1133.22 | .00 | .00 | .00 | .00 | | 1 |

MPL-ID GLBL
PRV-PD FROM: 06-26-12 THRU: 07-23-12 L
15.20 AA
201.94 AB
201.94 AC
201.94 AE
201.94 AF

| | | | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|--|-----|-----|-----------|-----|-----|---------|-----|-----|-----|-----|--|---|
| 08-12 | 07-25 | 1 | 72 | 2 | | .00 | .00 | 132744.70 | .00 | .00 | 1133.22 | .00 | .00 | .00 | .00 | | 1 |
|-------|-------|---|----|---|--|-----|-----|-----------|-----|-----|---------|-----|-----|-----|-----|--|---|

BATCH 700 EDIT-SEQ 062394
MPL-ID GLBL
BATCH 700 EDIT-SEQ 062394
PAYEE 13T21 ORIG PAY ATNELMUL 584.00 AT

| | | | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|--|---------------|--------|-------------------|--------|---------|------------|-------|--------------|-----|-----|--|---|
| 00-00 | 07-27 | 6 | 33 | 1 | | .00 | PROCES | 1YB | REASON | ATLT | LITIGATION | MATTR | CORP:SEQ | | | | |
| | | | | | | CHECK #645091 | MICR | CHECK #0001645091 | | | | | | | | | |
| 00-00 | 08-16 | 6 | 33 | 1 | | .00 | PROCES | 9CV | REASON | ATLT | LITIGATION | MATTR | CORP:SEQ | | | | |
| | | | | | | CHECK #661909 | MICR | CHECK #0001661909 | | | | | | | | | |
| 07-12 | 08-24 | 3 | 10 | 1 | | CHECK #670041 | MICR | CHECK #0001670041 | 63.91- | 1069.31 | | | PAYEE CD 003 | | | | |
| 09-12 | 08-27 | 1 | 72 | 1 | | 513.84 | 202.28 | 132542.42 | 121.24 | 190.32 | 1259.63 | .00 | .00 | .00 | .00 | | 1 |

MPL-ID GLBL
PRV-PD FROM: 07-23-12 THRU: 08-25-12 L
15.16 AA
202.28 AB
202.28 AC
202.28 AE
202.28 AF

| | | | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|--|-----|-----|-----------|-----|-----|---------|-----|-----|-----|-----|--|---|
| 09-12 | 08-27 | 1 | 72 | 2 | | .00 | .00 | 132542.42 | .00 | .00 | 1259.63 | .00 | .00 | .00 | .00 | | 1 |
|-------|-------|---|----|---|--|-----|-----|-----------|-----|-----|---------|-----|-----|-----|-----|--|---|

BATCH 711 EDIT-SEQ 060377
MPL-ID GLBL
BATCH 711 EDIT-SEQ 060377
PAYEE 13T21 ORIG PAY ATNELMUL 2571.90 AT

| | | | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|--|---------------|--------|-------------------|--------|---------|------------|-------|--------------|-----|-----|--|---|
| 00-00 | 09-14 | 6 | 33 | 1 | | .00 | PROCES | 1YB | REASON | ATLT | LITIGATION | MATTR | CORP:SEQ | | | | |
| | | | | | | CHECK #689103 | MICR | CHECK #0001689103 | | | | | | | | | |
| 08-12 | 09-24 | 3 | 10 | 1 | | CHECK #701310 | MICR | CHECK #0001701310 | 63.91- | 1195.72 | | | PAYEE CD 003 | | | | |
| 10-12 | 10-02 | 1 | 72 | 1 | | 513.84 | 202.62 | 132339.80 | 120.90 | 190.32 | 1386.04 | .00 | .00 | .00 | .00 | | 1 |

104

I6471-721

HOMEWARD RESIDENTIAL, INC.

LOAN HISTORY Y-T-D INV P12 CAT 001 INV# 0030906929 T16 12/31/12

LOAN-NO (CONT'D)

PAGE 18069

LN# [REDACTED]

NEVA STEFFENS

EMP 0

P0F0

| DUE DATE | PROC DATE | TP | SQ | TR NO | AMOUNT RECEIVED | PRINCIPAL PAID | PRINCIPAL BALANCE | INTEREST PAID | ESCROW PAID | ESCROW BALANCE | ADVANCE BALANCE | STATUS AMOUNT | STATUS BALANCE | UNEARNED INT-BAL. | OTHER AMOUNTS | CFD DCT |
|----------|-----------|----|----|-------|-----------------|----------------|-------------------|---------------|-------------|----------------|-----------------|---------------|----------------|-------------------|---------------|---------|
|----------|-----------|----|----|-------|-----------------|----------------|-------------------|---------------|-------------|----------------|-----------------|---------------|----------------|-------------------|---------------|---------|

MPL-ID GLBL

PRV-PD FROM: 08-25-12 THRU: 10-01-12 L

15.11 AA

202.62 AB

202.62 AC

202.62 AE

202.62 AF

10-12 10-02 1 72 2

.00

.00

132339.80

.00

.00

1386.04

.00

BATCH 700 EDIT-SEQ 117563

.00 .00 .00

1

MPL-ID GLBL

BATCH 700 EDIT-SEQ 117563

00-00 10-05 6 33 1

.00 PROCES 1YB REASON ATLT LITIGATION MATTR

CORP:SEQ

PAYEE 13T21

ORIG PAY ATNELMUL

5688.40 AT

CHECK #714663 MICR CHECK #0001714663

00-00 10-10 6 33 1

.00 PROCES 1QV REASON LMCN CREDIT REPORT

CORP:SEQ

PAYEE 13T19

ORIG PAY CREDCO

2.83 AT

CHECK #718884 MICR CHECK #0001718884

DUE DATE

PROC DATE

TP TR NO

SQ

BAL-FWD

AMOUNT RECEIVED

PRINCIPAL PAID

PRINCIPAL BALANCE

INTEREST PAID

ESCROW PAID

ESCROW BALANCE

ADVANCE BALANCE

STATUS AMOUNT

STATUS BALANCE

UNEARNED INT-BAL.

OTHER AMOUNTS

CFD DCT

09-12 10-22 3 10 1

CHECK #731933 MICR CHECK #0001731933

63.91-

1322.13

PAYEE CD 003

.00

.00

.00

1

11-12 10-29 1 72 1

513.84

202.95

132136.85

120.57

190.32

1512.45

.00

MPL-ID GLBL

PRV-PD FROM: 10-01-12 THRU: 10-27-12 L

15.07 AA

202.95 AB

202.95 AC

202.95 AE

202.95 AF

11-12 10-29 1 72 2

.00

.00

132136.85

.00

.00

1512.45

.00

BATCH 711 EDIT-SEQ 049780

.00 .00 .00

1

MPL-ID GLBL

BATCH 711 EDIT-SEQ 049780

10-12 11-21 3 10 1

CHECK #762094 MICR CHECK #0001762094

63.91-

1448.54

PAYEE CD 003

.00

.00

.00

1

12-12 11-30 1 72 1

513.84

203.29

131933.56

120.23

190.32

1638.86

.00

MPL-ID GLBL

PRV-PD FROM: 10-27-12 THRU: 11-30-12 L

15.03 AA

203.29 AB

203.29 AC

203.29 AE

203.29 AF

12-12 11-30 1 72 2

.00

.00

131933.56

.00

.00

1638.86

.00

BATCH 700 EDIT-SEQ 208990

.00 .00 .00

1

MPL-ID GLBL

BATCH 700 EDIT-SEQ 208990

12-12 12-05 3 12 1

CHECK #773184 MICR CHECK #0001773184

877.76-

761.10

PAYEE CD 39045

11-12 12-13 3 10 1

CHECK #781428 MICR CHECK #0001781428

63.91-

697.19

PAYEE CD 003

.00

.00

.00

1

01-13 12-31 1 72 1

513.84

203.63

131729.93

119.89

190.32

887.51

.00

MPL-ID GLBL

PRV-PD FROM: 11-30-12 THRU: 12-29-12 L

14.99 AA

203.63 AB

402

I54/1-721

HOMEWARD RESIDENTIAL, INC.

LOAN HISTORY Y-T-D INV P12 CAT 001 INV# 0030906929 T16 12/31/12

LOAN-NO (CONT'D)

PAGE 18070

LN#

NEVA STEFFENS

EMP 0 POF0

| DUE DATE | PROC DATE | TP | SQ | AMOUNT RECEIVED | PRINCIPAL PAID | PRINCIPAL BALANCE | INTEREST PAID | ESCROW PAID | ESCROW BALANCE | ADVANCE BALANCE | STATUS AMOUNT | STATUS BALANCE | UNEARNED INT-BAL. | OTHER AMOUNTS | CFD DCT |
|----------|-----------|----|----|-----------------|----------------|-------------------|---------------|-------------|----------------|-----------------|---------------|----------------|-------------------|---------------|---------|
| | | | | | | | | | | | | | | 203.63 | AC |
| | | | | | | | | | | | | | | 203.63 | AE |
| | | | | | | | | | | | | | | 203.63 | AF |

| | | | | | | | | | | | | | | | |
|-------|-------|---|----|---|-----|-----|-----------|-----|-----|--------|-----|-----|-----|--|---|
| 01-13 | 12-31 | 1 | 72 | 2 | .00 | .00 | 131729.93 | .00 | .00 | 887.51 | .00 | .00 | .00 | | 1 |
|-------|-------|---|----|---|-----|-----|-----------|-----|-----|--------|-----|-----|-----|--|---|

BATCH 721 EDIT-SEQ 038301

MPL-ID GLBL

BATCH 721 EDIT-SEQ 038301

REQ-BY TOTALS

5,003.12

31,768.57

Y/E

43,729.93-

3,114.81

.00

18,993.68-

OTHER AMOUNT CODES:

| | | | | | |
|---------------|-----------------------------|--------------------|---------------------|------------------------|-----------------------------|
| A=FHA-PENALTY | G=SER=INTEREST-PAID TO POOL | K=INT-DUE-PD | P=ACCRUED-IOE/IORE | U=REAPPLICATION-FEE | Y=HUD-FUND |
| B=BSC | H=FEE-AMT | L=PD-THRU-DT | R=UE-INT-AMT | V=ESCROW-ADVANCE | Z=RESTRICTED-ESCROW |
| C=235-FEE | I=A-H-PD | M=ADVANCE-EFF-DATE | S=CR-LIFE-AMT | W=SUSPENSE | DI=DEFERRED-INT-BAL |
| F=MISC | J=LIFE-PD | N=ADVANCE-MEMO-AMT | T=ORIG-FEE-AMT | X=REPLACEMENT-RESERVE | |
| AA=SER-FEE-PD | AB=DEFERRED-INT-PD | AC=LIFE-DEF-INT-PD | AD=CHECK-NO | AE=DEFERRED-INT-LTD-PD | AF=LIFE-DEFERRED-INT-LTD-PD |
| AG=SUB-CODE | AJ=DEF-INT-ADJ-FLAG | AK=ADV-AMT-RECD | AL=TRAN-SOURCE | AM=IOC-SPEC-INT-PD | AN=NON-REC-CORP-ADV |
| STAMP | AR=MTGR-REC-CORP-ADV | AS=PREV-POSTED | AT=3RD-REC=CORP-ADV | AY=ADJ YE 1098 | IND |
| FEE CODES: | 1=LATE-CHARGE | 2=BAD-CK-FEE | 3=CHG-OWNER | \$=ELOC-FEE | AZ=CHOICES-PD |

403

STATE OF SOUTH CAROLINA,
County of greenville

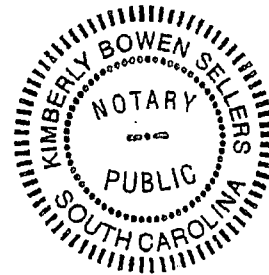
Personally appeared before me Kimberly Bowen Sellers
and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their act and deed, deliver
the within written Mortgage; and that he/she with Alex J. Newton
_____ , witnessed the execution thereof.

Sworn to before me this 20th day of January, 2006

My Commission Expires:

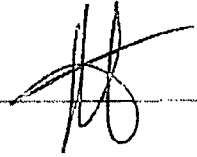
My Commission Expires
December 16, 2014

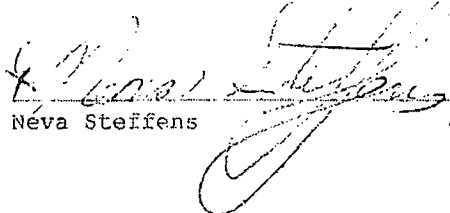
Kimberly Bowen Sellers
Notary Public for South Carolina



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

Signed, sealed and delivered in the presence of:



 (Seal)
Neva Steffens -Borrower



_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

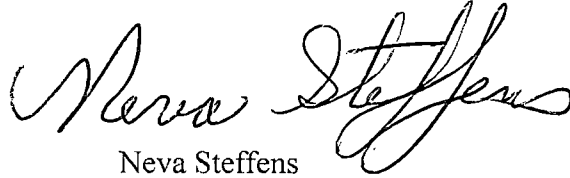
_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

I certify that this designation contains no matter which is irrelevant to this appeal.

November 9, 2015

A handwritten signature in cursive script that reads "Neva Steffens".

Neva Steffens
Appellant Pro Se
6 Azalea Court
Greenville, S.C. 29615
(864) 241-8602

RECEIVED

NOV 10 2015

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
Trial Court Case No. 2013CP23-02794

Alexander S. Macaulay, Circuit Court Judge

Appellate Case No. 2014-00297

CERTIFICATE OF SERVICE

Neva Steffens, Appellant,

v.

Ocwen Loan Servicing, LLC, Mortgage Electronic Registration Systems, Inc.,
MERSCorps, Inc., American Home Mortgage Servicing, Inc. a/k/a Homeward
Residential, Wells Fargo National Association, and Deutsche Bank National Trust
Company, Defendants,

Of whom Ocwen Loan Servicing, LLC, American Home Mortgage Servicing, Inc.
a/k/a Homeward Residential, are the Respondents.

Neva Steffens, Pro Se
6 Azalea Court
Greenville, South Carolina 29615
(864) 241-8602

RECEIVED

NOV 10 2015

SC Court of Appeals

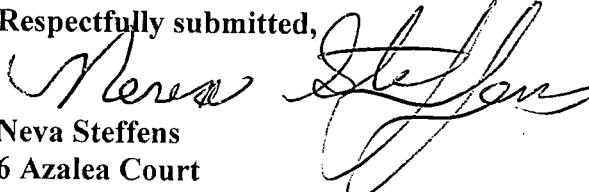
The undersigned hereby states that on July 24, 2015, she caused a true and correct copy of SUPPLEMENTAL RECORD ON APPEAL to be served upon all parties by having the same deposited in the United States mail, proper postage affixed, addressed as follows:

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November 9, 2015

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Neva Steffens", written in dark ink.

Neva Steffens
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(864) 241-8602
Appellant Pro Se