

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM DILLON COUNTY
Court of Common Pleas

Harry Easterling, Jr, Special Referee

Case No. 2012-CP-17-0060
Court of Appeals No. 2015-000985

RECEIVED

DEC 15 2015

SC Court of Appeals

Bank of America, N. A. successor by merger to BAC Home Loans Servicing, LP
f/k/a Countrywide Home Loans Servicing LLP,Respondent.

v.

Shawn L. Bethea, South Carolina Department of Motor Vehicles, Defendants,

Of whom Shawn L. Bethea is the.....Appellant.

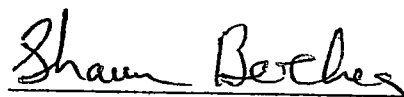
MOTION TO CLOSE THIS CASE

Shawn Bethea, Pro Se
1317 Gordonville Court
Dillon, South Carolina 29536
Appellant

Date: December 14, 2015

Appellant Shawn L. Bethea (Appellant) respectfully requests that the Court close this case due to Respondent Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loan Servicing LP (Respondent) having no interest in the matter concerning my home. Attached you will find letters explaining that Bank of America no longer has a vested interest in my home, due to Fannie Mae purchasing the home and land at a public auction on May 5, 2015. The question that now arises is who is McGuire Woods LLP representing since Bank of America sold my property to Fannie Mae?

WHEREFORE, for good cause shown, Appellant prays that the Court closes this case with no further action required by myself or Bank of America, and that punitive damages are awarded to respondent for pain and suffering.



Shawn Bethea, Pro Se
1317 Gordonville Court
Dillon, South Carolina 29536

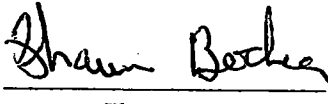
CERTIFICATE OF SERVICE

The undersigned Motion to Close was served on the parties to this action by depositing a copy thereof in the United States Mail, first class, postage prepaid address to:

McGuire Woods LLP
Fifth Third Street
201 North Tryson Street
Suite 3000
Charlotte, NC 28202
Respondent

RECEIVED
DEC 15 2015
SC Court of Appeals

This 14th day of December, 2015


Shawn Bethea

P.O. BOX 52238
Idaho Falls, ID 83405-2238
R005

11/06/2014

SHAWN BETHEA
1317 GORDONVILLE CT
DILLON, SC 29536

Client: H.S.A. Fannie Mae Home Saver Advance
Client Loan #: 4006172956
Balance Due: \$1,109.17
Property Address: 1317 Gordonville Court
DILLON, SC 29536

Re: ClearSpring File # 1311081

NOTICE: SEE REVERSE SIDE FOR IMPORTANT DISCLOSURES AND OTHER INFORMATION.

Dear SHAWN BETHEA:

Although we have not been able to reach you by phone regarding your loan, we are sensitive to the difficulties and tough times that you may be facing. We thought it would be appropriate to reach out to you and make a low cost offer. This offer can be handled quickly at your leisure without having to speak with me or a representative in our office.

After reviewing the following options along with considering your current and future finances, tax returns and other means of borrowing, please accept one of the following alternatives. These five options are designed with dignity to help you manage your credit more effectively.

As one final courtesy, please kindly accept and adhere to one of the following plans:

1. Full Payment: \$1,109.17
2. Settlement in Full: \$277.29
3. Down Payment: \$250.00 with monthly payments of \$100.00 on the _____ day of each month.
4. I am interested in exploring hardship options. Please call me at the following number _____ at _____ AM/PM on _____ (date). I will be prepared to have an open discussion about my situation.
5. You are mistaken. This debt was paid directly to the creditor on _____ (date). Enclosed is a copy of both sides of my check. Please investigate and notify me of your findings.

Please act quickly, your response must be in our office within 15 days of the date of this letter via telephone or mail otherwise all offers are null and void. Please direct all inquiries to ClearSpring at 1-888-787-0013, Monday through Friday, 7am to 9pm (CST).

We have convenient pay by phone options available: (check by phone, credit and debit card payments). Please note these options may include a \$6.00 transaction fee. However, if you decide to mail your payment, please make your check or money order payable to: ClearSpring.

Regular Mail Address:
ClearSpring Loan Services, Inc.
P.O. Box 4869, Dept. #447
Houston, TX 77210

Overnight Delivery:
Capital One Bank
Attn: ClearSpring Loan Services, Inc.
5718 Westheimer Rd
4th Floor - Lock Box Department
P.O. Box 4869, Dept. #447
Houston, TX 77210

Correspondence Address:
ClearSpring Loan Services, Inc.
P.O. Box 52238
Idaho Falls, ID 83405-2238

Sincerely,

Recovery Specialist
ClearSpring Loan Services, Inc.

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

If you are in active bankruptcy or received a discharge which included this debt, this communication is not intended to be and does not constitute an attempt to reaffirm or to collect a debt against you personally and is for informational purposes only.

STATE	APPLICABLE NOTICE
California	As required by law, you are hereby notified that a negative credit report reflecting on your credit records may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
Colorado	Colorado Address: 717 17th Street, Suite 2300, Denver, Colorado 80202; 866-436-4766.
Minnesota	This collection agency is licensed by the Minnesota Department of Commerce.
New York City	New York City Department of Consumer Affairs License #1297744
North Carolina	North Carolina Collection Agency License #103129.
Tennessee	This collection agency is licensed by the Collection Service Board of the Tennessee Department of Commerce and Insurance.
Utah	As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit records may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

December 15, 2014

Shawn Bethea
1317 Gordonville Ct
Dillon, SC 29536

RE: Debt Validation/Fraud/Forgery Dispute

Client: Fannie Mae-HSA 1st Current
Client Loan # 2004011
Clearspring File # 1311081
Loan Type: 2nd Mortgage
Current Outstanding Balance: \$ 1,109.17

Dear Shawn Bethea,

This letter is in response to your debt validation request which was sent to our office.

According to our records, you obtained a loan from Nationstar in the original principal amount of \$1,109.17 on November 18, 2008. The lien holder of this loan, Fannie Mae, has transferred the collections process to Clearspring Loan Servicing effective July 18, 2014 to collect the unpaid note balance along with the daily accrued interest that is tied to this loan.

You recently notified us of your belief that the Fannie Mae loan transferred to Clearspring for collection is fraudulent. In order to investigate this claim further Clearspring will require, at a minimum, the following documentation:

- Copy of Filed Police Report
- Original executed and notarized forgery affidavit
- Copy of Driver's License

Once these items are returned to our office we can review this dispute and, if valid, request approval to cancel this loan with our client, Fannie Mae-HSA 1st Current.

If you have any further questions or would like additional information, please contact our office at 1-888-787-0013. We can be reached Monday through Friday, 7am to 9pm (CST).

Sincerely,

Strategic Recovery Group
Collections

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

AFFIDAVIT AND AGREEMENT REGARDING FORGERY

I, _____ being duly sworn, do hereby state under oath that:

1. I, _____, ("Affiant") am authorized to make this Affidavit.
2. I did not execute, nor did I authorize anyone to execute on my behalf, the Fannie Mae-HSA 1st Current dated _____ in the amount of \$ _____, Payable to the order of _____ ("Lender") a copy of which is attached as Exhibit A to this Affidavit.
3. This Affidavit is intended to be relied on by Lender and by Fannie Mae-HSA 1st Current, its successors, and assigns.

EXECUTED THIS _____ day of _____, 20_____.

AFFIANT

Name: _____

Date: _____

Sworn and Subscribed to before the undersigned notary on _____, 20_____.

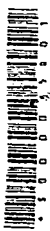
Notary Public in and for the

State of _____

My Commission expires: _____

ClearSpring Loan Servicing

7668 Warren Parkway • Suite 325 • Frisco, TX 75034 • (888) 787-0013 • Fax (888) 710-1902



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1/28/2015



SHAWN BETHEA
1317 GORDONVILLE CT
DILLON SC 29536-7782



Borrower: SHAWN BETHEA
Client: H.S.A. – Fannie Mae Home Saver
Advance

ClearSpring File # 1311081

RE: Correspondence Received

NOTICE: SEE REVERSE SIDE FOR IMPORTANT DISCLOSURES AND OTHER INFORMATION

Dear SHAWN BETHEA:

This letter will serve as acknowledgement of your correspondence regarding the above referenced account.

We are reviewing the account and will provide a response to you shortly.

Should you have any questions or concerns in the meantime, please feel free to contact us at telephone number 1-888-787-0013.

Sincerely,

ClearSpring Loan Services, Inc.

Correspondence Address:

ClearSpring Loan Services, Inc.
18451 North Dallas Parkway, Suite 100
Dallas, TX 75287

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

If you are in active bankruptcy or received a discharge which included this debt, this communication is not intended to be and does not constitute an attempt to reaffirm or to collect a debt against you personally and is for informational purposes only.

STATE	APPLICABLE NOTICE
California	As required by law, you are hereby notified that a negative credit report reflecting on your credit records may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
Colorado	Colorado Address: 717 17th Street, Suite 2300, Denver, Colorado 80202; 866-436-4766.
Minnesota	This collection agency is licensed by the Minnesota Department of Commerce.
New York City	New York City Department of Consumer Affairs License #1297744
North Carolina	North Carolina Collection Agency License #103129.
Tennessee	This collection agency is licensed by the Collection Service Board of the Tennessee Department of Commerce and Insurance.
Utah	As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit records may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.



18451 North Dallas Parkway
Suite 100
Dallas, TX 75287

February 2, 2015

Shawn Bethea
1317 Gordonville Ct
Dillon, SC 29536

RE: ClearSpring Loan Services: File # 1311081
FNMA: Loan No.: 4006172956
Unpaid Balance: \$ 0.00
Property Address: 1317 Gordonville Ct
Dillon, SC 29536

NOTICE: SEE REVERSE SIDE FOR IMPORTANT DISCLOSURES AND OTHER INFORMATION

Dear Shawn Bethea,

We have received your inquiry regarding credit bureau reporting of the above-mentioned debt. You obtained this account, in the original principal amount of \$ 1,950.00 on 11/18/2008. The file was transferred to ClearSpring Loan Services, effective 7/18/2014.

Your account with ClearSpring Loan Services has been closed permanently. Originally your account was transferred to our office as a delinquent account for collection of the entire unpaid balance. As of 1/23/2015, your account with ClearSpring Loan Services has been closed and a request to remove the trade line from your credit bureau has been sent as of 1/26/2015. ClearSpring Loan Services does not control the actions or the time in which it takes for matters regarding your credit to be resolved. ClearSpring Loan Services merely submits a request to the credit bureau to update your trade line on your credit bureau.

Please be aware that this communication is from a debt collector. The purpose of our communication is to provide you with a reduced payoff option, per your specific verbal or written request. This letter does not imply that we are attempting to collect money from anyone who has included the debt under the Bankruptcy Laws of the United States.

Sincerely,

ClearSpring Loan Services
Collections

We are required under state law to notify consumers of the following rights. This list does not contain a complete list of rights consumers have under state and federal law in the listed states or other states.

STATE	APPLICABLE NOTICE
California	As required by law, you are hereby notified that a negative credit report reflecting on your credit records may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
Colorado	Colorado Address: 600 Seventeenth Street, Suite 800 North Tower, Denver, CO 80202; 866-436-4766.
Minnesota	This collection agency is licensed by the Minnesota Department of Commerce.
New York City	New York City Department of Consumer Affairs License #1297744
North Carolina	North Carolina Collection Agency License #103129.
Tennessee	This collection agency is licensed by the Collection Service Board of the Tennessee Department of Commerce and Insurance.
Utah	As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit records may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.



February 12, 2015

SHAWN BETHEA
1317 GORDONVILLE CT
DILLON, SC 29536

- Form 1099C was sent in error and can be disregarded.
- The information on the Form 1099C was not reported to the IRS.
- Contact information listed below for questions or concerns.

RE: Loan Number: 597155257

Dear SHAWN BETHEA:

Why am I receiving this letter?

We recently mailed you a Form 1099C for the above referenced loan. That form was sent to you by mistake.

What do I need to know?

The information on the Form 1099C has not and will not be reported to the IRS. You may destroy the document and no further action is required as it pertains to tax filings for a 1099C form.

What do I need to do?

Please continue to work with ClearSpring Loan Services regarding all matters pertaining to your account. ClearSpring Loan Services may be reached toll-free at 1-866-344-3314 between the hours of 7am to 9pm CT, Monday through Friday, and 7am to 11am CT on Saturday, or at the following correspondence address:

ClearSpring Loan Services
18451 N. Dallas Parkway, Suite 100
Dallas, TX 75287

If you have any additional questions, please call our Customer Service Department at 888-480-2432. Our hours of operation are 8am to 8pm (CT), Monday through Thursday, 8am to 6pm (CT), Friday, and 8am to 2pm (CT) on Saturday.

Sincerely,

Nationstar Mortgage LLC
Customer Service

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



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May 22, 2015

Mr. Shawn L. Bethea
1317 Gordonville Court
Dillon, SC 29536

Contact Us:
1.877.471.4367,
extension 383245

Loan Ending:
1123

Service Request Number:
1-550581505

Page 1 of 1

Correspondence received on: May 19, 2015

Dear Mr. Bethea:

Our Enterprise Customer Care Resolution team has received the correspondence forwarded on your behalf from the Consumer Financial Protection Bureau (CFPB). Thank you for writing to express your concerns. Every customer is important to us, and we will work hard to resolve the matter.

My name is Dany Gonsales and I will be your dedicated single point of contact throughout this process.

What you can expect next

I will complete a full review of your concerns and my goal is to deliver a resolution to you by June 3, 2015. If I'm not able to resolve the concerns by this time, I'll provide a new date when you will receive a resolution.

What we may need from you

We may need more information or documentation from you to complete our research. If you're asked to provide information, please try to respond quickly so we can continue to move forward and resolve the concerns.

Your personal contact

I look forward to working with you. My phone number is 1.877.471.4367, extension 383245, and I'm available Monday through Friday from 7 a.m. to 4 p.m. Pacific. It's important that we stay in touch during this time, so please contact me with any questions.

Sincerely,

Dany Gonsales
Customer Advocate
Enterprise Customer Care Resolution

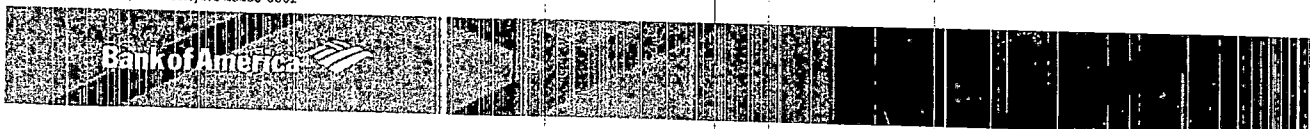
Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

Mortgages funded and administered by an Equal Housing Lender.
Protect your personal information before recycling this document.

For more information about help for homeowners, visit bankofamerica.com/homeloanhelp or makinghomeaffordable.gov

To check on the status of a loan modification, go to bankofamerica.com/loanhelpstatus

Bank of America, NCI-007-5816
100 N Tryon Street, Charlotte, NC 28255-0001





P.O. Box 4503
Iowa City, Iowa 52244

June 4, 2015

Shawn Bethea-Bey
1317 Gordonville Court
Dillon, SC 29536

Subject: Your submission, number 150515-001911

Dear Shawn Bethea-Bey:

The company has provided a partial response to your complaint, number 150515-001911, describing the steps taken so far to address your issue. They stated they are still working on your issue, and you should hear from them again within 60 days.

View the details of your complaint and the company's response so far at:
<http://consumerfinance.gov/app/account/complaints/list>.

We will let you know as soon as we receive an update about your complaint.

New CFPB mortgage rules protect borrowers and make it easier for them to get the help they need. Submitting a complaint won't automatically stop or delay foreclosure, but if you're behind on your mortgage, or having a hard time making payments, call us at (855) 411-CFPB (2372). We can help you find a housing counselor in your area who can develop a plan of action for your situation and help you work with your mortgage company. Foreclosure prevention help is free and special assistance may be available to military members or veterans. You can find more information on mortgages at: <http://www.consumerfinance.gov/mortgage/>

Thank you,

Consumer Financial Protection Bureau
consumerfinance.gov
(855) 411-CFPB (2372)

2015-800985
2012-CP-17-0060



KNOWING YOUR OPTIONS

Important Notice to Occupants Conozca Sus Opciones: Notificación importante para ocupantes

Property Address/ Dirección de la propiedad: 1317 Gardlawville Ct. Dillon S.C.
Date of Notice/ Fecha de la notificación: 6/4/15

This property is now owned by Fannie Mae. Fannie Mae has engaged the real estate agent listed below to be responsible for the management of the property and to make you aware of some options that may be available. Please review the information within this notice thoroughly and contact the real estate agent to advise of your intentions. If you have questions regarding your rights, you should seek the advice of an attorney – find attorneys in your area at www.findlegalhelp.org.

Esta propiedad ahora pertenece a Fannie Mae. Fannie Mae ha designado al agente de bienes raíces que se menciona abajo para que se encargue de la administración de la propiedad y para que le ponga al tanto de algunas opciones que pueden estar disponibles. Revise la información de esta notificación cuidadosamente y comuníquese con el agente de bienes raíces para informarle sobre sus intenciones. Si tiene preguntas acerca de sus derechos, debe obtener el asesoramiento de un abogado. Encuentre abogados en su área en www.findlegalhelp.org.

You may be able to rent this property. Please contact the real estate agent listed below immediately to indicate your interest in renting and for Fannie Mae to review the circumstances of your particular case.

Es posible que pueda alquilar esta propiedad. Comuníquese con el agente de bienes raíces listado a continuación para indicar su interés en alquilar y para que Fannie Mae examine las circunstancias de su caso particular.

Opción 2: Reubicarse con asistencia / Opción 2: Reubicación con asistencia

If you are a tenant intending to relocate or former owner, you might be eligible for relocation assistance to assist with costs associated with moving. To further explore this option, contact the real estate agent below.

Si usted es un arrendatario que tiene intenciones de reubicarse o un expropietario, podría ser elegible para recibir asistencia para la reubicación que le ayudará a cubrir los costos relacionados con la mudanza. Para continuar explorando esta opción, comuníquese con el agente de bienes raíces siguiente.

Pasos siguientes: información de contacto / Pasos siguientes: información de contacto

Contact the real estate agent listed below immediately to let us know if you wish to pursue either of the options described above or if you wish to purchase the property. If we do not hear from you within ten (10) days from the date of this notice, we will assume that you are not seeking any of these options, although failure to notify Fannie Mae within ten (10) days will not result in a waiver of any of your rights.

Comuníquese en forma inmediata con el agente de bienes raíces que se menciona abajo si desea elegir alguna de las opciones descritas anteriormente o si desea comprar la propiedad. Si no tenemos noticias tuyas en un término de diez (10) días a partir de la fecha de esta notificación, asumiremos que usted no está interesado en ninguna de estas opciones, aunque la falta de notificación a Fannie Mae en un término de diez (10) días no tendrá como resultado la renuncia a ninguno de sus derechos.

Fannie Mae Assigned Real Estate Agent – Contact Information / Información de contacto del agente de bienes raíces asignado por Fannie Mae

Name/ Nombre: Pamela Osborne

Company Name / Nombre de la compañía: Osborne Real Estate

Company Address / Dirección de la compañía: 448 W Cheves Street Florence SC 29501

Office Phone / Teléfono de oficina: 843-661-0077

Cell Phone / Teléfono celular: _____

E-mail / Correo electrónico: pam@pamosborne.com

If you have any concerns regarding the real estate agent assigned to manage this property, please call Fannie Mae at 1-800-732-6643.

Si tiene inquietudes acerca del agente asignado para administrar esta propiedad, comuníquese con Fannie Mae llamando al: 1-800-732-6643.

CKP
2012-CP-17-0060
2015-006985

June 10, 2015

714580-02270

NOTICE TO VACATE PROPERTY

TO: All occupants residing at: 1317 Gordonville Court, Dillon, SC 29536-7782

NOTICE IS HEREBY GIVEN THAT Federal National Mortgage Association,, or its predecessor-in interest, purchased the property located at 1317 Gordonville Court, Dillon, SC 29536-7782 (the "Premises") at the foreclosure sale held on June 2, 2015 by the Special Referee for Dillon County.

NOTICE IS FURTHER GIVEN THAT:

within **TEN (10) days** of the date of this Notice, you are required to vacate and surrender possession of the Premises or the portion in which you reside, to Federal National Mortgage Association, through Pam Osborne, its agent, who can be reached at 843-661-0077 ext. 10 from 9:00 a.m. to 5:00 p.m. on all business days.

If within the applicable period as set forth above, Federal National Mortgage Association, will commence eviction proceedings against you to recover possession of the Premises.

Your former landlord is no longer entitled to collection of the rental payments. You will be contacted shortly with instructions detailing where to forward your payments. Return of your security deposit is not the obligation of Federal National Mortgage Association.

Fannie Mae previously delivered its "Knowing Your Options" Document to you. Fannie Mae has either not received a response from you or has not received information that you are entitled to additional protections. If you did not receive Fannie Mae's "Knowing Your Options" Document or your believe you are entitled to additional protections, please contact this office immediately.

Dated June 10, 2015

Rogers Townsend & Thomas, PC
Attorney for Federal National Mortgage Association

09410-4

2012-CP-17-0060

2015-000985

RECEIVED

DEC 10 2015

SC Court of Appeals

REO #: A150JZM
Loan #: 1683933230

RELOCATION ASSISTANCE AGREEMENT

This Relocation Assistance Agreement (this "Agreement") is made this 12th day of June, 20 15, between Federal National Mortgage Association, a/k/a Fannie Mae ("Owner") and Shawn Bethea ("Occupant") residing in Owner's property at 1317 GORDONVILLE ST in the city of DILLON state of SC 29536 (the "Property").

IN CONSIDERATION OF THE MUTUAL PROMISES STATED HEREIN, OWNER AND OCCUPANT AGREE AS FOLLOWS:

Occupant agrees to voluntarily vacate the Property no later than June 19th, 2015 (the "Vacancy Date"). Immediately upon move out, Occupant agrees to deliver the keys to the designated real estate broker Osborne Real Estate located at 448 W Cheves St Florence SC 29501 phone 843-661-0077.

Owner will pay to the Occupant a total of \$ 1,900.00, representing relocation assistance, upon the Occupant vacating the Property on or before the Vacancy Date, provided Occupant has returned the keys, executed the "Release of All Claims" (attached as an exhibit to this Agreement), and the Property (including all fixtures, facilities and appliances) is left in the same condition as it was on the date of this Agreement, ordinary wear and tear excepted.

Occupant acknowledges receipt of Owner's document entitled "Knowing Your Options" and understands the potential opportunity for eligible occupants to enter into a lease with Owner. In addition, Occupant understands that Occupant may have the right to continue to occupy the Property pursuant to applicable law. Occupant also acknowledges that Occupant has had the opportunity, at any time, to contact Fannie Mae directly through its Resource Center at 1-800-732-6643. However, Occupant does not want to remain in the Property or receive further information on rental opportunities. Occupant agrees that any lease that remains in effect is terminated as of the Vacancy Date set forth herein. Occupant desires to accept relocation assistance in lieu of remaining in the Property.

Occupant, to the fullest extent allowed by applicable law, hereby releases and discharges OWNER, and its servicers, representatives, agents, attorneys, Officers, Directors, employees, successors and assigns, contractors and agents (collectively, the "Released Parties") from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, claims, demands and liabilities whatsoever of any type, both in LAW and in EQUITY, which the Occupant now has or ever has had to this date against the Released Parties, in connection with the premises located at 1317 GORDONVILLE ST, DILLON, SC 29536 (the "Property").

This Release includes, but is not limited to, all claims which the Occupant may have pursuant to state, local or federal law, claims against the Released Parties for irregularities in the foreclosure process, claims

C/P 2012

REO #: A150JZM
Loan #: 1683933230

June 19th, 20 15

RELEASE OF ALL CLAIMS

For and in consideration of the sum of 1,900.00 Dollars paid to Shawn Bethea (the Occupant) by Fannie Mae (Owners) the receipt and sufficiency of which are hereby acknowledged, the Occupant, to the fullest extent allowed by applicable law, hereby releases and discharges OWNER, and its servicers, representatives, agents, attorneys, Officers, Directors, employees, successor and assigns, contractors and agents (collectively, the "Released Parties") from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, claims, demands and liabilities whatsoever of any type, both in LAW and in EQUITY, which the Occupant now has or ever has had to this date against the Released Parties, as a result of occupancy or residence by the Occupant of the premises located at

1317 GORDONVILLE ST, DILLON, SC 29536 (hereinafter the Property). This Release includes, but is not limited to, all claims which the Occupant may have pursuant to state or federal law, specifically including rent control statutes and any related disclosure provisions, any implied warranties of fitness for purpose and/or habitability, state or local board of health codes, lead paint regulations or statutes, security deposit or last month's rental payment violations, and any other applicable state or federal codes, regulations or statutes arising out of or in connection with the occupancy or residence by the Occupant. In addition, the Occupant hereby acknowledges that the Occupant has no lawful right or privilege to occupy the Property and has completely vacated the Property, and removed all of its personal property, from the Property effective as of the date hereof, and hereby agrees to indemnify the Released Parties from all claims of third parties arising out of the occupancy or residence of the Property.

IN WITNESS WHEREOF, the undersigned has executed this agreement on the day and year first above written.

By: _____
Occupant

By: _____
Occupant

Witness: _____

CIP 2012-CP-17-0060
2015-000985

valid and enforceable, except by supplemental agreement in writing, signed by all parties to this Agreement.

By: Real Estate Agent on behalf of Owner

By: _____
Occupant

Witness: _____

By: _____
Occupant

Witness: _____

OP 1072

REO #: A150JZM
Loan #: 1683933230

RELOCATION ASSISTANCE AGREEMENT

This Relocation Assistance Agreement (this "Agreement") is made this 12th day of June, 2015, between Federal National Mortgage Association, a/k/a Fannie Mae ("Owner") and Shawn Bethea ("Occupant") residing in Owner's property at 1317 GORDONVILLE ST in the city of DILLON state of SC 29536 (the "Property").

IN CONSIDERATION OF THE MUTUAL PROMISES STATED HEREIN, OWNER AND OCCUPANT AGREE AS FOLLOWS:

Occupant agrees to voluntarily vacate the Property no later than July 4th, 2015 (the "Vacancy Date"). Immediately upon move out, Occupant agrees to deliver the keys to the designated real estate broker Osborne Real Estate located at 448 W Cheves St Florence SC 29501 phone 843-661-0077.

Owner will pay to the Occupant a total of \$ 1,400.00, representing relocation assistance, upon the Occupant vacating the Property on or before the Vacancy Date, provided Occupant has returned the keys, executed the "Release of All Claims" (attached as an exhibit to this Agreement), and the Property (including all fixtures, facilities and appliances) is left in the same condition as it was on the date of this Agreement, ordinary wear and tear excepted.

Occupant acknowledges receipt of Owner's document entitled "Knowing Your Options" and understands the potential opportunity for eligible occupants to enter into a lease with Owner. In addition, Occupant understands that Occupant may have the right to continue to occupy the Property pursuant to applicable law. Occupant also acknowledges that Occupant has had the opportunity, at any time, to contact Fannie Mae directly through its Resource Center at 1-800-732-6643. However, Occupant does not want to remain in the Property or receive further information on rental opportunities. Occupant agrees that any lease that remains in effect is terminated as of the Vacancy Date set forth herein. Occupant desires to accept relocation assistance in lieu of remaining in the Property.

Occupant, to the fullest extent allowed by applicable law, hereby releases and discharges OWNER, and its servicers, representatives, agents, attorneys, Officers, Directors, employees, successors and assigns, contractors and agents (collectively, the "Released Parties") from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, claims, demands and liabilities whatsoever of any type, both in LAW and in EQUITY, which the Occupant now has or ever has had to this date against the Released Parties, in connection with the premises located at 1317 GORDONVILLE ST, DILLON, SC 29536 (the "Property").

This Release includes, but is not limited to, all claims which the Occupant may have pursuant to state, local or federal law, claims against the Released Parties for irregularities in the foreclosure process, claims

that the Owner is not the rightful owner of the Property, for wrongful foreclosure, declaratory and injunctive relief, breach of contract, rescission, quiet title, fraud, the breach or violation of any rent control statutes and any related disclosure provisions, any implied warranties of fitness for purpose and/or habitability, state or local board of health codes, lead paint regulations or statutes, security deposit or last month's rental payment violations, and any other applicable local, state or federal codes, regulations or statutes arising out of or in connection with the Property. In addition, the Occupant hereby agrees that upon execution of this Agreement, the Occupant has no other lawful right or privilege to occupy the Property other than pursuant to the terms of this Agreement, and will completely vacate the Property and remove all personal property from the Property in accordance with the terms of this Agreement. Occupant shall hold the Released Parties harmless from any and all liability, loss, cost or expense, including reasonable attorney's fees arising out of a claim that is released herein.

Occupant agrees to leave the Property in "broom swept" condition when vacating the premises, including the removal of all trash and debris. In the event there is damage caused by Occupant between the date of this Agreement and the date Occupant vacates the Property, or if Occupant leaves trash and debris, the cost of repairing or replacing any fixtures or property removed from the Property, or the removal of trash and debris will be deducted from the agreed relocation assistance amount.

Occupant understands that Owner may continue the eviction action throughout the Occupant's occupancy, if permitted under applicable law, but will not schedule a "lockout" date prior to the Vacancy Date so long as Occupant complies with the terms and conditions of this Agreement.

During the term of this Agreement, Occupant shall bear full responsibility for all personal property kept at the Property and shall further bear all risk of any loss or damage caused to such personal property, regardless of cost.

On or before the Vacancy Date, Occupant shall have removed all personal property from the Property, and any items remaining after the Vacancy Date shall become the property of the Owner.

Throughout the period Occupant occupies the Property, Occupant shall, at his/her own expense, maintain and care for the Property, keep the lawn and other plantings trimmed, keep the Property free of debris, and use the Property in accordance with all applicable governmental codes and regulations, and shall, at personal expense, pay for all utility service at the Property. Occupant understands and acknowledges that this Agreement does not create a leasehold interest or a landlord/tenant relationship with Owner.

Occupant represents that Occupant has not previously completed a similar Relocation Assistance Agreement with OWNER related to another property owned by OWNER. Occupant further agrees to provide true and accurate tax forms (i.e., W9) to OWNER or OWNER'S designated representative. Occupant agrees that if Occupant provides any false or misleading information to OWNER or OWNER'S designated representatives, OWNER shall be relieved from its obligation herein to pay relocation funds to Occupant and the remainder of this Agreement, including all of Occupant's representations and releases, shall survive and remain valid and enforceable against Occupant.

This Agreement shall constitute the entire Agreement between the parties, and no changes to it shall be

valid and enforceable, except by supplemental agreement in writing, signed by all parties to this Agreement.

By: Real Estate Agent on behalf of Owner

By: _____
Occupant

Witness: _____

By: _____
Occupant

Witness: _____

09/11/15

REO #: A150JZM
Loan #: 1683933230

RELOCATION ASSISTANCE AGREEMENT

This Relocation Assistance Agreement (this "Agreement") is made this 12th day of June, 2015, between Federal National Mortgage Association, a/k/a Fannie Mae ("Owner") and Shawn Bethea ("Occupant") residing in Owner's property at 1317 GORDONVILLE ST in the city of DILLON state of SC 29536 (the "Property").

IN CONSIDERATION OF THE MUTUAL PROMISES STATED HEREIN, OWNER AND OCCUPANT AGREE AS FOLLOWS:

Occupant agrees to voluntarily vacate the Property no later than July 19th, 2015 (the "Vacancy Date"). Immediately upon move out, Occupant agrees to deliver the keys to the designated real estate broker Osborne Real Estate located at 448 W Cheves St Florence SC 29501 phone 843-661-0077.

Owner will pay to the Occupant a total of \$ 900.00, representing relocation assistance, upon the Occupant vacating the Property on or before the Vacancy Date, provided Occupant has returned the keys, executed the "Release of All Claims" (attached as an exhibit to this Agreement), and the Property (including all fixtures, facilities and appliances) is left in the same condition as it was on the date of this Agreement, ordinary wear and tear excepted.

Occupant acknowledges receipt of Owner's document entitled "Knowing Your Options" and understands the potential opportunity for eligible occupants to enter into a lease with Owner. In addition, Occupant understands that Occupant may have the right to continue to occupy the Property pursuant to applicable law. Occupant also acknowledges that Occupant has had the opportunity, at any time, to contact Fannie Mae directly through its Resource Center at 1-800-732-6643. However, Occupant does not want to remain in the Property or receive further information on rental opportunities. Occupant agrees that any lease that remains in effect is terminated as of the Vacancy Date set forth herein. Occupant desires to accept relocation assistance in lieu of remaining in the Property.

Occupant, to the fullest extent allowed by applicable law, hereby releases and discharges OWNER, and its servicers, representatives, agents, attorneys, Officers, Directors, employees, successors and assigns, contractors and agents (collectively, the "Released Parties") from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, claims, demands and liabilities whatsoever of any type, both in LAW and in EQUITY, which the Occupant now has or ever has had to this date against the Released Parties, in connection with the premises located at 1317 GORDONVILLE ST, DILLON, SC 29536 (the "Property").

This Release includes, but is not limited to, all claims which the Occupant may have pursuant to state, local or federal law, claims against the Released Parties for irregularities in the foreclosure process, claims

REO #: A150JZM
Loan #: 1683933230

July 19th, 2015

RELEASE OF ALL CLAIMS

For and in consideration of the sum of 900.00 Dollars

paid to Shawn Bethea (the Occupant) by Fannie Mae (Owners) the receipt and sufficiency of which are hereby acknowledged, the Occupant, to the fullest extent allowed by applicable law, hereby releases and discharges OWNER, and its servicers, representatives, agents, attorneys, Officers, Directors, employees, successor and assigns, contractors and agents (collectively, the "Released Parties") from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, claims, demands and liabilities whatsoever of any type, both in LAW and in EQUITY, which the Occupant now has or ever has had to this date against the Released Parties, as a result of occupancy or residence by the Occupant of the premises located at

1317 GORDONVILLE ST, DILLON, SC 29536 (hereinafter the Property). This Release includes, but is not limited to, all claims which the Occupant may have pursuant to state or federal law, specifically including rent control statutes and any related disclosure provisions, any implied warranties of fitness for purpose and/or habitability, state or local board of health codes, lead paint regulations or statutes, security deposit or last month's rental payment violations, and any other applicable state or federal codes, regulations or statutes arising out of or in connection with the occupancy or residence by the Occupant. In addition, the Occupant hereby acknowledges that the Occupant has no lawful right or privilege to occupy the Property and has completely vacated the Property, and removed all of its personal property, from the Property effective as of the date hereof, and hereby agrees to indemnify the Released Parties from all claims of third parties arising out of the occupancy or residence of the Property.

IN WITNESS WHEREOF, the undersigned has executed this agreement on the day and year first above written.

By: _____
Occupant

By: _____
Occupant

Witness: _____

valid and enforceable, except by supplemental agreement in writing, signed by all parties to this Agreement.

By: Real Estate Agent on behalf of Owner

By: _____
Occupant

Witness: _____

By: _____
Occupant

Witness: _____

STATE OF SOUTH CAROLINA

COUNTY OF DILLON

Federal National Mortgage Association,
Movant,

In Re:

Bank of America, N.A. successor by merger to
BAC Home Loans Servicing, LP f/k/a Countrywide
Home Loans Servicing, LP,

Plaintiff,

v.

Shawn L. Bethea; South Carolina Department of
Motor Vehicles;

Defendant(s).

(714580-02270)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 12-CP-17-0060

WRIT OF ASSISTANCE

A CERTIFIED
TRUE COPY

CLERK OF COURT
DILLON COUNTY

CLERK OF COURT
DILLON COUNTY

2015 NOV 18 AM 10:30

FILED
GWENTHYATT

THIS WRIT OF ASSISTANCE APPLIES TO ALL OCCUPANTS AND OTHERS (including their possessions) WITH RESPECT TO THE PROPERTY DESCRIBED BELOW.

This matter came before me upon a Motion for Writ of Assistance by the Movant directing the Sheriff of Dillon County, South Carolina to remove, peaceably or forcibly, the said Occupants and all of their personal property located within or on the subject property described in the Motion of the Movant.

The undersigned has jurisdiction over this matter pursuant to that certain Judgment filed herein and more fully described in the Movant's Motion.

Upon examining the Motion of the above named Movant, it appears that the Movant was the grantee of the foreclosure deed pursuant to the public sale of the subject property on June 2, 2015 and is entitled to possession of the subject property.

Upon Motion of Attorney for the Movant,

IT IS ORDERED that the Movant is entitled to recover possession of the below described property:

All that certain piece, parcel or lot of land situate, lying and being in the County of Dillon, State of South Carolina, containing .46 acres and is shown and designated as Lot No. 4 on a map or plat of Gordonville Subdivision prepared by Pittman-Leeson Survey Company, dated November 1, 1997, and recorded April 12, 1999, in the Office of the Clerk of Court for Dillon County in Plat Book 28, at Page 180. Said plat is incorporated in and made a part of this description by reference. Said Lot No. 4 measures and is bounded as follows, to-wit: On the North measuring 108.50 feet, by Gordonville Court; On the West, measuring



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JUSTICE NEWS

Department of Justice

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FOR IMMEDIATE RELEASE

Wednesday, December 21, 2011

Justice Department Reaches \$335 Million Settlement to Resolve Allegations of Lending Discrimination by Countrywide Financial Corporation

More than 200,000 African-American and Hispanic Borrowers who Qualified for Loans were Charged Higher Fees or Placed into Subprime Loans

The Department of Justice today filed its largest residential fair lending settlement in history to resolve allegations that Countrywide Financial Corporation and its subsidiaries engaged in a widespread pattern or practice of discrimination against qualified African-American and Hispanic borrowers in their mortgage lending from 2004 through 2008.

The settlement provides \$335 million in compensation for victims of Countrywide's discrimination during a period when Countrywide originated millions of residential mortgage loans as one of the nation's largest single-family mortgage lenders.

The settlement, which is subject to court approval, was filed today in the U.S. District Court for the Central District of California in conjunction with the department's complaint which alleges that Countrywide discriminated by charging more than 200,000 African-American and Hispanic borrowers higher fees and interest rates than non-Hispanic white borrowers in both its retail and wholesale lending. The complaint alleges that these borrowers were charged higher fees and interest rates because of their race or national origin, and not because of the borrowers' creditworthiness or other objective criteria related to borrower risk.

The United States also alleges that Countrywide discriminated by steering thousands of African-American and Hispanic borrowers into subprime mortgages when non-Hispanic white borrowers with similar credit profiles received prime loans. All the borrowers who were discriminated against were qualified for Countrywide mortgage loans according to Countrywide's own underwriting criteria.

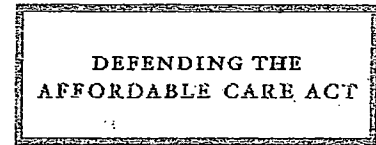
"The department's action against Countrywide makes clear that we will not hesitate to hold financial institutions accountable, including one of the nation's largest, for lending discrimination," said Attorney General Eric Holder. "These institutions should make judgments based on applicants' creditworthiness, not on the color of their skin. With today's settlement, the federal government will ensure that the more than 200,000 African-American and Hispanic borrowers who were discriminated against by Countrywide will be entitled to compensation."

The settlement resolves the United States' pricing and steering claims against Countrywide for its discrimination against African Americans and Hispanics.

The United States' complaint alleges that African-American and Hispanic borrowers paid more than non-Hispanic white borrowers, not based on borrower risk, but because of their race or national origin. Countrywide's business practice allowed its loan officers and mortgage brokers to vary a loan's interest rate and other fees from the price it set based on the borrower's objective credit-related factors. This subjective and unguided pricing discretion resulted in African American and Hispanic borrowers paying more. The complaint further alleges that Countrywide was aware the fees and interest rates it was charging discriminated against African-American and Hispanic borrowers, but failed to impose meaningful limits or guidelines to stop it.

"Countrywide's actions contributed to the housing crisis, hurt entire communities, and denied families access to the American dream," said Thomas E. Perez, Assistant Attorney General for the Civil Rights Division. "We are using every tool in our law enforcement arsenal, including some that were dormant for years, to go after institutions of all sizes that discriminated against families solely because of their race or national origin."

The United States' complaint also alleges that, as a result of Countrywide's policies and practices, qualified African-American and Hispanic borrowers were placed in subprime loans rather than prime



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- Identify Our Most Wanted Fugitives
- Find a Form
- Report and Identify Missing Persons
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Exhibit J

FROM:

Shawn Betha
1317 Gordonville Ct
Dillon S.C. 29536



U.S. POSTAGE
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