

21021

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

FEB 19 2015

SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Master in Equity

Mikel R. Scarborough, Master in Equity

Appellate Case No.: 2013-002807

Nationstar Mortgage, LLC, Respondent,

v.

Carmen D. Sheppard a/k/a Carmen Sheppard, Carmen Dillard Sheppard,
Alan J. Sheppard a/k/a Alan Sheppard, TD Bank, National Association,
LVNV Funding LLC, and Darrell Creek Plantation Homeowners'
Association, Inc., Defendants

Of whom Carmen D. Sheppard and Alan J. Sheppard are the Appellants.

RECORD ON APPEAL

Hayes, Dean Anthony
PO Box 11264
Columbia SC 29211
803.252.5817
Counsel for Respondents

John C. Johnston
361 N. Shelmore Blvd.
Mt. Pleasant, South Carolina 29464
843.306.4240
Counsel for Appellants

Robert A. Muckenfuss, Esquire
201 N. Tryon Street, Suite 3000
Charlotte, NC 28202

Scotty Sheriff, Esquire
215 East Bay Street, Suite 400A
Charleston SC 29401

INDEX

Order of November 7, 2012.....	3
Order of December 6, 2012.....	6
Order of November 25, 2013.....	10
Order of January 7, 2014.....	70
Order of April 22, 2014.....	71
Order of April 22, 2014.....	72
Notice of Foreclosure Intervention June 14, 2011	73
Lis Pendens of June 14, 2011.....	77
Summons and Complaint June 14, 2011.....	79
Motion of June 27, 2011	88
Answer July 13, 2011.....	93
Reply to Defendant Answer August 12, 2011.....	133
Motion of May 29, 2012.....	137
Motion of June 5, 2013.....	141
Motion of August 29, 2013.....	145
Motion of October 1, 2013.....	149
Notice of Appeal December 23, 2013.....	156
Transcript of September 6, 2013.....	165
Transcript of January 7, 2014.....	196
Affidavit of Default May 29, 2012	204
Certificate of Mortgagor Non-Compliance June 14, 2012.....	205
Affidavit of June 5, 2013.....	208

Affidavit of January 6, 2013	243
Certificate of Sales Decree Notice February 23, 2014	246
Court Roster	248
Nation Star E-mail.....	254
Clerk of Court List of Actions.....	256
Nations Star Mortgage Disclosures	258
Attorney Haller E-mail.....	264
Darrell Creek Home Owners Agreement	265
Certificate of Counsel.....	271

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Aurora Loan Services, LLC,

CASE NO 2011-CP-10-04201

[X] Plaintiff,

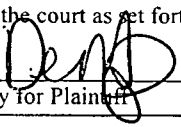
v

MOTION AND ORDER INFORMATION

Carmen D Sheppard, et al

FORM AND COVER SHEET

[] Defendants.

<u>name, SC Bar no. and address of plaintiff's attorney</u> Dean A Hayes, SC Bar No 66066 Korn Law Firm, P.A Post Office Box 12369, Columbia, SC 29211 telephone (803) 252-5817 fax (803) 231-2060 e-mail: dean hayes@kornlawfirm.com		<u>name, SC Bar no. and address of defendants' attorney</u> David K Haller Haller Law Firm P C 115 River Landing Drive, Suite 102 Charleston, SC 29492 ATTORNEY FOR DEFENDANTS CARMEN D SHEPPARD AND ALAN J SHEPPARD	
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information Nature of Motion Consent Order of Reference Estimated Time Needed not applicable Court Reporter Needed YES ☐ NO ☒			
SECTION II: Motion/Order Type ☐ Written motion attached ☒ Form Motion/Order: I hereby move for relief or action by the court as set forth in the attached proposed order.  _____ Signature of Attorney for Plaintiff October <u>22</u>, 2012 Date Submitted			
SECTION III: Motion Fee ☒ PAID - AMOUNT: <u>\$25.00</u> ☐ EXEMPT ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect (check reason) ☐ Indigent Status ☐ State Agency v Indigent Party ☐ Sexually Violent Predator Act ☐ Post Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter _____ ☐ Other.			
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:		JUDGE CODE _____ Date:	
CLERK'S VERIFICATION Collected by: _____ (print name) Date File ☐ MOTION FEE COLLECTED ☐ CONTESTED - AMOUNT DUE:			

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Aurora Loan Services, LLC,)
)
Plaintiff,)

vs.)

Carmen D. Sheppard a/k/a Carmen)
Sheppard a/k/a Carmen Dillard)
Sheppard, Alan J. Sheppard a/k/a)
Alan Sheppard, TD Bank, National)
Association, LVNV Funding, LLC)
and Darrell Creek Plantation)
Homeowners' Association, Inc.,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

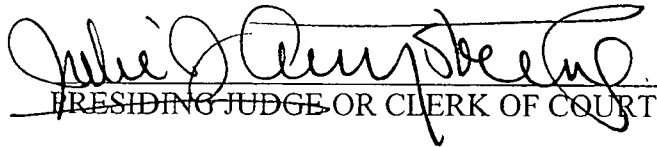
C/A NO: 2011-CP-10-04201

CONSENT ORDER OF REFERENCE

FILED
2012 NOV -7 AM 11:45
JULIE J. ARMSTRONG
CLERK OF COURT
BY

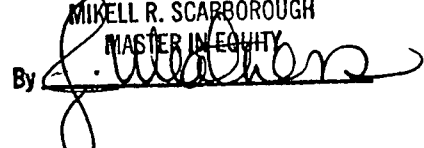
It appearing pursuant to Rule 53 – SCRCPP, that this action is one for the foreclosure of a mortgage and as such may be referred to the Honorable Mikell R. Scarborough, Master-In-Equity for Charleston County, and that the Master-In-Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules; now, on motion of the undersigned attorney for the Plaintiff,

IT IS ORDERED that this case be referred to Mikell R. Scarborough, Master-In-Equity to direct entry of final judgment in this action under Rule 53(b), SCRCPP. Any appeal from the final judgment entered by the Master-in-Equity shall be directly to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.


PRESIDING JUDGE OR CLERK OF COURT

Nov. 2, 2012
October 2, 2012
Charleston, South Carolina

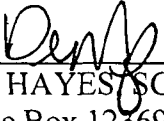
[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Date 10-29-2012
Amount \$125.00
PAID
MIKELL R. SCARBOROUGH
MASTER IN EQUITY
By 

Reference in 2012-CP-10-4201

WE SO MOVE:

KORN LAW FIRM, P.A.



DEAN A. HAYES SC Bar No: 66066
Post Office Box 12369
Columbia, SC 29211
Telephone: (803) 252-5817

ATTORNEY FOR PLAINTIFF

October 22, 2012

N:\PDF\11-03451\OOR

WE CONSENT:

HALLER LAW FIRM, P.C.



DAVID K. HALLER
115 River Landing Drive, Suite 102
Charleston, SC 29492
Telephone: (843) 849-1384

ATTORNEY FOR DEFENDANTS
SHEPPARD

October 19th, 2012

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

Aurora Loan Services, LLC,)

CASE NO. 2011-CP-10-4201

[X] Plaintiff,)

vs.)

Carmen D. Sheppard, et al.,)

**MOTION AND ORDER INFORMATION
FORM AND COVER SHEET**

[] Defendants.)

name, SC Bar no. and address of plaintiff's attorney

Dean A. Hayes, SC Bar No. 66066

Korn Law Firm, P.A.

Post Office Box 12369, Columbia, SC 29211

telephone: (803) 252-5817 fax: (803) 231-2060

e-mail: dean.hayes@kornlawfirm.com

name, SC Bar no. and address of defendant's attorney

David K. Haller, Esquire

Haller Law Firm, P.C.

115 River landing Drive, Suite 102

Charleston, SC 29492

[] **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)

[] **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)

[X] **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: Order Amending Caption

Estimated Time Needed: not applicable

Court Reporter Needed: YES [] NO []

SECTION II: Motion/Order Type

[] Written motion attached

[X] Form Motion/Order:

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff

October 24, 2012
Date Submitted

SECTION III: Motion Fee

[X] PAID – AMOUNT: \$25.00

[] EXEMPT: [] Rule to Show Cause in Child or Spousal Support

[] Domestic Abuse or Abuse and Neglect

(check reason) [] Indigent Status [] State Agency v. Indigent Party

[] Sexually Violent Predator Act [] Post Conviction Relief

[] Motion for Stay in Bankruptcy

[] Motion for Publication [] Motion for Execution (Rule 69, SCRPC)

[] Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

[] Other: _____

JUDGE'S SECTION

[] Motion Fee to be paid upon filing of the attached order.

[] Other:

JUDGE

CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by: _____
(print name)

Date File: _____

[] MOTION FEE COLLECTED:

[] CONTESTED – AMOUNT DUE:

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v.

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a
Carmen Dillard Sheppard, Alan J. Sheppard a/k/a
Alan Sheppard, TD Bank, National Association,
LVNV Funding, LLC, and Darrell Creek Plantation
Homeowners' Association, Inc.,

Defendants.

F11-03451

IN THE COURT OF COMMON PLEAS

C/A No: 2011-CP-10-4201

ORDER AMENDING CAPTION

FILED
2012 DEC -6 AM 9:46
JULIE J. ARMSTRONG
CLERK OF COURT

It appearing to the Court that this action was brought in the name of Aurora Loan Services, LLC, and it appearing that the Note and Mortgage in this case have been assigned to Nationstar Mortgage, LLC, therefore, and on motion of the Plaintiff's attorney that the caption be amended to show Nationstar Mortgage, LLC, as the proper Plaintiff and present lienholder.

IT IS HEREBY ORDERED that the caption be amended to show Nationstar Mortgage, LLC, as plaintiff.

Master-In-Equity for Charleston County

October 11, 2012

South Carolina

WE SO MOVE:

KORN LAW FIRM, P.A.

Dean A. Hayes

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v.

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a
Carmen Dillard Sheppard, Alan J. Sheppard a/k/a
Alan Sheppard, TD Bank, National Association,
LVNV Funding, LLC, and Darrell Creek Plantation
Homeowners' Association, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A No: 2011-CP-10-4201

CERTIFICATE OF SERVICE

2011 DEC -6 AM 9:46
JULIE J. ARMSTRONG
CLERK OF COURT

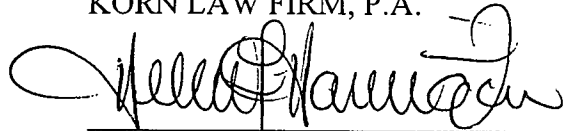
FILED

I, Helen F. Harrington, an employee of the Korn Law Firm, P.A., attorneys for Plaintiff in the above-captioned action, certify that **PLAINTIFF'S MOTION AND ORDER AMENDING CAPTION** was served on the Defendants by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

David K. Haller, Esquire
Haller Law Firm, P.C.
115 River Landing Drive, Suite 102
Charleston, SC 29492
ATTORNEY FOR DEFENDANTS
CARMEN SHEPPARD AND ALAN SHEPPARD

this 24th day of October, 2012.

KORN LAW FIRM, P.A.



Helen F. Harrington
Paralegal to Dean A. Hayes

Columbia, South Carolina
N:APDAF11-03451

KORN LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29201

MAILING ADDRESS
POST OFFICE BOX 12369
COLUMBIA, SOUTH CAROLINA 29211-2369
(803) 252-5817
FACSIMILE (803) 231-2060

October 18, 2012

Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

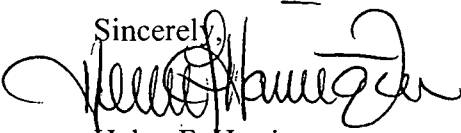
RE: Aurora Loan Services, LLC v. Carmen D. Sheppard, et al.
C/A No: 2011-CP-10-04201
Our File No: F11-03451

Dear Sir/Madam:

Enclosed in connection with the above-referenced foreclosure action is an original and one copy each of a motion slip and proposed Order Amending Caption, along with our firm's check in the amount of \$25.00. We would appreciate your forwarding the proposed order to the presiding judge and, if it meets his approval, mark your record to reflect the new plaintiff and return a clocked-in copy to us in the enclosed envelope.

By copy of this letter, we are notifying counsel of record of our communication with the Court.

Thank you for your assistance in this matter.

Sincerely,

Helen F. Harrington
Paralegal for Dean A. Hayes

Enclosures
cc (w/encl.): David K. Haller, Esquire

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2011-CP-10-4201

Nationstar Mortgage LLC

PLAINTIFF(S),

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard, Alan J.
Sheppard a/k/a Alan Sheppard, TD Bank,
National Association, LVNV Funding LLC, and
Darrell Creek Plantation Homeowners
Association, Inc.,

DEFENDANT(S).

F11-03451

Submitted by: Korn Law Firm, P.A.	Attorney for : ☒ Plaintiff	☐ Defendant
	or ☐ Self-Represented Litigant	

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : Foreclosure Action

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$N/A
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

Property Address: 462 Commonwealth Road, Mt. Pleasant, SC 29466 TMS #: 596-08-00-006

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Master in Equity

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 20__ and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, 20__ to attorneys of record or to parties (when appearing pro se) as follows:

Korn Law Firm, PA
PO Box 11264
Columbia, SC 29211-1264
ATTORNEY FOR THE PLAINTIFF

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: _____

Form 4 Attachment

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a Carmen Dillard Sheppard
462 Commonwealth Road
Mt Pleasant, SC 29466

Alan J. Sheppard a/k/a Alan Sheppard
462 Commonwealth Road
Mt Pleasant, SC 29466

TD Bank, National Association
2035 Limeston Rd.
Wilmington, DE 19808

LVNV Funding LLC
c/o C.T. Corporation System
2 Office Park Court,
Suite 103
Columbia, SC 29223

Darrell Creek Plantation Homeowners Association, Inc.
c/o Property Management Services, LLC
1340-G Ben Sawyer Blvd
Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage LLC,

PLAINTIFF,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a
Carmen Dillard Sheppard, Alan J. Sheppard a/k/a Alan
Sheppard, TD Bank, National Association, LVNV
Funding LLC, and Darrell Creek Plantation
Homeowners Association, Inc.,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2011-CP-10-4201

DEFICIENCY WAIVED

FILED
2013 NOV 25 PM 3:11
JULIE J. ARMSTRONG
CLERK OF COURT

F11-03451

TO:

Korn Law Firm, P.A.
Attorney for Plaintiff

The loan is no longer subject to the Supreme Court of South Carolina's Administrative Order 2011-05-02-01 because the mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the mortgagor(s), and, the mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said order of reference, a hearing was held on September 6, 2013, on plaintiff's motion for summary judgment, attended by the attorneys of record, Dean A. Hayes of the Korn Law Firm, P.A. for the plaintiff, and David K. Haller, attorney for the defendants, Carmen D. Sheppard and Alan J. Sheppard. Also present at the September 6, 2013, hearing was the defendant, Alan J. Sheppard. Plaintiff's motion for summary judgment was orally granted at the hearing on September 6, 2013, and, at this hearing, the Court also granted David K. Haller's motion to be relieved as counsel.

A subsequent hearing was held on October 2, 2013, in order to allow plaintiff to update its judgment figures. Present at this hearing was Dean A. Hayes, attorney for the plaintiff. Despite being provided with notice of the hearing, no defendant appeared at the hearing.

From the evidence presented at the September 6, 2013, hearing and at the October 2, 2013, hearing, I find, conclude, and order as follows:

FINDINGS OF FACT:

1. The lis pendens was filed on June 14, 2011.
2. The summons and complaint were filed on June 14, 2011.
3. Service was made upon the defendant(s) named in this order as is shown by the proof(s) of service filed herein.
4. That the defendants, TD Bank, National Association , LVNV Funding LLC , and Darrell Creek Plantation Homeowners Association, Inc. are in default as shown by affidavit on file herein.
5. The defendants and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.
6. According to the affidavit filed herein, no defendant in default is in the Military Service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
7. For value received, Carmen D. Sheppard made, executed and delivered a note dated November 17, 2006, promising thereby to pay to the order of American Brokers Conduit, its successors and assigns the sum of eight hundred eighty thousand and 00/100 dollars (\$880,000.00), with interest at an adjustable rate per annum. Other terms and conditions are stated in the note, which is of record herein.
8. To better secure the payment of the note described above, Carmen D. Sheppard made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, its successors and assigns a mortgage in writing, dated November 17, 2006, covering real property in Charleston County, which is the same as that described in the complaint. The mortgage was filed on December 7, 2006, and is of record in the Office of the Register of Deeds for Charleston County in mortgage book A 608 at page 399.
9. By virtue of an assignment dated November 5, 2009, recorded November 17, 2009, in mortgage book 0092 at page 068, Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, its successors and assigns, assigned the mortgage to Aurora Loan Services, LLC.
10. By virtue of an assignment dated October 11, 2012, recorded November 15, 2012, in mortgage book 0291 at page 325, Aurora Loan Services, LLC assigned the mortgage to Nationstar Mortgage LLC.
11. The above referenced mortgage constitutes a first lien priority mortgage.
12. Payment due on the note has not been made as provided for therein, and the plaintiff, as the holder of the note, has elected to require immediate payment of the entire amount due thereon and has placed the note and mortgage in the hands of the attorney herein for collection.
13. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the lis pendens. Plaintiff's attorney has been responsible for preparation of the following pleadings:

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale
8. Transcript of Testimony
9. Other documents as applicable pertaining to service and finalization of this action.

Additionally, plaintiff's attorney has arranged for service of process on the defendant(s), has scheduled and attended the hearing in this matter, has provided reinstatement figures to the primary defendant, if requested, and has had telephone conversations with the defendant(s), if requested. Future duties include forwarding copies of the master's order and judgment of foreclosure and sale to the defendant(s), advising the defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by plaintiff, representation of plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a property matter, the attendant responsibilities and the size of the mortgage debt, I find that attorney fees in the amount of three thousand six hundred eighty-five and 50/100 dollars (\$ 3,685.50) are reasonable.

14. The amount due and owing on the note, with interest at the rate provided in the note, and other costs and expenses of collection, including an attorney's fee, secured by the note and mortgage, is as follows:

(a)	Principal due as of 11/1/2009	\$ 879,790.27
(b)	Interest from 10/1/2009 through 10/2/2013 at 5.375%	\$ 247,387.34
(c)	Escrow adjustments (debits or credits)	\$ 34,511.23
(d)	Late charges	\$ 2,964.71
(e)	Appraisal fee	\$ 190.00
(f)	Property Inspections	\$ 366.00
(g)	Corporate Advance	\$ 4,665.87
(h)	Costs of Collections Prior to Hearing	\$ 1,136.00
(i)	Title Search Fee	\$ 500.00
(j)	Attorney Fees	\$ 3,685.50
	TOTAL DEBT secured by note and mortgage, including interest to date shown	\$1,175,196.92

Interest for the period from the date shown in (b) above, through the date of this judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 5.375 percent per annum (pursuant to the terms of the note and mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of plaintiff's debt secured by the mortgage through the date to which such interest is computed.

15. That the defendant, TD Bank, National Association s/b/m to Carolina First Bank, is made a party by virtue of the following:

(a). mortgage given by Alan Sheppard a/k/a Alan J. Sheppard and Carmen Sheppard, a/k/a Carmen D. Sheppard to Carolina First Bank, dated July 20, 2007 and recorded July 31, 2007, in book D 634 at Page 226, in the amount of \$100,000.00.

(b). default judgment obtained by Carolina First Bank against Alan Sheppard and Carmen Dillard Sheppard, dated January 12, 2010 and recorded January 14, 2010, in the amount of \$105,310.52 and identified as judgment roll/case # 09-CP-10-6666.

16. That the defendant, LVNV Funding LLC, is made a party by virtue of a default judgment obtained against Carmen D. Sheppard and Alan J. Sheppard, dated September 20, 2010 and recorded September 21, 2010, in the amount of \$13,201.09 and identified as judgment roll/case # 10-CP-10-4988.

17. That the defendant, Darrell Creek Plantation Homeowners Association, Inc., is made a party to this action by virtue of any homeowners liens or assessments recorded or unrecorded that are due or that may become due in the future.

AS TO THE SECOND CAUSE OF ACTION
(EQUITABLE LIEN)

18. That defendants, Carmen D. Sheppard and Alan J. Sheppard, used the proceeds of plaintiff's loan described herein to pay off prior liens on the subject property.

19. That the defendant, Alan J. Sheppard, did not execute the mortgage described herein.

20. That the parties intended, expressly or impliedly, that the above described real property serve as security for the payment of obligation.

21. That the aforesaid loan created a debt, duty or obligation owing from the defendant, Alan J. Sheppard, to plaintiff, and the obligation of the defendant, Alan J. Sheppard, attaches to the above real property.

22. That the aforesaid establishes an equitable lien upon the defendant, Alan J. Sheppard's, interest in the above described real property.

23. Plaintiff is entitled to an order of the court establishing its equitable lien upon the defendant, Alan J. Sheppard's, interest in the subject property and foreclosing Plaintiff's equitable lien.

FOR A THIRD CAUSE OF ACTION
(UNJUST ENRICHMENT/RESTITUTION)

24. Plaintiff conferred a nongratuious benefit upon the defendant, Alan J. Sheppard, who realized some value from the benefit.

25. It would be inequitable for the defendant, Alan J. Sheppard, to retain this benefit without paying the plaintiff its value, and plaintiff is entitled to judgment against the defendant, Alan J. Sheppard, for the benefit of the value so conferred.

26. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the plaintiff as a result of this delinquency, and plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

27. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

28. That the plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the plaintiff, including costs and attorney fees.

29. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

30. That the servicer is participating in the Home Affordable Modification Program (HMP). The loan is not subject to modification under the HMP because the principal balance exceeds \$729,750.00.

MOTION FOR NEW TRIAL FILED BY ALAN J. SHEPPARD

31. On October 1, 2013, the court and plaintiff's attorney received, via facsimile, a document entitled "motion for new trial" that purports to be from the defendant, Alan J. Sheppard, and the court is treating this motion as a Rule 59, SCRPC, motion for reconsideration of the court's oral order granting plaintiff's motion for summary judgment. After reviewing the motion, I find that the motion does not state grounds that would justify the relief requested in the motion.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. There is no genuine issue as to any material fact, and plaintiff is entitled to judgment as a matter of law. Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

2. That plaintiff is entitled to the relief sought in its second and third causes of action.

3. The motion for new trial filed by the defendant, Alan J. Sheppard, should be denied.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff's motion for summary judgment be and hereby is granted.

2. The motion for new trial filed by Alan J. Sheppard be and hereby is denied.

3. There is due to the plaintiff on the obligation and mortgage set forth in the complaint the sum of one million one hundred seventy-five thousand one hundred ninety-six and 92/100 dollars

(\$1,175,196.92) representing the "total debt" due plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraph (the "total debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the plaintiff and shall bear interest hereafter at the rate of 5.375% percent per annum.

5. That the defendant liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the plaintiff, or plaintiff's attorney the amount of plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

6. That on default of payment at or before the time herein indicated, the mortgaged premises described in the complaint, as hereinafter set forth, be sold by the master in equity at public auction at the Charleston County Courthouse in Charleston, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in the such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

A. FOR CASH: The master in equity will require a deposit of five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days same to be forfeited and applied to the costs and plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 5.375 percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. The above-referenced instrument constitutes a first lien priority mortgage.

E. The purchaser is to pay for the deed preparation, for deed stamps and costs of recording the deed.

7. If plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the plaintiff in full, plaintiff may pay to the undersigned master in equity only the amount of the costs and expenses crediting the balance of the bid on plaintiff's indebtedness.

8. Personal nor deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

9. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

10. That the master in equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the purchaser, or purchasers, a deed to the

premises sold. The plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within thirty (30) days after date of sale, then the master in equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

11. The master in equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under order of court.

NEXT: To the payment to the plaintiff or plaintiff's attorney, of the amount of plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

12. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the defendants in possession herein, the sheriff of Charleston County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected.

13. And it is further ORDERED, ADJUDGED AND DECREED that each defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

14. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and cancelled of record.

15. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first named plaintiff and the first named defendant and the defendant who was the titleholder of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the register of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

16. The master in equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a writ of assistance.

17. Upon issuance of a master in equity report on sale and disbursements, the register of deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows: mortgage originally given to Mortgage Electronic Registration Systems, Inc., as nominee for

American Brokers Conduit, its successors and assigns by Carmen D. Sheppard, dated 11/17/2006 and recorded 12/7/2006, in mortgage book A 608 at page 399.

18. The following is a description of the premises herein ordered to be sold:

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

ALL THAT CERTAIN piece, parcel or lot of land, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, and shown and designated as Lot 6 on a plat by E.M. Seabrook, Jr., Inc., dated October 22, 1988, and entitled, Darrell Creek Plantation, Christ Church Parish, Charleston County, Plat of Lots 1-18 and a 28.40 Acre Residual Tract, and recorded in Plat Book BT at page 162, in the RMC Office of Charleston County, South Carolina, said property having such location, butts, bounds, metes, courses and distances as will by reference to said plat appear. Said property also being described as Lot 6, River Station as shown on a plat made by E. M. Seabrook, Jr., Inc., dated May 17, 1994, and entitled, Final Plat of River Station, Christ Church Parish, Charleston County, S.C., Final Plat of Lots 1-44, Block A, Lots 1-12, Block B, Lots 1 & 2, Block C, Containing 41.84 AC. And a Pump Station Lot, as recorded in Plat Book EA at Page 86, in the RMC Office of Charleston County.

TOGETHER with a Non-Exclusive Commercial Easement appurtenant to the above described property for pedestrian and vehicular access and for the construction and maintenance for all utilities over the road shown on the aforesaid plat designated "Commonwealth Road 60' R/W" which said access Easement shall terminate upon the dedication and acceptance of said road for continued maintenance by Charleston County, S.C., and which said utility easement shall expire at such time that utilities are available to the aforesaid lot over, in, upon and across the said sixty (60') foot right-of-way.

The real property ("Property") herein conveyed is hereby made SUBJECT to the following Covenants and Restrictions:

- 1.) The Property may not be subdivided.
- 2.) No livestock of any nature may be kept or raised on the property.
- 3.) No mobile home or trailer may be located on the property.
- 4.) The property may be used only for single-family residential purpose.
- 5.) The architectural plans for any residence must receive the prior written approval of the Darrell Creek Plantation Property Owners Association and must contain a minimum of 1,800 square feet of living area.
- 6.) The property shall be SUBJECT to such side lot line, front lot line, and rear lot line setbacks as the Darrell Creek Plantation Property Owners Association may reasonable require.
- 7.) These restrictions shall run with and bind the above described property for a period of twenty (20) years and shall be automatically renewed and extended for successive ten (10) year period unless terminated or modified by the vote of two-thirds (2/3) of the owners of the lots in Darrell Creek Plantation; all owners of any one lot collectively having one vote.
- 8.) Such property shall be made SUBJECT to such additional Restrictive Covenants as Darrell Creek Associates LP, a South Carolina Limited Partnership, as developer, may adopt as the development-wide restrictions for all lots in Darrell Creek Plantation Development, provided such covenants do not conflict with the covenants stated herein.

SUBJECT to any and all Easements, Restrictions and Right of Ways of public record.

THIS BEING the subject property (Lot 6) conveyed unto Carmen D. Sheppard by virtue of a Deed from Marion L. Welch and Julia L. Welch, dated March 3, 1995 and recorded March 8, 1995, in Deed Book F253 at Page 29, in the Office of the Register of Deeds for Charleston County, South Carolina.

THEREAFTER, said Carmen D. Sheppard conveyed an undivided one-half (2) interest in subject property (Lot 6) unto Alan J. Sheppard by virtue of a Deed dated March 10, 1997 and recorded March

18, 1997, in Deed Book J281 at Page 877, in the Office of the Register of Deeds for Charleston County, South Carolina.

ALSO:

ALL THAT marshland and highland situated in River Station Subdivision, Christ Church Parish, Charleston County, South Carolina, and being more specifically shown as a parcel of marshland within the extended boundary lines of LOT 6, BLOCK "A", and running from the rear property line of Lot 6, Block "A" to Alston Creek and the island of highland all as shown on a plat by Andrew Wadsworth, R.L.S., dated June 4, 1997, entitled "MAP OF AN ISLAND ADJACENT TO LOT 6 BLOCK "A" RIVER STATION SUBDIVISION SITUATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA". The said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

THIS BEING the same subject property (parcel of marshland and a small island of highland) was conveyed unto Carmen D. Sheppard and Alan J. Sheppard by virtue of a Quit Claim Deed from Darrell Creek Plantation, LLC, dated June 17, 1997 and recorded July 21, 1997, in Deed Book G287 at Page 578, in the Office of the Register of Deeds for Charleston County, South Carolina.

THEREAFTER, the same subject property (parcel of marshland and a small island of highland) was conveyed unto Carmen D. Sheppard and Alan J. Sheppard by virtue of a Quit Claim Deed from David L. Sullivan and Angela K. Sullivan, dated August 12, 1999 and recorded September 18, 2000, in Deed Book A355 at Page 199, in the Office of the Register of Deeds for Charleston County, South Carolina.

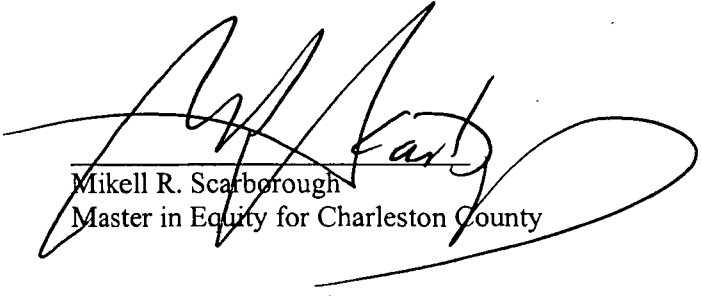
462 Commonwealth Road, Mt. Pleasant, SC 29466

TMS 596-08-00-006

19. IT IS FURTHER ORDERED that if the plaintiff or the plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

20. IT IS FURTHER ORDERED that the servicer is participating in the Home Affordable Modification Program (HMP), but the loan is not subject to modification under the HMP because the principal balance exceeds \$729,750.00.

Charleston, South Carolina
11/19, 2013.


Mikell R. Scarborough
Master in Equity for Charleston County

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage LLC

PLAINTIFF,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard, Alan J.
Sheppard a/k/a Alan Sheppard, TD Bank,
National Association, LVNV Funding LLC,
and Darrell Creek Plantation Homeowners
Association, Inc.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

RECORD OF HEARING

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-10-4201

DEFICIENCY WAIVED

FILED
2013 NOV 25 PM 3:11
JULIE J. ARISTOTLE
CLERK OF COURT

F11-03451

Pursuant to the Order of Reference granted in the above cause of action, a hearing was held before Mikell R. Scarborough, as Master in Equity for Charleston County, attended by counsel as follows:

APPEARANCES: PETER D. KORN / JOHN S. KAY / DEAN HAYES
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / SUZANNAH HAYES
ASHLEY ZARRETT / KEVIN T. HARDY
CHRIS S. TRULUCK / MICHAL KALWAJTYS

KORN LAW FIRM, P.A.
Attorneys for Plaintiff

REPORTED BY: Court Reporter

BY THE MASTER: Attorney for the Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Charleston County on June 14, 2011.

Attorney for the Plaintiff also calls attention to the filing of the Summons and Complaint in said Office of the Clerk of Court on June 14, 2011, and to the designation of same as Civil Action Number 2011-CP-10-4201 in the Court of Common Pleas.

Attorney for the Plaintiff also calls attention to the Proof(s) of Service as to the Defendants Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a Carmen Dillard Sheppard, Alan J. Sheppard a/k/a Alan Sheppard, TD Bank, National Association, LVNV Funding LLC, and Darrell Creek Plantation Homeowners Association, Inc., showing that service of the Summons and Complaint was effected upon said defendants. Attorney for the Plaintiff also calls attention to the Affidavit of Default and Non-Military status showing that the Defendants TD Bank, National Association, LVNV Funding LLC, and Darrell Creek Plantation Homeowners Association, Inc., are in default and to the effect that the Defendants Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a

Carmen Dillard Sheppard and Alan J. Sheppard a/k/a Alan Sheppard are not in the Military Service of the United States of America.

Attorney for the Plaintiff also calls attention to the Order of Reference dated November 7, 2012, wherein the above matter was referred to Mikell R. Scarborough, as Master in Equity, with authority to enter final Judgment in the cause.

It is stipulated that the signing of the Testimony by the witnesses, as required under Section 15-31-80, Code of Laws of South Carolina, 1976, is hereby waived.

WHEREUPON, ATTORNEY FOR THE PLAINTIFF STATED AS FOLLOWS:

BY ATTORNEY FOR THE PLAINTIFF: If it pleases the Court, I represent the Plaintiff in this action.

From the original records in my possession, and from the Complaint herein, and from examination of the records of the Office of the Register of Deeds for Charleston County, I find that on November 17, 2006, Carmen D. Sheppard gave a Mortgage Note unto American Brokers Conduit, its successors and assigns in the principal amount of Eight Hundred Eighty Thousand And 00/100 (\$880,000.00) Dollars. This Note calls for repayment of the principal together with accrued interest at an adjustable rate per annum, in monthly installments of Six Thousand Fifty And 00/100 (\$6,050.00), commencing on January 1, 2007, until paid in full. The Note also contains provisions calling for the assessment of Attorney's Fees and Costs in the event of default and placement in the hands of an Attorney for collection.

The reverse side of the Note contains an Endorsement without recourse in favor of Nationstar Mortgage LLC.

I offer a copy of the original Mortgage Note into evidence as Plaintiff's Exhibit One.

MORTGAGE NOTE identified, offered and
received in evidence as Plaintiff's Exhibit One.

I have next in my possession, the original Mortgage given to secure that Mortgage Note just offered into evidence and containing terms identical thereto. This instrument was given by Carmen D. Sheppard, unto Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, its successors and assigns on November 17, 2006, and was recorded in the Office of the Register of Deeds for Charleston County on December 7, 2006, in Mortgage Book A 608 at Page 399. This instrument conveys the property more fully described in the Complaint.

The above referenced instrument constitutes a first lien priority mortgage.

I offer a copy of the original Mortgage into evidence as Plaintiff's Exhibit Two.

ORIGINAL MORTGAGE identified, offered and
received in evidence as Plaintiff's Exhibit Two.

Thereafter, by virtue of an assignment dated November 5, 2009, recorded November 17, 2009, in Mortgage Book 0092 at page 068, Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, its successors and assigns assigned said mortgage unto Aurora Loan Services, LLC.

Thereafter, by virtue of an assignment dated October 11, 2012, recorded November 15, 2012, in Mortgage Book 0291 at page 325, Aurora Loan Services, LLC assigned said mortgage unto Nationstar Mortgage LLC. Nationstar Mortgage LLC is present lien holder and Plaintiff herein

That the Defendant, TD Bank, National Association, s/b/m to Carolina First Bank, is made a party by virtue of the following:

- (a). Mortgage given by Alan Sheppard a/k/a Alan J. Sheppard and Carmen Sheppard, a/k/a Carmen D. Sheppard to Carolina First Bank, dated July 20, 2007 and recorded July 31, 2007, in Book D 634 at Page 226, in the amount of \$100,000.00.
- (b). Default Judgment obtained by Carolina First Bank against Alan Sheppard and Carmen Dillard Sheppard, dated January 12, 2010 and recorded January 14, 2010, in the amount of \$105,310.52 and identified as Judgment Roll/Case # 09-CP-10-6666.

That the Defendant, LVNV Funding LLC, is made a party by virtue of a Default Judgment obtained against Carmen D. Sheppard and Alan J. Sheppard, dated September 20, 2010 and recorded September 21, 2010, in the amount of \$13,201.09 and identified as Judgment Roll/Case # 10-CP-10-4988.

That the Defendant, Darrell Creek Plantation Homeowners Association, Inc., is made a party to this action by virtue of any homeowners liens or assessments recorded or unrecorded that are due or that may become due in the future.

The Defendant Carmen D. Sheppard, who is the record titleholder(s) of the property sought to be foreclosed, failed and refused to make the monthly payments which became due on November 1, 2009. All subsequent payments are likewise in default. Demand has been made upon the Defendant(s) for payment of same and after demand, the payments remain in default. Upon default, the Plaintiff elected to exercise its option clearly contained in the Mortgage instruments to declare the entire remaining principal and interest due and payable. The principal balance due on the Note and Mortgage at the present time is Eight Hundred Seventy-Nine Thousand Seven Hundred Ninety And 27/100 (\$879,790.27) Dollars. The Plaintiff has computed interest at the Contract rate of 5.375 percent per annum from October 1, 2009, which was the date of the last paid installment through October 2, 2013, and has determined this amount to be Two Hundred Forty-Seven Thousand Three Hundred Eighty-Seven And 34/100 (\$247,387.34) Dollars. In addition to principal and interest as aforementioned, the Defendant(s) were required to pay certain funds monthly into an escrow account to defray the costs of taxes and insurance. This amount is likewise in default. There exists a deficit in this account at the present time of Thirty-Four Thousand Five Hundred Eleven And 23/100 (\$34,511.23) Dollars. The following is also due and owing on their account: One Hundred Ninety And 00/100 (\$190.00) Dollars for BPO / Appraisal charges. The following is also due and owing on their account: Four Thousand Six Hundred Sixty-Five And 87/100 (\$4,665.87) Dollars for Corporate Advances. The following is also due and owing on their account: Three Hundred Sixty-Six And 00/100 (\$366.00) Dollars for Property Inspection costs. The following is also due and owing on their account: Five Hundred And 00/100 (\$500.00) Dollars for Title Search Fees. The Plaintiff has computed the total late charges from the date of default through October 2,

2013, and has determined this amount to be Two Thousand Nine Hundred Sixty-Four And 71/100 (\$2,964.71). At this time the Plaintiff would direct the Court's Attention to the provisions of the Mortgage Note and Mortgage regarding the assessment of attorney's fees and costs and would show that it has expended the sum of One Thousand One Hundred Thirty-Six And 00/100 (\$1,136.00) by way of filing fees and service costs prior to the hearing. In addition, in view of the size of the mortgage debt and the complexity of the foreclosure action, the Plaintiff would request for its attorney the sum of Three Thousand Six Hundred Eighty-Five And 50/100 (\$3,685.50), as a reasonable attorney's fee pending final accounting of this case.

FOR A SECOND CAUSE OF ACTION
(EQUITABLE LIEN)

Plaintiff realleges and incorporates the allegations of the preceding paragraphs as if fully contained herein.

That Defendants Carmen D. Sheppard and Alan J. Sheppard used the proceeds of Plaintiff's loan described herein to pay off prior liens on the subject property.

That Defendant Alan J. Sheppard did not execute the mortgage described herein.

That the parties intended, expressly or impliedly, that the above described real property serve as security for the payment of obligation.

That the aforesaid loan created a debt, duty or obligation owing from Defendant Alan J. Sheppard to Plaintiff. That the obligation of Defendant Alan J. Sheppard attaches to the above real property.

That the aforesaid establishes an equitable lien upon Defendant Alan J. Sheppard's interest in the above described real property.

Plaintiff is entitled to an Order of the Court establishing its equitable lien upon Defendant Alan J. Sheppard's interest in the subject property and foreclosing Plaintiff's equitable lien.

FOR A THIRD CAUSE OF ACTION
(UNJUST ENRICHMENT/RESTITUTION)

Plaintiff realleges and incorporates the allegations of the preceding paragraphs as of fully contained herein.

Plaintiff conferred a nongratuious benefit upon Defendant Alan J. Sheppard and this Defendant realized some value from said benefit.

It would be inequitable for Defendant to retain this benefit without paying the Plaintiff it's value, and Plaintiff is entitled to judgment against Defendant Alan J. Sheppard, for the benefit of the value so conferred.

That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

Examination of the Public records of Charleston County, contained in the Office of the Clerk of Court and Register of Deeds forward from the date of recording of that Mortgage sought to be foreclosed, up to and including the date and time of the filing of the Lis Pendens in this action reveals that no persons, firms or municipalities other than the parties to this action have any interest in, lien on or claim to this subject property by way of mortgage, judgment, assessment or otherwise.

The Plaintiff moves for foreclosure of its mortgage with equity of redemption barred, requesting that the proceeds of any public sale be disbursed in accordance with the prayer of the Plaintiff's Complaint and further in accordance with the law and the custom of this Court applicable thereto.

All taxes have been paid through the year 2011

I have nothing further at this time, Your Honor.

REFERENCE ADJOURNED.

Korn Law Firm, P.A.

BY: P. Korn

Date: 10/2, 2013

PETER D. KORN / JOHN S. KAY / DEAN HAYES

ALAN M. STEWART / JOHN B. KELCHNER

H. GUYTON MURRELL / SUZANNAH HAYES

ASHLEY ZARRETT / KEVIN T. HARDY

CHRIS S. TRULUCK / MICHAL KALWAJTYS

Attorneys for Plaintiff

Columbia, South Carolina
October 2, 2013

F29-05551
NOTE

ADJUSTABLE RATE NOTE

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

November 17, 2006
[Date]

Mt. Pleasant
[City]

South Carolina
[State]

462 COMMONWEALTH RD, MT PLEASANT, SC 29466
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 880,000.00 (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 8.250 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on January 1, 2007

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 will be applied to interest before Principal. If, on December 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 My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 6,050.00

This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

Redacted
MULTISTATE ADJUSTABLE RATE NOTE - 6-Month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT

VMP-815N (0404) UM51 0404 Form 5520 3/04

VMP Mortgage Solutions (800)321-7291

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December, 2011, and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five percentage point(s) (5.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.250 % or less than 5.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. 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 dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. 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.

Redacted

Redacted

VMP-815N (0404)

Page 2 of 4

Form 5520-3/04
Initials: CS

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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 5.000 % of my overdue payment of 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.

8. 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.

9. 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.

10. 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.

11. 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:

Redacted

VMP-815N (0404)

Redacted

Page 3 of 4

Form 5520 3/04

Initials: CH

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Carmen D. Sheppard (Seal) _____ (Seal)
CARMEN D SHEPPARD -Borrower -Borrower

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

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

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

PAID TO THE ORDER OF

WITHOUT RECOURSE
BY AMERICAN BROKERS CONDUIT

RENEE BURY
ASST. SECRETARY

[Sign Original Only]

Redacted
VMP-815N (0404)

Redacted
Page 4 of 4

Form 5520 3/04

ADDENDUM TO NOTE

This addendum is made November 17th, 2006 and is incorporated into and deemed to amend and supplement the Adjustable Rate Note of the same date.

The property covered by this addendum is described in the Security Instrument and located at:

462 COMMONWEALTH RD MT PLEASANT, SC 29466

AMENDED PROVISIONS

In addition to the provisions and agreements made in the Note, I/we further covenant and agree as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.250% or less than 5.000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 1.000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six (6) months. My interest rate will never be greater than 13.250%. My interest rate will never be less than 5.000 %.

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 that might result if I do not keep the promises that 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 read as follows:

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. This loan is not assumable. 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.

To the extent the provisions of this addendum conflict with the provisions of the Note, Security Instrument or Adjustable Rate Rider, this Addendum shall control.

In Witness Whereof, Trustor has executed this addendum.

Witness

November 17, 2006

Date

Carmen D. Sheppard
Borrower Signature CARMEN D SHEPPARD

1201 LIBOR Addendum to Note.

Redacted

AHM-2010R(MULT) (10/05)

33

INTEREST-ONLY ADDENDUM
ADJUSTABLE RATE NOTE

THIS INTEREST-ONLY ADDENDUM is made this 17th day of November 2006, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Note (the "Note") and the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to American Brokers Conduit ("Lender") of the same date and covering the property described in the Security Instrument and located at: 462 COMMONWEALTH RD, MT PLEASANT, SC 29466
[Property Address]

THIS ADDENDUM SUPERSEDES Section 3(A) and (B), and adds Section 4(G) of the Note. Section 4C of the Note is subject to the new section 4(G) below. None of the other provisions of the Note are changed by this addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the first day of every month beginning January 1, 2007. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. 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 December 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 My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$ 6,050.00 before the First Principal and Interest Payment Due Date, and thereafter will be in amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be January 1, 2017.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Interest-Only Addendum.

Carmen D. Sheppard (Seal)
CARMEN D SHEPPARD -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

Redacted

Redacted

**INTEREST-ONLY ADDENDUM
ADJUSTABLE RATE RIDER**

THIS INTEREST-ONLY ADDENDUM is made this 17th day of November 2006, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Note (the "Note") and the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to American Brokers Conduit ("Lender") of the same date and covering the property described in the Security Instrument and located at: 462 COMMONWEALTH RD, MT PLEASANT, SC 29466
[Property Address]

THIS ADDENDUM SUPERSEDES Section 3(A) and (B), and adds Section 4(G) of the Note. Section 4C of the Note is subject to the new section 4(G) below. None of the other provisions of the Note are changed by this addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the first day of every month beginning January 1, 2007. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as describe in Section 4 of this Note. 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 December 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 My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$ 6,050.00 before the First Principal and Interest Payment Due Date, and thereafter will be in amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be January 1, 2017.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Interest-Only Addendum.

Carmen D. Sheppard (Seal)
CARMEN D SHEPPARD -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

Redacted

Redacted

F271-05551
MORTGAGE

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

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

CERTIFIED TRUE COPY
[Signature]

[Space Above This Line For Recording Data]

MORTGAGE

Redacted

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 November 17, 2006 together with all Riders to this document.

(B) "Borrower" is CARMEN D SHEPPARD

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.

Redacted

Redacted

SOUTH CAROLINA - Single Family - Female Mac/Fredde Mac UNIFORM INSTRUMENT WITH MERS

VMP -6A(SC) (0005).01 Form 3041 1/01
Page 1 of 15 UN31 9905.01 Initials: *[Signature]*

VMP MORTGAGE FORMS - (800)521-7291

Redacted

(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 November 17, 2006
The Note states that Borrower owes Lender Eight Hundred Eighty Thousand and No/100

(U.S. \$ 880,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than December 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] |
- Interest-Only Addendum to Adjustable Rate Rider

(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

Redacted

Redacted

6A(SC) (0003),01

Page 2 of 15

Initials: *COE*

Form 3041 1/01

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 Charleston

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Parcel ID Number: 596-08-00-006

462 COMMONWEALTH RD

MT PLEASANT

("Property Address"):

which currently has the address of

[City] , South Carolina 29466

[Street]

[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 seized 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.

Redacted

UHP-6A(SC) (0005).01

Redacted

Page 3 of 15

Initials: COE

Form 3041 1/01

EXHIBIT B PAGE 3 OF 22

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

Redacted

Redacted

© 2000 • 6A(SC) (0005).01

Page 4 of 15

Initials: COZ

Form 3041 1/01

EXHIBIT B PAGE 4 OF 22

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.

Redacted

Redacted

6A(SC) (0005).01

Page 5 of 15

Initials: ROS

Form 3041 1/01

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.

Redacted

Redacted

6A(SC) (0005).01

Page 6 of 15

Initials: COE

Form 3041 1/01

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

Redacted

Redacted

VMD-6A(SC) (0005).01

Page 7 of 15

Initials: CS

Form 3041 1/01

EXHIBIT B PAGE 7 OF 22

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.

Redacted

Redacted

6A(SC) (0005).01

Page 8 of 15

Initials: COZ

Form 3041 1/01

EXHIBIT B PAGE 8 OF 22

(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.

Redacted

Redacted

6A(SC) (0005).01

Page 9 of 15

Initials: *CS*

Form 3041 1/01

EXHIBIT B PAGE 9 OF 22

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.

Redacted

Redacted

12110-6A(SC) . (0005) 01

Page 10 of 15

Initials: C.O.S.

Form 3041 1/01

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

Redacted

Redacted

U2MD-6A(SC) (0005).01

Page 11 of 15

Initials: CRB

Form 3041 1/01

EXHIBIT B PAGE 11 OF 22

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.

Redacted

Redacted

1001-6A(SC) (0005).01

Page 12 of 15

Initials: CS

Form 3041 1/01

EXHIBIT B PAGE 12 OF 22

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.

Redacted

Redacted

UMP-6A(SC) (0005).01

Page 13 of 15

Initials:

COE

Form 3041 1/01

EXHIBIT B PAGE 13 OF 22

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:

[Signature]

Carmen D. Sheppard (Seal)
CARMEN D SHEPPARD -Borrower

[Signature]

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Redacted

Redacted
PAGE 14 OF 12

Form 3041 1/01

EXHIBIT B PAGE 14 OF 22

STATE OF SOUTH CAROLINA,
County of Charleston

Personally appeared before me Lisa Harrison
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 Amber S. Deutsch
witnessed the execution thereof.

Lisa Harrison

Sworn to before me this 17th day of November, 2006

My Commission Expires:

3-1-14

Amber S. Deutsch

Notary Public for South Carolina

Redacted

Redacted

6A(SC) (0003),01

Page 15 of 15

Initials: CS

Form 3041 1/01

EXHIBIT B PAGE 15 OF 22

ATTACHMENT A - LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, and shown and designated as Lot 6 on a plat by E.M. Seabrook, Jr., Inc., dated October 22, 1988, and entitled, "Darrell Creek Plantation, Christ Church Parish, Charleston County, Plat of Lots 1-18 and a 28.40 Acre Residual Tract", and recorded in Plat Book BT at page 162, in the RMC Office of Charleston County, South Carolina, said property having such location, butts, bounds, metes, courses and distances as will by reference to said plat appear. Said property also being described as Lot 6, River Station as shown on a plat made by E. M. Seabrook, Jr., Inc., dated May 17, 1994, and entitled, "Final Plat of River Station, Christ Church Parish, Charleston County, S.C., Final Plat of Lots 1-44, Block A, Lots 1-12, Block B, Lots 1 & 2, Block C, Containing 41.84 AC. And a Pump Station Lot", as recorded in Plat Book EA at Page 86, in the RMC Office of Charleston County.

Together with a non-exclusive commercial easement appurtenant to the above described property for pedestrian and vehicular access and for the construction and maintenance for all utilities over the road shown on the aforesaid plat designated "Commonwealth Road 60' R/W" which said access easement shall terminate upon the dedication and acceptance of said road for continued maintenance by Charleston County, S.C., and which said utility easement shall expire at such time that utilities are available to the aforesaid lot over, in, upon and across the said sixty (60') foot right-of-way.

THE real property ("Property") herein conveyed is hereby made subject to the following covenants and restrictions:

- 1.) The Property may not be subdivided.
- 2.) No livestock of any nature may be kept or raised on the property.
- 3.) No mobile home or trailer may be located on the property.
- 4.) The property may be used only for single-family residential purpose.
- 5.) The architectural plans for any residence must receive the prior written approval of the Darrell Creek Plantation Property Owners Association and must contain a minimum of 1,800 square feet of living area.
- 6.) The property shall be subject to such side lot line, front lot line, and rear lot line setbacks as the Darrell Creek Plantation Property Owners Association may reasonable require.
- 7.) These restrictions shall run with and bind the above described property for a period of twenty (20) years and shall be automatically renewed and extended for successive ten (10) year period unless terminated or modified by the vote of two-thirds (2/3) of the owners of the lots in Darrell Creek Plantation; all owners of any one lot collectively having one vote.

(Continued)

EXHIBIT B PAGE 16 OF 22

ADJUSTABLE RATE RIDER

(6-Month LIBOR Index - Rate Caps)
(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS ADJUSTABLE RATE RIDER is made this 17th day of November, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to American Brokers Conduit

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
462 COMMONWEALTH RD, MT PLEASANT, SC 29466

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December, 2011 and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

Redacted

MULTISTATE ADJUSTABLE RATE RIDER 6-month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT UM51 0404

VMP-815R (0404) Form 5120 3/04

Page 1 of 4

Initials:

CS

VMP Mortgage Solutions

(800)521-7291

Redacted

EXHIBIT B PAGE 17 OF 22

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five percentage point(s) (5.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.250 % or less than 5.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

Redacted

Redacted

815R (0404)

Page 2 of 4

Initials: COE

Form 5120 3/04

EXHIBIT 13 PAGE 18 OF 22

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Section 18 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Redacted

Redacted

UMP-815R (0404)

Page 3 of 4

Initials: CS

Form 5120 3/04

EXHIBIT B PAGE 19 OF 22

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Carmen D. Sheppard (Seal)
CARMEN D SHEPPARD -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Redacted
VMP-815R (0404)

Redacted

Page 4 of 4

Form 5120 3/04

EXHIBIT B PAGE 20 OF 22

ADDENDUM TO ADJUSTABLE RATE RIDER

This addendum is made November 17th, 2006 and is incorporated into and deemed to amend and supplement the Adjustable Rate Rider of the same date.

The property covered by this addendum is described in the Security Instrument and located at:

462 COMMONWEALTH RD MT PLEASANT, SC 29466

AMENDED PROVISIONS

In addition to the provisions and agreements made in the Security Instrument, I/we further covenant and agree as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.250% or less than 5.000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 1.000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six (6) months. My interest rate will never be greater than 13.250%. My interest rate will never be less than 5.000 %.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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. This loan is not assumable. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

1202 LIBOR Addendum to Rider

Redacted

AHM-2011R(Mult) (10/03)

EXHIBIT B PAGE 21 OF 22

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.

To the extent the provisions of this addendum conflict with the provisions of the Note, Security Instrument or Adjustable Rate Rider, this Addendum shall control.

In Witness Whereof, Trustor has executed this addendum.

Witness

November 17, 2006

Date

Borrower Signature

Carmen D. Sheppard

CARMEN D SHEPPARD

1201 LIBOR Addendum to Rider

Redacted

AHM-2010R(MULT)(10/05)

EXHIBIT B PAGE 22 OF 22

RMC Bk:0092 Pg 068 : pg 1

When Recorded Return To:

ASSIGNMENT PREP
AURORA LOAN SERVICES
P.O. Box 1706
Scottsbluff, NE 69363-1706

F29-05551

Charleston South Carolina

CORPORATE ASSIGNMENT OF MORTGAGE

REDACTED

MERS #: 100024200015211820 VRU #: 1-888-679-6377

Date of Assignment: November 5th, 2009
 Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR AMERICAN BROKERS
 CONDUIT ITS SUCCESSORS AND ASSIGNS at 3300 S.W. 34TH AVENUE, SUITE 101, OCALA, FL 34474
 Assignee: AURORA LOAN SERVICES LLC at 2617 COLLEGE PARK, SCOTTSBLUFF, NE 69361

Executed By: CARMEN D SHEPPARD To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS
NOMINEE FOR AMERICAN BROKERS CONDUIT
Date of Mortgage: 11/17/2006 Recorded: 12/07/2006 In Book/Reel/Liber: A608 Page/Folio: 399 In Charleston,
South Carolina

Property Address: 462 COMMONWEALTH RD, MT PLEASANT, SC 29466

KNOW ALL MEN BY THESE PRESENTS that In consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage \$880,000.00 with interest, secured thereby, of indebtedness (the "Note"), said Note having an original principal sum of or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisions there contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage and Note.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR AMERICAN BROKERS
CONDUIT ITS SUCCESSORS AND ASSIGNS
On November 5th, 2009

By: THEODORE SCHULTZ, Vice-President



WITNESS

Susan Lindhorst
SUSAN LINDHORST

WITNESS

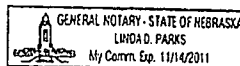
STEFANIE RODGERS

STATE OF Nebraska
COUNTY OF Scotts Bluff

On November 5th, 2009, before me, LINDA D. PARKS, a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared THEODORE SCHULTZ, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by executed the instrument.

WITNESS my hand and official seal.

Linda D. Parks
LINDA D. PARKS
Notary Expires: 11/14/2011



(This area for notarial seal)

```
"RRG"RRGLSI"11/05/2009 11:40:57 AM"ALSOJIALSIAD0000000000000608<53">SCCHARLZ_0125004713 SCSTATE_MORT_ASSIGN_ASSN "RRGLSI"
```

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

KORN LAW FIRM

PO BOX 12369
COLUMBIA SC 29211-2369

RECORDED

Date: November 17, 2009

Time: 9:11:54 AM

Book

Page

DocType

0092

068

Asgt

Charlie Lybrand, Register
Charleston County, SC

MAKER:

MERS

RECIPIENT:

AURORA LOAN SERVS LLC

of Sats:

of Pages:

2

of References:

Note:

Recording Fee \$ 6.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 6.00

Original Book:

A608

Original Page:

399

DRAWER

Drawer 4

CLERK

LRR



0092

Book



068

Page



11/17/2009

Recorded Date



2

Pgs



A608

Original Book



399

Original Page



M

Doc Type



09:11:54

Recorded Time

[WHEN RECORDED RETURN TO:]
 KORN LAW FIRM
 1300 PICKENS STREET
 P.O. BOX 11264
 [COLUMBIA, SC 29211-1264]



BP0291325

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON

ASSIGNMENT OF MORTGAGE
 BOOK A 608 PAGE 399

F11-03451

FOR VALUE RECEIVED, the undersigned, Aurora Loan Services, LLC, does hereby transfer, assign, set over and convey to Nationstar Mortgage LLC, 350 Highland Drive, Lewisville, TX 75067, all beneficial interest under that certain mortgage executed by Carmen D. Sheppard, to Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, its successors and assigns which mortgage is recorded on December 7, 2006, in the Office of the RMC for Charleston County, South Carolina, in Mortgage Book A 608 page 399, the undersigned does hereby remise, release, quit claim and convey to Nationstar Mortgage LLC in and to the property described in and conveyed by said mortgage.

PROPERTY ADDRESS: 462 Commonwealth Road, Mt. Pleasant, SC 29466

IN WITNESS WHEREOF, the undersigned Aurora Loan Services, LLC by Nationstar Mortgage LLC as its attorney-in-fact, on October 31, 2012 has hereunto set its hand and seal.

Aurora Loan Services, LLC by Nationstar Mortgage LLC as its attorney-in-fact

BY: [Signature] 10.31.2012
 Megan Ensenberger
 ITS: Assistant Secretary

Witness #1 [Signature] Brandy Nicholas

Witness #2 [Signature] Brandy Chhetri

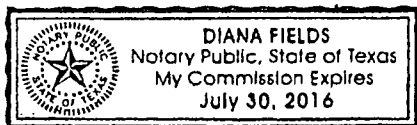
CORPORATE ACKNOWLEDGEMENT

State of Texas
 County of Denton

On Oct 31, 2012, Megan Ensenberger personally came before me and, being duly sworn, did state that he/she is the Assistant Secretary of the corporation described in the above document; that he/she acknowledged the execution of the above document in my presence on behalf of this corporation; and that he/she had full authority to do so.

[Signature]
 Notary Public for the County of Denton
 State of Texas

My Commission expires: 7/30/2016



RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

KORN LAW FIRM

PO BOX 12369

COLUMBIA SC 29211-2369

RECORDED

Date: November 15, 2012

Time: 10:44:52 AM

Book

Page

DocType

0291

325

Asgt

Charlie Lybrand, Register
Charleston County, SC

MAKER:

AURORA LOAN SERVS LLC

RECIPIENT:

NATIONSTAR MTG LLC

of Sats:

of Pages: 2

of References:

Note:

Original Book:

A608

Original Page:

399

Recording Fee \$ 6.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 6.00

DRAWER Drawer 1

CLERK KLH



0291

Book



325

Page



11/15/2012

Recorded Date



2

Pgs



A608

Original Book



399

Original Page



M

Doc Type



10:44:52

Recorded Time

Payoff Quote

Loan Number:	~~REDACTED~~	Date Completed:	9/17/13
Good Through Date	10/2/2013	Interest Paid To:	10/1/2009
Loan Type:	03	Per Diem Int:	129.56
Sub Code:	00	Int Rate:	5.375
Inv #:	ALT	Interest Calcs:	247,387.34
Prin Bal:	879,790.27	Pmt Amt:	6,559.49
Next Due:	11/1/2009	# Pmts Delq:	47

Escrow Advance:	34,511.23	
Investor Advance:	0.00	
Deferred Interest:	0.00	
Total Late Charges:	2,964.71	
Corp Advance Balance:	7,571.87	-1650 = 6,571.587
Total NSF Charges:	0.00	-1850.00
Optional Ins Payment:	0.00	
Prepayment Penalty:	0.00	
Last FHA PMI Premium:	0.00	
Other Fees Due:	0.00	
Rebate Points Financed:	0.00	
Oth1 Prepayment Penalty:	0.00	
Omitted County Recording Fee:	Yes	
Accept Quote:	Yes	

Payoff
Amount: 1,172,225.42

We reserve the right to adjust any portion of these figures at any time for one or more of the following reasons, but not limited to: recent changes, returned items, additional fees or charges, disbursements made on your behalf, scheduled payment(s) from an escrow account, transfer of servicing and or inadvertent clerical errors.

CORPORATE BALANCE:

Corporate Advance Sub-Acct Inquiry

Loan# 600446363 CARMEN SHEPPARD Corp Balance 7571.87-

Cd	Description	O/S Balance	Orig Balance	Last Act
B7	CFLGA-SHERIFF C	60.00-	60.00-	7/02/12
D2	OOAPA-BPO	190.00-	95.00-	7/02/12
E2	OOAPA-Prop Insp	366.00-	42.00-	8/09/13
2F	AFLGA-FC Fee	2320.00-	980.00-	9/06/13
2R	CFLGA-Title Exa	500.00-	250.00-	7/02/12
2U	CFLGA-Posting C	175.00-	25.00-	7/02/12
2V	CFLGA-Publicati	3960.87-	50.00-	7/02/12

ESCROW BALANCE:

7/10/2013 HAZARD SFR ADVANCE	5,566.06
4/16/2013 FLOOD SFR ADVANCE	379.00
3/12/2013 HAZARD SFR ADVANCE	9,115.00
12/06/2012 COUNTY TAX ADVANCE	2,506.18
7/01/2012 ESCROW ADJUSTMENT	16,944.99-
7/01/2012 ESCROW ADVANCE	16,944.99
4/16/2013 FLOOD SFR DSB	379.00-

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v.

Carmen D. Sheppard a/k/a Carmen
Sheppard, a/k/a Carmen Dillard Sheppard,
Alan J. Sheppard a/k/a Alan Sheppard, TD
Bank, National Association, LVNV
Funding, LLC and Darrell Creek Plantation
Homeowners' Association, Inc.,

Defendants.

F11-03451

IN THE COURT OF COMMON PLEAS
CERTIFICATION OF MORTGAGOR

NON-COMPLIANCE

(Administrative Order 2011-05-02-01)

C/A NO: 2011-CP-10-4201

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2012 JUN 14 AM 11:20

FILED

The undersigned Plaintiff's attorney does hereby certify as follows:

- 1) That this is an action for the foreclosure of owner occupied real property.
- 2) That pursuant to Supreme Court Administrative Order 2011-05-02-01:
 - a) The Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and,
 - b) The Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

BY: Dean Hayes 6/12/12
DEAN HAYES / CHRIS TRULUCK
Attorneys for Plaintiff

KORN LAW FIRM, P.A.
P. O. Box 11264
1300 Pickens Street
Columbia, SC 29211
(803) 252-5817

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v.

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a
Carmen Dillard Sheppard, Alan J. Sheppard a/k/a
Alan Sheppard, TD Bank, National Association,
LVNV Funding, LLC and Darrell Creek Plantation
Homeowners' Association, Inc.,

Defendants.

F11-03451

IN THE COURT OF COMMON PLEAS

C/A No.: 2011-CP-10-4201

CERTIFICATE OF SERVICE

FILED
2012 JUN 14 AM 11:00
JULIE J. ARMSTRONG
CLERK OF COURT

I, Helen F. Harrington, an employee of the Korn Law Firm, P.A., attorneys for plaintiff in the above-captioned action, certify that **CERTIFICATION OF MORTGAGOR NON-COMPLIANCE** was served on counsel for the defendants by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

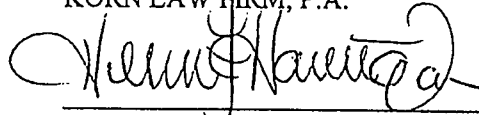
David K. Haller, Esquire
Haller Law Firm, P.C.
115 River Landing Drive, Suite 102
Charleston, South Carolina 29492

Carmen D. Sheppard
462 Commonwealth Road
Mt. Pleasant, South Carolina 29466

Alan J. Sheppard
462 Commonwealth Road
Mt. Pleasant, South Carolina 29466

this 13th day of June 2012.

KORN LAW FIRM, P.A.



Helen F. Harrington
Paralegal to Dean A. Hayes and
Chris S. Truluck

Columbia, South Carolina
N:/PD/F11-03451

KORN LAW FIRM, P.A.
P.O. BOX 11264
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211-1264
(803) 252-5817

September 20, 2013

Carmen D. Sheppard a/k/a
Carmen Sheppard, a/k/a
Carmen Dillard Sheppard
462 Commonwealth Road
Mt Pleasant, SC 29466

TD Bank, National
Association
2035 Limestone Rd.
Wilmington, DE 19808

Darrell Creek Plantation
Homeowners Association, Inc.
c/o Property Management
Services, LLC
1340-G Ben Sawyer Blvd
Mt. Pleasant, SC 29464

Alan J. Sheppard a/k/a Alan
Sheppard
462 Commonwealth Road
Mt Pleasant, SC 29466

LVNV Funding LLC
c/o C.T. Corporation System
2 Office Park Court,
Suite 103
Columbia, SC 29223

Re: Aurora Loan Services, LLC vs. Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a Carmen Dillard Sheppard, Alan J. Sheppard a/k/a Alan Sheppard, TD Bank, National Association, LVNV Funding LLC, and Darrell Creek Plantation Homeowners Association, Inc.
Docket No.: 2011-CP-10-4201
File No.: F11-03451

Dear Sir or Madam:

This is to advise that a hearing has been set in the above referenced matter before Mikell R. Scarborough, Master in Equity for Charleston County on October 2, 2013 beginning at 10:00 a.m. located at 100 Broad Street, Courtroom 2A, Charleston, SC 29401. Please contact our office at (803) 252-5817 if you plan to attend the hearing.

Very truly yours,

Korn Law Firm

cc:
Master in Equity Mikell R. Scarborough
Aurora Loan Services, LLC

In the event the referenced debt has been discharged in United States Bankruptcy Court or the automatic stay has been lifted and you are currently in Bankruptcy, this communication is not intended to be an attempt to collect a debt.

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

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

PLAINTIFF,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a
Carmen Dillard Sheppard, Alan J. Sheppard a/k/a
Alan Sheppard, TD Bank, National Association,
LVNV Funding LLC, and Darrell Creek Plantation
Homeowners Association, Inc.,

DEFENDANT(S).

F11-03451

IN THE COURT OF COMMON PLEAS

CERTIFICATE OF MAILING THE
HEARING NOTICE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-10-4201

DEFICIENCY WAIVED

I, Ressie Register, an employee of the Korn Law Firm, P.A., attorneys for Plaintiff in the above-captioned action, certify that a NOTICE OF HEARING was served on Defendants by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard
462 Commonwealth Road
Mt Pleasant, SC 29466

Alan J. Sheppard a/k/a Alan Sheppard
462 Commonwealth Road
Mt Pleasant, SC 29466

TD Bank, National Association
2035 Limestone Rd.
Wilmington, DE 19808

LVNV Funding LLC
c/o C.T. Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

Darrell Creek Plantation Homeowners
Association, Inc.
c/o Property Management Services, LLC
1340-G Ben Sawyer Blvd
Mt. Pleasant, SC 29464

This 20 day of September, 2013

KORN LAW FIRM, P.A.
P.O. BOX 11264
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211-1264

Ressie Register
Ressie Register

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-10-4201

AURORA LOAN SERVICESSHEPPARD

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

Sheppard's motion to stay the sale/writ of mandamus
is respectfully denied.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

3062

Judge Code

Date

1/2/14

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage LLC

PLAINTIFF,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard, Alan J.
Sheppard a/k/a Alan Sheppard, TD Bank,
National Association, LVNV Funding LLC, and
Darrell Creek Plantation Homeowners
Association, Inc.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

REPORT ON SALE
AND ORDER CONFIRMING SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-10-4201

DEFICIENCY WAIVED

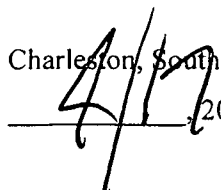
F11-03451

TO THE PRESIDING JUDGE OF THE COURT OF COMMON PLEAS:

1. Pursuant to Order of Court and after due notice and advertisement, I sold subject property to the Plaintiff for the sum of Five Hundred Seventy-Five Thousand And 00/100 (\$575,000.00) Dollars, that amount being the highest bid made on sales day, January 7, 2014. The Plaintiff thereafter paid only the costs as provided in said Order.
2. I have executed and delivered to said grantee a good and sufficient deed of conveyance of said property.


Mikell R. Scarborough

Master in Equity for Charleston County


Charleston, South Carolina

2014.

FILED
2014 APR 22 AM 9:51
JULIE J. ARMSTRONG
CLERK OF COURT
BY

FILED

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage LLC
JULIE J. ARMSTRONG
CLERK OF COURT

PLAINTIFF

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard, Alan J.
Sheppard a/k/a Alan Sheppard, TD Bank,
National Association, LVNV Funding LLC, and
Darrell Creek Plantation Homeowners
Association, Inc.,

DEFENDANT(S).

F11-03451

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER OF SALE AND
DISBURSEMENT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-10-4201

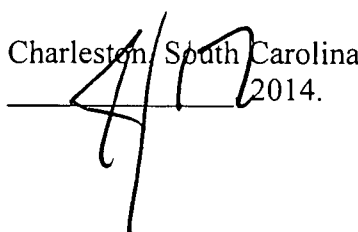
DEFICIENCY WAIVED

UNDER AUTHORITY of a Decree herein dated November 19, 2013, I offered for sale, to the highest bidder for cash, at public auction on January 7, 2014, the premises subjected to this suit, and I received a high bid of Five Hundred Seventy-Five Thousand And 00/100 (\$575,000.00) Dollars, from the Plaintiff, and I executed and delivered a Master's deed to Nationstar Mortgage LLC, and I have disbursed the funds as follows:

CONSIDERATION	\$575,000.00
DEPOSIT (ORDER OF REFERENCE)	\$125.00
MASTER'S FEES	\$
NEWSPAPER ADVERTISEMENT	\$1,808.77
COUNTY COMMISSION	\$2,500.00
 TOTAL OF MASTER'S COST	 \$4,433.77

ALL OF THE FUNDS HAVING BEEN DISBURSED, I HEREBY ORDER THE FILE CLOSED AND THE CASE ENDED.


Mikell R. Scarborough
Master in Equity for Charleston County


Charleston, South Carolina
2014.

2011-CP-10-4201

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC.

PLAINTIFF,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a
Carmen Dillard Sheppard, Alan J. Sheppard a/k/a Alan
Sheppard, TD Bank, National Association, LVNV Funding
LLC and Darrell Creek Plantation Homeowners
Association, Inc.,

DEFENDANT(S).

F11-03451

IN THE COURT OF COMMON PLEAS

NOTICE OF FORECLOSURE
INTERVENTION

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

DEFICIENCY WAIVED

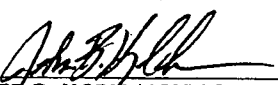
FILED
2011 JUN 14 PM 3:40
JULIE J. ARMSTRONG
CLERK OF COURT

TO: Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a Carmen Dillard Sheppard, Alan J. Sheppard a/k/a Alan Sheppard:

PLEASE TAKE NOTICE THAT pursuant to the Supreme Court of South Carolina Administrative Order 2011-05-02-01, you may be eligible for foreclosure intervention programs for the purpose of resolving the above referenced foreclosure action. If you wish to be considered for a foreclosure intervention program, you must contact the KORN LAW FIRM, P.A., P. O. Box 11264, 1300 Pickens Street, Columbia, SC 29201 or call (803) 252-5817 within **thirty (30) days** from the date of this notice. If you have already pursued loss mitigation with the Plaintiff, this Notice does not guarantee the availability of loss mitigation options or further review of your qualifications.

KORN LAW FIRM, P.A. represents the Plaintiff in this action. KORN LAW FIRM, P.A., does not represent you and is prohibited from giving you any legal advice.

IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN THIS FORECLOSURE INTERVENTION PROCESS, THE FORECLOSURE ACTION MAY PROCEED.

BY: 
PETER D. KORN / JOHN S. KAY / DEAN HAYES
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / SUZANNAH HAYES
MEREDITH L. PRICKETT / KELLER C. FOSTER
TERESA D. VAN VLAKE / TARA SULLIVAN
Attorneys for Plaintiff

KORN LAW FIRM, P.A.
P. O. Box 11264
1300 Pickens Street
Columbia, SC 29201
(803) 252-5817

Dated 6/14, 2011

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

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Aurora Loan Services, LLC
PLAINTIFF,
vs.
Carmen D. Sheppard, et al
DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

C/A NO: 2011-CP-10-4201

F11-03451 Submitted By John S. Kay, (Bar #7914), John B. Kelchner, (Bar # 13589); Alan M. Stewart, (Bar #15576)

Korn Law Firm, P.A.

Telephone #: 803 252 5817

Address: 1300 Pickens Street

Fax #:

Columbia, SC 29201

Other:

E-mail:

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 | Torts - Professional Malpractice | Torts - Personal Injury | |
| ☐ Constructions (100) | ☐ Dental Malpractice (200) | ☐ Assault/Slander/Libel (300) | ☐ Claim & Delivery (400) |
| ☐ Debt Collection (110) | ☐ Legal Malpractice (210) | ☐ Conversion (310) | ☐ Condemnation (410) |
| ☐ Employment (120) | ☐ Medical Malpractice (220) | ☐ Motor Vehicle Accident (320) | ☐ Foreclosure (420) |
| ☐ | ☐ Previous Notice of Intent Case #
20__-CP-____ | ☐ | ☒ |
| ☐ General (130) | ☐ Notice/ File Med Mal (230) | ☐ Premises Liability (330) | ☐ Mechanic's Lien (430) |
| ☐ Breach of Contract (140) | ☐ Other (299) | ☐ Products Liability (340) | ☐ Partition (440) |
| ☐ Other (199) | | ☐ Personal Injury (350) | ☐ Possession (450) |
| | | ☐ Wrongful Death (360) | ☐ Building Code Violation (460) |
| | | ☐ Other (399) | ☐ Other (499) |
-
- | | | | |
|--|---|--|---|
| Inmate Petitions | Judgments/Settlements | Administrative Law/Relief | |
| ☐ PCR (500) | ☐ Death Settlement (700) | ☐ Reinstate Driver's License (800) | ☐ Arbitration (900) |
| ☐ Mandamus (520) | ☐ Foreign Judgment (710) | ☐ Judicial Review (810) | ☐ Magistrate-Civil (910) |
| ☐ Habeas Corpus (530) | ☐ Magistrate's Judgment (720) | ☐ Relief (820) | ☐ Magistrate-Criminal (920) |
| ☐ Other (599) | ☐ Minor Settlement (730) | ☐ Permanent Injunction (830) | ☐ Municipal (930) |
| | ☐ Transcript Judgment (740) | ☐ Forfeiture-Petition (840) | ☐ Probate Court (940) |
| | ☐ Lis Pendens (750) | ☐ Forfeiture----Consent Order (850) | ☐ SCDOT (950) |
| | ☐ Transfer of Structured
Settlement Payment Rights
Application (760) | ☐ Other (899) | ☐ Worker's Comp (960) |
| | ☐ Other (799) | | ☐ Zoning Board (970) |
| | | | ☐ Public Service Commission
(990) |
| | | | ☐ Employment Security Comm (991) |

Special/Complex /Other

- | | |
|---|---|
| ☐ Environmental (600) | ☐ Pharmaceuticals (630) |
| ☐ Automobile Arb (610) | ☐ Unfair Trade Practices (640) |
| ☐ Medical (620) | ☐ Out-of State Depositions (650) |
| ☐ Other (699) | ☐ Motion to Quash Subpoena in an
Out-of-County Action (660) |
| | ☐ Sexual Predator (510) |

☐ Other (999)

Submitting Party Signature: John B. Kelchner

Date: 6/13/11

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

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Aurora Loan Services, LLC

PLAINTIFF,

vs.

Carmen D. Sheppard, et al

DEFENDANT(S).

IN THE CIRCUIT COURT FOR THE
9th JUDICIAL CIRCUIT

(NON-JURY MORTGAGE FORECLOSURE)

CERTIFICATE OF EXEMPTION
FROM ADR

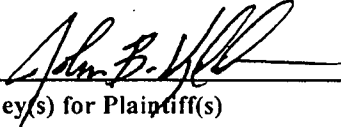
C/A NO:

DEFICIENCY WAIVED

F11-03451

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 of prohibition;
- ☐ this action is appellate in nature;
- ☐ this is a post-conviction relief matter;
- ☐ this is a contempt of court proceeding;
- ☐ this is forfeiture proceeding brought by the State;
- ☒ this is a case involving a mortgage foreclosure; or
- ☐ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.



Plaintiff/Attorney(s) for Plaintiff(s)

Defendant/Attorney(s) for Defendant(s)

PETER D. KORN /JOHN S. KAY

ALAN M. STEWART /JOHN B. KELCHNER

H. GUYTON MURRELL

Date: 6/13/11

10-14-2011
3:50pm

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

PLAINTIFF,

vs.

Carmen D Sheppard a/k/a Carmen Sheppard, a/k/a Carmen Dillard Sheppard, Alan J Sheppard a/k/a Alan Sheppard, TD Bank, National Association, LVNV Funding LLC and Darrell Creek Plantation Homeowners Association, Inc.,
DEFENDANT(S)

F11-03451

IN THE COURT OF COMMON PLEAS

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

DEFICIENCY WAIVED

2011-CP-10-4201

2011 JUN 14 PM 3:41
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant for foreclosure of a certain mortgage of real estate given by Carmen D Sheppard to Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, its successors and assigns, in the amount of Eight Hundred Eighty Thousand And 00/100 (\$880,000 00) Dollars, dated November 17, 2006, and recorded December 7, 2006 in the Office of the Register of Deeds for Charleston County in Book A 608 at Page 399

Thereafter, by virtue of an assignment dated November 5, 2009, recorded November 17, 2009, in Mortgage Book 0092 at Page 068, Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, its successors and assigns assigned said mortgage unto Aurora Loan Services, LLC making Aurora Loan Services, LLC the present lien holder and Plaintiff herein.

The premises covered and affected by the said mortgage as by the foreclosure thereof, were, at the time of the making thereof, and at the time of the filing of this Notice, described as follows.

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

ALL THAT CERTAIN piece, parcel or lot of land, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, and shown and designated as Lot 6 on a plat by E M. Seabrook, Jr., Inc., dated October 22, 1988, and entitled, Darrell Creek Plantation, Christ Church Parish, Charleston County, Plat of Lots 1-18 and a 28 40 Acre Residual Tract, and recorded in Plat Book BT at page 162, in the RMC Office of Charleston County, South Carolina, said property having such location, butts, bounds, metes, courses and distances as will by reference to said plat appear. Said property also being described as Lot 6, River Station as shown on a plat made by E M Seabrook, Jr., Inc., dated May 17, 1994, and entitled, Final Plat of River Station, Christ Church Parish, Charleston County, S.C., Final Plat of Lots 1-44, Block A, Lots 1-12, Block B, Lots 1 & 2, Block C, Containing 41.84 AC. And a Pump Station Lot, as recorded in Plat Book EA at Page 86, in the RMC Office of Charleston County.

TOGETHER with a Non-Exclusive Commercial Easement appurtenant to the above described property for pedestrian and vehicular access and for the construction and maintenance for all utilities over the road shown on the aforesaid plat designated "Commonwealth Road 60' R/W" which said access Easement shall terminate upon the dedication and acceptance of said road for continued maintenance by Charleston County, S.C., and which said utility easement shall expire at such time that utilities are available to the aforesaid lot over, in, upon and across the said sixty (60') foot right-of-way.

The real property ("Property") herein conveyed is hereby made SUBJECT to the following Covenants and Restrictions:

- 1.) The Property may not be subdivided
 - 2.) No livestock of any nature may be kept or raised on the property
 - 3.) No mobile home or trailer may be located on the property.
 - 4.) The property may be used only for single-family residential purpose
 - 5.) The architectural plans for any residence must receive the prior written approval of the Darrell Creek Plantation Property Owners Association and must contain a minimum of 1,800 square feet of living area
 - 6.) The property shall be SUBJECT to such side lot line, front lot line, and rear lot line setbacks as the Darrell Creek Plantation Property Owners Association may reasonably require.
 - 7.) These restrictions shall run with and bind the above described property for a period of twenty (20) years and shall be automatically renewed and extended for successive ten (10) year period unless terminated or modified by the vote of two-thirds (2/3) of the owners of the lots in Darrell Creek Plantation, all owners of any one lot collectively having one vote.
 - 8.) Such property shall be made SUBJECT to such additional Restrictive Covenants as Darrell Creek Associates LP, a South Carolina Limited Partnership, as developer, may adopt as the development-wide restrictions for all lots in Darrell Creek Plantation Development, provided such covenants do not conflict with the covenants stated herein.
- SUBJECT to any and all Easements, Restrictions and Right of Ways of public record.

THIS BEING the subject property (Lot 6) conveyed unto Carmen D. Sheppard by virtue of a Deed from Marion L. Welch and Julia L. Welch, dated March 3, 1995 and recorded March 8, 1995, in Deed Book F253 at Page 29, in the Office of the Register of Deeds for Charleston County, South Carolina

THEREAFTER, said Carmen D. Sheppard conveyed an undivided one-half (2) interest in subject property (Lot 6) unto Alan J. Sheppard by virtue of a Deed dated March 10, 1997 and recorded March 18, 1997, in Deed Book J281 at Page 877, in the Office of the Register of Deeds for Charleston County, South Carolina

ALSO:

ALL THAT marshland and highland situated in River Station Subdivision, Christ Church Parish, Charleston County, South Carolina, and being more specifically shown as a parcel of marshland within the extended boundary lines of LOT 6, BLOCK "A", and running from the rear property line of Lot 6, Block "A" to Alston Creek and the island of highland all as shown on a plat by Andrew Wadsworth, R. L. S., dated June 4, 1997, entitled "MAP OF AN ISLAND ADJACENT TO LOT 6 BLOCK "A" RIVER STATION SUBDIVISION SITUATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" The said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear

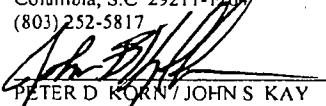
THIS BEING the same subject property (parcel of marshland and a small island of highland) was conveyed unto Carmen D. Sheppard and Alan J. Sheppard by virtue of a Quit Claim Deed from Darrell Creek Plantation, LLC, dated June 17, 1997 and recorded July 21, 1997, in Deed Book G287 at Page 578, in the Office of the Register of Deeds for Charleston County, South Carolina

THEREAFTER, the same subject property (parcel of marshland and a small island of highland) was conveyed unto Carmen D. Sheppard and Alan J. Sheppard by virtue of a Quit Claim Deed from David L. Sullivan and Angela K. Sullivan, dated August 12, 1999 and recorded September 18, 2000, in Deed Book A355 at Page 199, in the Office of the Register of Deeds for Charleston County, South Carolina

462 Commonwealth Road, Mt. Pleasant, SC 29466
TMS # 596-08-00-006

Columbia, South Carolina
June 13, 2011

KORN LAW FIRM, P.A.
1300 Pickens Street/P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817


PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / MEREDITH S. LEE
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

PLAINTIFF,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a Carmen Dillard Sheppard, Alan J. Sheppard a/k/a Alan Sheppard, TD Bank, National Association, LVNV Funding LLC and Darrell Creek Plantation Homeowners Association, Inc.,

DEFENDANT(S).

F11-03451

IN THE COURT OF COMMON PLEAS

SUMMONS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

DEFICIENCY WAIVED

FILED
2011 JUN 14 PM 3:41
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1300 Pickens Street, P.O. Box 11264, Columbia, South Carolina, 29211-1264, within thirty (30) days after service hereof, except as to the United States of America, which shall have Sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

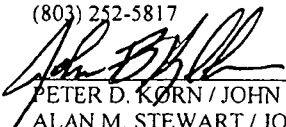
TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Mortgagee immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

Columbia, South Carolina
June 13, 2011

KORN LAW FIRM, P.A.
1300 Pickens Street/P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817


PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / MEREDITH S. LEE
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

PLAINTIFF,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a
Carmen Dillard Sheppard, Alan J. Sheppard a/k/a
Alan Sheppard, TD Bank, National Association,
LVNV Funding LLC and Darrell Creek Plantation
Homeowners Association, Inc.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

2011-CP-10-4201

DEFICIENCY WAIVED

2011 JUN 14 PM 3:41
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

F11-03451

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a limited liability company organized and existing under and by virtue of the laws of the State of Delaware; and that the Defendants, Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a Carmen Dillard Sheppard and Alan J. Sheppard a/k/a Alan Sheppard, are upon information and belief, citizens and residents of the County of Charleston, State of South Carolina. That the Defendant, TD Bank, National Association, is upon information and belief a national association organized and existing under the laws of the United States of America. That the Defendant, LVNV Funding LLC, is upon information and belief a limited liability company organized and existing under the laws of Delaware. That the Defendant, Darrell Creek Plantation Homeowners Association, Inc., is upon information and belief a corporation organized and existing under the laws of South Carolina.

2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Charleston, State of South Carolina.

4. That on or about November 17, 2006, for value received, Carmen D. Sheppard, did execute and deliver to American Brokers Conduit, a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Carmen D. Sheppard promised to pay to American Brokers Conduit, the sum of Eight Hundred Eighty Thousand And 00/100 Dollars (\$880,000.00), together with interest thereon at an adjustable rate pursuant to the terms of said Note.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Carmen D. Sheppard, did execute and deliver on November 17, 2006 unto Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, its successors and assigns, a mortgage covering the following described property:

Legal description and property address:

ALL THAT CERTAIN piece, parcel or lot of land, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, and shown and designated as Lot 6 on a plat by E.M. Seabrook, Jr., Inc., dated October 22, 1988, and entitled, Darrell Creek Plantation, Christ Church Parish, Charleston County, Plat of Lots 1-18 and a 28.40 Acre Residual Tract, and recorded in Plat Book BT at page 162, in the RMC Office of Charleston County, South Carolina, said property having such location, butts, bounds, metes, courses and distances as will by reference to said plat appear. Said property also being described as Lot 6, River Station as shown on a plat made by E. M. Seabrook, Jr., Inc., dated May 17, 1994, and entitled, Final Plat of River Station, Christ Church Parish, Charleston County, S.C., Final Plat of Lots 1-44, Block A, Lots 1-12, Block B, Lots 1 & 2, Block C, Containing 41.84 AC. And a Pump Station Lot, as recorded in Plat Book EA at Page 86, in the RMC Office of Charleston County.

TOGETHER with a Non-Exclusive Commercial Easement appurtenant to the above described property for pedestrian and vehicular access and for the construction and maintenance for all utilities over the road shown on the aforesaid plat designated "Commonwealth Road 60' R/W" which said access Easement shall terminate upon the dedication and acceptance of said road for continued maintenance by Charleston County, S.C., and which said utility easement shall expire at such time that utilities are available to the aforesaid lot over, in, upon and across the said sixty (60') foot right-of-way.

The real property ("Property") herein conveyed is hereby made SUBJECT to the following Covenants and Restrictions:

- 1.) The Property may not be subdivided.
- 2.) No livestock of any nature may be kept or raised on the property.
- 3.) No mobile home or trailer may be located on the property.
- 4.) The property may be used only for single-family residential purpose.
- 5.) The architectural plans for any residence must receive the prior written approval of the Darrell Creek Plantation Property Owners Association and must contain a minimum of 1,800 square feet of living area.
- 6.) The property shall be SUBJECT to such side lot line, front lot line, and rear lot line setbacks as the Darrell Creek Plantation Property Owners Association may reasonably require.
- 7.) These restrictions shall run with and bind the above described property for a period of twenty (20) years and shall be automatically renewed and extended for successive ten (10) year period unless terminated or modified by the vote of two-thirds (2/3) of the owners of the lots in Darrell Creek Plantation; all owners of any one lot collectively having one vote.
- 8.) Such property shall be made SUBJECT to such additional Restrictive Covenants as Darrell Creek Associates LP, a South Carolina Limited Partnership, as developer, may adopt as the development-wide restrictions for all lots in Darrell Creek Plantation Development, provided such covenants do not conflict with the covenants stated herein. SUBJECT to any and all Easements, Restrictions and Right of Ways of public record.

THIS BEING the subject property (Lot 6) conveyed unto Carmen D. Sheppard by virtue of a Deed from Marion L. Welch and Julia L. Welch, dated March 3, 1995 and recorded March 8, 1995, in Deed Book F253 at Page 29, in the Office of the Register of Deeds for Charleston County, South Carolina.

THEREAFTER, said Carmen D. Sheppard conveyed an undivided one-half (2) interest in subject property (Lot 6) unto Alan J. Sheppard by virtue of a Deed dated March 10, 1997 and recorded March 18, 1997, in Deed Book J281 at Page 877, in the Office of the Register of Deeds for Charleston County, South Carolina.

ALSO:

ALL THAT marshland and highland situated in River Station Subdivision, Christ Church Parish, Charleston County, South Carolina, and being more specifically shown as a parcel of marshland within the extended boundary lines of LOT 6, BLOCK "A", and running from the rear property line of Lot 6, Block "A" to Alston Creek and the island of highland all as shown on a plat by Andrew Wadsworth, R.L.S., dated June 4, 1997, entitled "MAP OF AN ISLAND ADJACENT TO LOT 6 BLOCK "A" RIVER STATION SUBDIVISION SITUATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA". The said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

THIS BEING the same subject property (parcel of marshland and a small island of highland) was conveyed unto Carmen D. Sheppard and Alan J. Sheppard by virtue of a Quit Claim Deed from Darrell Creek Plantation, LLC, dated June 17, 1997 and recorded July 21, 1997, in Deed Book G287 at Page 578, in the Office of the Register of Deeds for Charleston County, South Carolina.

THEREAFTER, the same subject property (parcel of marshland and a small island of highland) was conveyed unto Carmen D. Sheppard and Alan J. Sheppard by virtue of a Quit Claim Deed from David L. Sullivan and Angela K. Sullivan, dated August 12, 1999 and recorded September 18, 2000, in Deed Book A355 at Page 199, in the Office of the Register of Deeds for Charleston County, South Carolina.

462 Commonwealth Road, Mt. Pleasant, SC 29466
TMS# 596-08-00-006

6. Thereafter said mortgage was recorded in Book A 608 at Page 399 on December 7, 2006 in the Office of the Register of Deeds of Charleston County.

7. Thereafter, by virtue of an assignment dated November 5, 2009, recorded November 17, 2009, in Mortgage Book 0092 at Page 068, Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, its successors and assigns assigned said mortgage unto Aurora Loan Services, LLC making Aurora Loan Services, LLC the present lien holder and Plaintiff herein.

8. The above referenced instrument constitutes a first lien priority mortgage.

9. That the Defendant, TD Bank, National Association, s/b/m to Carolina First Bank, is made a party by virtue of the following:

(a). Mortgage given by Alan Sheppard a/k/a Alan J. Sheppard and Carmen Sheppard, a/k/a Carmen D. Sheppard to Carolina First Bank, dated July 20, 2007 and recorded July 31, 2007, in Book D 634 at Page 226, in the amount of \$100,000.00.

(b). Default Judgment obtained by Carolina First Bank against Alan Sheppard and Carmen Dillard Sheppard, dated January 12, 2010 and recorded January 14, 2010, in the amount of \$105,310.52 and identified as Judgment Roll/Case # 09-CP-10-6666.

10. That the Defendant, LVNV Funding LLC, is made a party by virtue of a Default Judgment obtained against Carmen D. Sheppard and Alan J. Sheppard, dated September 20, 2010 and recorded September 21, 2010, in the amount of \$13,201.09 and identified as Judgment Roll/Case # 10-CP-10-4988.

11. That the Defendant, Darrell Creek Plantation Homeowners Association, Inc., is made a party to this action by virtue of any homeowners liens or assessments recorded or unrecorded that are due or that may become due in the future.

12. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

13. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

14. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

15. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

16. The monthly payments due on said note and mortgage are in default since November 1, 2009, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of November 1, 2009 the sum of Eight Hundred Seventy-Nine Thousand Seven Hundred Ninety And 27/100 Dollars (\$879,790.27), together with interest at an adjustable rate pursuant to the terms of said Note from October 1, 2009 and also for the costs and disbursements of this action, including attorney's fees.

17. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

18. That the servicer is participating in the Home Affordable Modification Program (HMP). The loan is not subject to modification under the HMP because the principal balance exceeds \$729,750.00.

FOR A SECOND CAUSE OF ACTION
(EQUITABLE LIEN)

19. Plaintiff realleges and incorporates the allegations of the preceding paragraphs as if fully contained herein.

20. That Defendants Carmen D. Sheppard and Alan J. Sheppard used the proceeds of Plaintiff's loan described in paragraph four (4) herein to pay off prior liens on the subject property.

21. That Defendant Alan J. Sheppard did not execute the mortgage described in paragraph five (5) herein.

22. That the parties intended, expressly or impliedly, that the above described real property serve as security for the payment of obligation.

23. That the aforesaid loan created a debt, duty or obligation owing from Defendant Alan J. Sheppard to Plaintiff. That the obligation of Defendant Alan J. Sheppard attaches to the above real property.

24. That the aforesaid establishes an equitable lien upon Defendant Alan J. Sheppard's interest in the above described real property.

25. Plaintiff is entitled to an Order of the Court establishing its equitable lien upon Defendant Alan J. Sheppard's interest in the subject property and foreclosing Plaintiff's equitable lien.

FOR A THIRD CAUSE OF ACTION
(UNJUST ENRICHMENT/RESTITUTION)

26. Plaintiff realleges and incorporates the allegations of the preceding paragraphs as of fully contained herein.

27. Plaintiff conferred a nongratuitous benefit upon Defendant Alan J. Sheppard and this Defendant realized some value from said benefit.

28. It would be inequitable for Defendant to retain this benefit without paying the Plaintiff its value, and Plaintiff is entitled to judgment against Defendant Alan J. Sheppard, for the benefit of the value so conferred.

29. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

30. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

WHEREFORE, having fully set forth its complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein and:

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

(2) That the said Plaintiff's mortgage be declared a first mortgage lien and that the 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 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) For an Order directing and empowering the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

- (7) For such other and further relief as may be just and proper.
- (8) For an order satisfying any prior liens that may be of record, but have been paid in full.
- (9) For an order establishing the Plaintiff's equitable lien against Defendant Alan J. Sheppard's interest in the subject property and foreclosing Plaintiff's equitable lien.
- (10) For an order of judgment against Defendant Alan J. Sheppard for the benefit of the value of his interest in the subject property.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817



PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL
Attorneys for Plaintiff

Columbia, South Carolina
June 13, 2011

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. Section 1601 As Amended

1. The amount of the debt is stated in paragraph 16 of the Complaint attached hereto.
2. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
3. The debt as described in the Complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor(s), within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor(s) notify the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor(s) by the creditor's law firm.
5. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor(s) makes a written request to the creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor(s) by the creditor's law firm.
6. Written requests should be addressed to Korn Law Firm, P.A., Post Office Box 11264, Columbia, South Carolina 29211-1264.
7. This notice should NOT be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

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

**KORN LAW FIRM, P. A.
POST OFFICE BOX 11264
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29211
(803) 252-5817**

June 13, 2011

Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

RE: Aurora Loan Services, LLC vs. Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a Carmen Dillard Sheppard, Alan J. Sheppard a/k/a Alan Sheppard, TD Bank, National Association, LVNV Funding LLC and Darrell Creek Plantation Homeowners Association, Inc.

Docket No.
Our file No. F11-03451

Dear Clerk of Court:

Enclosed please find the original Notice of Foreclosure Intervention, Lis Pendens, Summons, and Complaint for the above foreclosure action, along with copies of the Notice of Foreclosure Intervention, Lis Pendens, Summons and Complaint and our check in the amount of \$150.00. Please have the originals filed of record and return the clocked copies to us in the enclosed envelope.

Your assistance is very much appreciated.

Very truly yours,


LoriKay Kienzle

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Service, LLC

☐ Plaintiff

v.

Carmen Sheppard, Alan Sheppard, Et Al

☐ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2011-CP-10-4201

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney:
John B. Kelchner, Bar No.
Address:
P.O. Box 11264
Columbia, SC 29201
phone: 803-252-5817 fax: 803-931-0556
e-mail: other:

Defendant's Attorney:
David K. Haller, Bar No.
Address:
115 River Landing Drive, Suite 102
Charleston, SC 29492
phone: 843-849-1384 fax: 843-853-9377
e-mail: dhaller@hallerlawfirm.com other:

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Defendants Motion to Stay Pending Compliance with Administrative Order

Estimated Time Needed: Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

4/28/11
Date submitted

SECTION III: Motion Fee

- ☒ PAID - AMOUNT: 25.00
☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support
(check reason) ☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Date Filed:

Collected by:

- ☐ MOTION FEE COLLECTED: _____
☐ CONTESTED - AMOUNT DUE: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Aurora Loan Services, LLC,)
)
Plaintiff,)
)
vs.)
)
Carmen D. Sheppard a/k/a Carmen)
Sheppard, a/k/a Carmen Dillard)
Sheppard, Alan J. Sheppard a/k/a)
Alan Sheppard, TD Bank, National)
Association, LVNV Funding, LLC)
and Darrell Creek Plantation)
Homeowners Association, Inc.)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2011-CP-10-4201

DEFENDANT'S MOTION TO STAY
PENDING COMPLIANCE WITH
ADMINISTRATIVE ORDER

FILED
2011 JUN 27 PM 3:53
JULIE J. ARSTRONG
CLERK OF COURT
BY _____

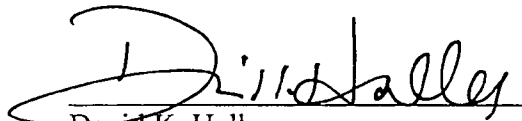
TO: THE PLAINTIFF AND ITS COUNSEL

YOU WILL PLEASE TAKE NOTICE that defendants Carmen Sheppard and Alan Sheppard will move, in ten (10) days at the Charleston County Courthouse, or at such other time and place s the court deems proper, for an order staying this matter pending the plaintiff's mandatory compliance with Supreme Court Administrative Order 2011-05-02-01. Plaintiff has failed and refused to abide by the requirements of said order in good faith and, defendant believes sanctions are appropriate as a result, including the costs of brining this action and any other attorneys fees that are incurred as a result of the plaintiff's failure.

Prayer and Signature Block Continue Next Page

WHEREFORE defendants prays for the relief requested herein and such other relief as the court deems just, prudent, and proper.

HALLER LAW FIRM, P.C.

A handwritten signature in black ink, appearing to read "D. K. Haller", written over a horizontal line.

David K. Haller
115 River Landing Drive, Suite 102
Charleston, SC 29492
843-849-1384
843-853-9377 (facsimile)
dhaller@hallerlawfirm.com

Attorney for Defendants Carmen and
Alan Sheppard

24 day of June, 2011

Charleston, South Carolina

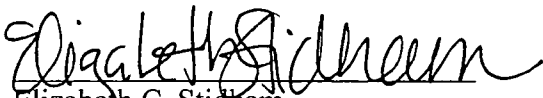
CERTIFICATE OF SERVICE

11-CP-10-4201

The undersigned employee of Haller Law Firm, P.C., hereby certifies that she served a copy of the **Defendants Motion to Stay Pending Compliance with Administrative Order** by placing a true and correct copy of the same in an envelope, postage prepaid, and depositing same in the United States Mail, to all parties at the address(es) indicated as follows:

John B. Kelchner, Esquire
Korn Law Firm, PA
P.O. Box 11264
Columbia, SC 29201

FILED
2011 JUN 27 PM 3:53
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____


Elizabeth C. Stidham
Assistant to David K. Haller, Esquire
Haller Law Firm, P.C.
115 River Landing Drive, Suite 102
Charleston, SC 29492
843-849-1384

24th day of June, 2011
Charleston, South Carolina

Haller Law Firm, P.C.
Counselors at Law

David K. Haller, Esquire
Certified Civil Court Mediator

June 24, 2011

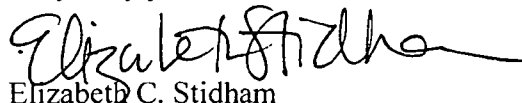
Julie Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

In Re: Aurora Loan Service, LLC v. Carmen Sheppard, Alan Sheppard, Et al.
Case No. 2011-CP-10-4201

Dear Clerk:

Enclosed please find an original and one copy of the Defendants Motion to Stay Pending Compliance with Administrative Order. Kindly file the original with your office and return the copy to us in the enclosed self-addressed postage pre-paid envelope.

Very truly yours,



Elizabeth C. Stidham
Assistant to David K. Haller

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

Aurora Loan Services, LLC,)

Plaintiff,)

versus)

Carmen D. Sheppard a/k/a Carmen)

Sheppard, a/k/a Carmen Dillard Sheppard,)

Alan J. Sheppard a/k/a Alan Sheppard,)

TD Bank, National Association, LVNV)

Funding, LLC and Darrell Creek Plantation)

Homeowners Associations, Inc.,)

Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2011-CP-10-4201

**ANSWER AND AFFIRMATIVE
DEFENSES OF DEFENDANTS:
CARMEN AND ALAN SHEPPARD**

2011 JUL 13 AM 10:59
J. ARMSTRONG
CLERK OF COURT

FILED

Defendants Carmen Sheppard and Alan Sheppard answers the complaint of the plaintiff and assert affirmative defenses and counterclaims against the plaintiff, as follows:

FOR A FIRST DEFENSE

1. Each and every allegations of the complaint not hereinafter specifically admitted is denied and strict proof thereof demanded.

FOR A SECOND DEFENSE

2. The complaint fails to state a cause of action for which relief may be granted and should be dismissed pursuant to SCRCP Rule 12(b)(6).

FOR A THIRD CAUSE OF ACTION

3. As to paragraphs one of the complaint, defendants Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a Carmen Dillard Sheppard, Alan J. Sheppard a/k/a Alan Sheppard, admit so much of the paragraph as alleges they are residents of Charleston County. The remainder of the paragraph is denied and strict proof thereof demanded.

4. Paragraph two is a statement of law to which no answer is required.
5. Paragraph three of the complaint is admitted to the sole extent that the plaintiff claims a right to foreclose. The plaintiff's right to a foreclosure is denied and strict proof thereof demanded.
6. As to paragraphs four, five, and six of the complaint, defendants admit they bought their primary residence and that they own unencumbered fee simple title to the real property generally described in paragraph five of the complaint. The remainder of the paragraphs are denied and strict proof thereof demanded.
7. Paragraph seven of the complaint is denied and strict proof thereof demanded.
8. Paragraph eight of the complaint is denied and strict proof thereof demanded.
9. Paragraph nine of the complaint is denied and strict proof thereof demanded.
10. Paragraph ten of the complaint is denied and strict proof thereof demanded.
11. Paragraph eleven of the complaint is denied and strict proof thereof demanded.
12. Paragraphs 12, 13, 14, and 15 are denied and strict proof thereof demand.
13. Paragraph 16 of the complaint is denied and strict proof thereof demanded.
14. Paragraph 17 of the complaint is admitted.
15. Paragraph 18 of the complaint is denied and strict proof thereof demanded.
16. As to the paragraph entitled "WHEREFORE" and its sub-parts, the defendants assert the plaintiff is entitled to no relief and demands strict proof thereof.

FOR A FOURTH AND AFFIRMATIVE DEFENSE

(UNCONSCIONABILITY)

17. The Note and Mortgage that the plaintiff seeks to enforce in this action are unconscionable and unenforceable as a matter of law.

FOR A FIFTH AND AFFIRMATIVE DEFENSE

(UNCLEAN HANDS)

18. Plaintiff's claims are barred by the doctrine of unclean hands. Specifically, the plaintiff, through its predecessor, Lehman Brothers devised a scheme relating to the instigation of improper mortgages, the details of which shall be determined in discovery. Many believe Lehman Brothers misconduct to be the basis of the housing crisis in the United States. Further, Aurora has been sanctioned by the Office of Thrift Supervision for improper foreclosure practices. See Exhibit A, Consent Order OTS Docket Number No. 06069. As a result of its unlawful conduct of the plaintiff in the instigation of the note and mortgage and in the foreclosure process, it comes to this court with unclean hands and is not entitled to the relief it seeks.

FOR A SIXTH AND AFFIRMATIVE DEFENSE

(ASSUMPTION OF RISK)

19. Plaintiff's claims are barred by the doctrine of assumption of risk.

FOR A SEVENTH AND AFFIRMATIVE DEFENSE

(CONTRIBUTORY NEGLIGENCE)

20. Plaintiff's claims are barred by the doctrine of contributory negligence.

FOR AN EIGHTH AND AFFIRMATIVE DEFENSE

(DURESS)

21. Plaintiff's claims are barred by the doctrine of duress.

FOR A NINTH AND AFFIRMATIVE DEFENSE

(FRAUD)

22. Plaintiff's claims are barred by the doctrine of fraud in the inducement.

FOR A TENTH AND AFFIRMATIVE DEFENSE

(ILLEGALITY)

23. These defendants are informed and believe that the plaintiff's conduct may have occurred by some illegal means, thereby nullifying the transaction. Accordingly, the plaintiff's claims are barred by illegality.

FOR AN ELEVENTH AND AFFIRMATIVE DEFENSE

(LACHES)

24. The plaintiff's claims are barred by the doctrine of laches.

FOR A TWELFTH AND AFFIRMATIVE DEFENSE

(MISREPRESENTATION)

25. The plaintiff's claims are barred by the doctrine of misrepresentation.

FOR A THIRTEENTH AND AFFIRMATIVE DEFENSE

(MISTAKE)

26. These defendants entered into the agreement with the plaintiff in good faith based on the faulty appraisal and other representations made by the plaintiff. As a result, the plaintiff's claims are barred by the doctrine of mistake.

FOR A FOURTEENTH AND AFFIRMATIVE DEFENSE

(WAIVER)

27. The plaintiff's claims are barred by the doctrine of waiver.

FOR A FIFTEENTH AND AFFIRMATIVE DEFENSE

(FAILURE TO MITIGATE)

28. The plaintiff's claims are barred by the doctrine of failure to mitigate.

FOR A SIXTEENTH AND AFFIRMATIVE DEFENSE

(WINDFALL)

29. Defendants are informed and believe that the plaintiff or its predecessors received at least Seven Hundred Ninety Eight Million (\$798,000,000) Dollars of taxpayer money as a result of the plaintiff's mismanagement. As a result, plaintiff would be twice made whole for the amount it claims as being due and receive a windfall at the hands of the defendants, who will be left in financial ruin if the plaintiff is successful. Equity and good conscience demand that any claim of the plaintiff be extinguished to prohibit a windfall in its favor.

FOR A SEVENTEENTH AND AFFIRMATIVE DEFENSE

(PAYMENT)

30. Plaintiff's claims are barred by the doctrine of payment.

FOR AN EIGHTEENTH AND AFFIRMATIVE DEFENSE

(ACCORD & SATISFACTION)

31. Plaintiff's claims are barred by the doctrines of accord and satisfaction.

FOR A NINETEENTH AND AFFIRMATIVE DEFENSE

(PRIOR BREACH)

32. Plaintiff's claims are barred as a result of their prior breach of the contract.

FOR A TWENTIETH AND AFFIRMATIVE DEFENSE

(FAILURE TO NAME AN INDISPENSIBLE PARTY)

33. Plaintiff's claims are barred for failure to name an indispensable party.

FOR A TWENTY- FIRST AND AFFIRMATIVE DEFENSE

(MODIFICATION)

34. Alternatively, plaintiff's claims may be barred by a modification of the agreement between the plaintiff and defendant.

**FOR A TWENTY- SECOND AND AFFIRMATIVE DEFENSE
(RIGHT TO APPRAISAL)**

35. Defendants demand all appraisal rights as allowed by law.

**FOR A TWENTY- THIRD AND AFFIRMATIVE DEFENSE
(REAL PARTY IN INTEREST)**

36. Plaintiff is not the real party in interest to this matter and the action must be dismissed.

**FOR AN TWENTY-FOURTH AND AFFIRMATIVE DEFENSE
(VIOLATION OF THE FAIR DEBT COLLECTIONS ACT)**

37. Plaintiff and its agents have, in a routine and intentional basis violated the Fair Debt Collection Act by, among other things, calling the defendant and harassing him when she instructed them to stop. Defendant's damages from the plaintiff's conduct far exceeds any amount the plaintiff could possibly be owed (which is denied). Accordingly, the plaintiff's claims should be dismissed.

**FOR TWENTY-FIFTH AND AFFIRMATIVE DEFENSE
(VIOLATION OF THE SOUTH CAROLINA FRIVOLOUS CIVIL
PROCEEDINGS SANCTIONS ACT)**

38. This action was brought under circumstances that a reasonable attorney knew or should have known did not comport with the law, did not have a good faith reason to change existing law, and/or was brought simply to harass the defendant. Plaintiff and its counsel should be sanctioned pursuant to the FCPSA to the fullest extent allowed by law, including reporting by the court to disciplinary counsel as required by law.

WHEREFORE the defendant, having fully answered the plaintiff's complaint, prays for dismissal of the case with prejudice, for judgment in favor of the defendants, for the costs and fees of this action, and for such other relief as the court deems just, prudent, and proper.

RESPECTFULLY SUBMITTED,



David K. Haller, Esquire
HALLER LAW FIRM, P.C.
115 River Landing Drive, Suite 102
Charleston, SC 29492
(843) 849-1384
dhaller@hallerlawfirm.com

July 12, 2011

Charleston, South Carolina

EXHIBIT A

UNITED STATES OF AMERICA
Before The
OFFICE OF THRIFT SUPERVISION

In the Matter of

AURORA BANK FSB

Wilmington, Delaware
OTS Docket No. 06069

)
) Order No.: NE-11-16
)
)

) Effective Date: April 13, 2011
)
)
)

CONSENT ORDER

The Office of Thrift Supervision (OTS), as part of an interagency horizontal review of major residential mortgage servicers, has conducted an examination of the residential real estate mortgage foreclosure processes of Aurora Bank FSB, Wilmington, Delaware (Association). The OTS has identified certain deficiencies and unsafe or unsound practices in the Association's residential mortgage servicing and in the Association's initiation and handling of foreclosure proceedings. The OTS has informed the Association of the findings resulting from the examination.

The Association, by and through its duly elected and acting Board of Directors (Board), has executed a "Stipulation And Consent To Issuance Of a Consent Order," dated April 13, 2011 (Stipulation and Consent), that is accepted by the OTS. By this Stipulation and Consent, which is incorporated by reference, the Association has consented to the issuance of this Consent Order (Order) by the OTS. The Association has committed to taking all necessary and appropriate steps to remedy the deficiencies and unsafe or unsound practices identified by the

OTS, and to enhance the Association's residential mortgage servicing and foreclosure processes. The Association has begun implementing procedures to remediate the practices addressed in this Order.

OTS's Findings.

The OTS finds, and the Association neither admits nor denies, the following:

1. The Association is a servicer of residential mortgages in the United States, and services a portfolio of approximately \$77 billion dollars in residential mortgage loans. During the recent housing crisis, a large number of residential mortgage loans serviced by the Association became delinquent and resulted in foreclosure actions.

2. In connection with certain foreclosures of loans in its residential mortgage servicing portfolio, the Association engaged in the following unsafe or unsound practices:

(a) filed or caused to be filed in state and federal courts numerous affidavits executed by its employees or employees of third-party service providers making various assertions, such as ownership of the mortgage note and mortgage, the amount of the principal and interest due, and the fees and expenses chargeable to the borrower, in which the affiant represented that the assertions in the affidavit were made based on personal knowledge or based on a review by the affiant of the relevant books and records, when, in many cases, they were not based on such personal knowledge or review of the relevant books and records;

(b) filed or caused to be filed in state and federal courts, or in local land records offices, numerous affidavits or other mortgage-related documents that were not properly notarized, specifically that were not signed or affirmed in the presence of a notary;

- (c) litigated foreclosure and bankruptcy proceedings and initiated non-judicial foreclosure proceedings without always ensuring that the promissory note and mortgage document were properly endorsed or assigned and, if necessary, in the possession of the appropriate party at the appropriate time;
- (d) failed to devote sufficient financial, staffing and managerial resources to ensure proper administration of its foreclosure processes;
- (e) failed to devote to its foreclosure processes adequate oversight, internal controls, policies, and procedures, compliance risk management, internal audit, third party management, and training; and
- (f) failed sufficiently to oversee outside counsel and other third-party providers handling foreclosure-related services.

Board Oversight of Compliance with Order.

- 3. Within five (5) days, the Board shall designate a committee to monitor and coordinate the Association's compliance with the provisions of this Order (Oversight Committee). The Oversight Committee shall be comprised of three (3) or more directors, which at least two (2) may not be employees or officers of the Association or any of its subsidiaries or affiliates.
- 4. Within ninety (90) days, and within thirty (30) days after the end of each quarter thereafter, the Oversight Committee shall submit a written compliance progress report to the Board (Compliance Tracking Report). The Compliance Tracking Report shall, at a minimum:
 - (a) separately list each corrective action required by this Order;
 - (b) identify the required or anticipated completion date for each corrective action; and
 - (c) discuss the current status of each corrective action, including the action(s) taken or to be taken to comply with each corrective action.

5. Within ten (10) days of receipt of the Compliance Tracking Report, the Board shall review the Compliance Tracking Report and all reports required to be prepared by this Order. Following its review, the Board shall adopt a resolution: (a) certifying that each director has reviewed the Compliance Tracking Report and all required reports; and (b) documenting any corrective actions taken. A copy of the Compliance Tracking Report and the Board resolution shall be provided to the Regional Director within five (5) days after the Board meeting at which such resolution was adopted.

6. Nothing contained herein shall diminish the responsibility of the entire Board to ensure the Association's compliance with the provisions of this Order. The Board shall review and adopt all policies and procedures required by this Order prior to submission to the OTS.

Comprehensive Action Plan.

7. Within sixty (60) days of this Order, the Association shall submit to the Regional Director an acceptable plan containing a complete description of the actions that are necessary and appropriate to achieve full compliance with this Order (Action Plan). In the event the Regional Director asks the Association to revise the Action Plan, the Association shall make the requested revisions and resubmit the Action Plan to the Regional Director within ten (10) days of receiving any comments from the Regional Director. Following acceptance of the Action Plan by the Regional Director, the Association shall not take any action that would constitute a significant deviation from, or material change to the requirements of the Action Plan or of this Order, unless and until the Association has received a prior written determination of no supervisory objection from the Regional Director.

8. The Board shall ensure that the Association achieves and thereafter maintains compliance with this Order, including, without limitation, successful implementation of the Action Plan.

The Board shall further ensure that, upon implementation of the Action Plan, the Association achieves and maintains effective mortgage servicing, foreclosure and loss mitigation activities (as used herein, the phrase "loss mitigation" shall include, but not be limited to, activities related to special forbearances, modifications, short refinances, short sales, cash-for-keys, and deeds-in-lieu of foreclosure and be referred to as either Loss Mitigation or Loss Mitigation Activities), as well as associated risk management, compliance, quality control, audit, training, staffing, and related functions. In order to comply with these requirements, the Board shall:

- (a) require the timely reporting by Association management of such actions directed by the Board to be taken under this Order;
- (b) follow-up on any non-compliance with such actions in a timely and appropriate manner; and
- (c) require corrective action be taken in a timely manner for any non-compliance with such actions.

9. The Action Plan shall address, at a minimum:

- (a) financial resources to develop and implement an adequate infrastructure to support existing and/or future Loss Mitigation and foreclosure activities and ensure compliance with this Order;
- (b) organizational structure, managerial resources and staffing to support existing and/or future Loss Mitigation and foreclosure activities and ensure compliance with this Order;
- (c) metrics to measure and ensure the adequacy of staffing levels relative to existing and/or future Loss Mitigation and foreclosure activities, such as limits for the number of loans assigned to a Loss Mitigation employee, including the single point of contact as

hereinafter defined, and deadlines to review loan modification documentation, make loan modification decisions, and provide responses to borrowers; and

(d) governance and controls to ensure full compliance with all applicable federal and state laws (including, but not limited to, the U.S. Bankruptcy Code and the Servicemembers Civil Relief Act (SCRA)), rules, regulations, court orders and requirements, as well as the Membership Rules of MERSCORP, servicing guides of the Government Sponsored Enterprises (GSEs) or investor, including those with the Federal Housing Administration and those required by the Home Affordable Modification Program (HAMP), and loss share agreements with the Federal Deposit Insurance Corporation (collectively Legal Requirements), and the requirements of this Order.

10. The Action Plan shall specify timelines for completion of each of the requirements of this Order. The timeliness in the Action Plan shall be consistent with any deadlines set forth in this Order.

Compliance Program.

11. Within sixty (60) days of this Order, the Association shall submit to the Regional Director an acceptable compliance program to ensure that the mortgage servicing and foreclosure operations, including Loss Mitigation and loan modification, comply with all applicable Legal Requirements, supervisory guidance, and the requirements of this Order and are conducted in a safe and sound manner (Compliance Program). The Compliance Program shall be implemented within one hundred twenty (120) days of this Order. Any corrective action timeframe in the Compliance Plan that is in excess of one hundred twenty (120) days must be approved by the Regional Director. The Compliance Program shall include, at a minimum:

- (a) appropriate written policies and procedures to conduct, oversee, and monitor mortgage servicing, Loss Mitigation, and foreclosure operations;
- (b) processes to ensure that all factual assertions made in pleadings, declarations, affidavits, or other sworn statements filed by or on behalf of the Association are accurate, complete, and reliable, and that affidavits, declarations, or other sworn statements are based on personal knowledge or a review of the Association's books and records when the affidavit, declaration, or sworn statement so states;
- (c) processes to ensure that affidavits filed in foreclosure proceedings are executed and notarized in accordance with state legal requirements and applicable guidelines, including jurat requirements;
- (d) processes to review and approve standardized affidavits and declarations for each jurisdiction in which the Association files foreclosure actions to ensure compliance with applicable laws, rules, and court procedures;
- (e) processes to ensure that the Association has properly documented ownership of the promissory note and mortgage (or deed of trust) under applicable state law, or is otherwise a proper party to the action (as a result of agency or other similar status) at all stages of foreclosure and bankruptcy litigation, including appropriate transfer and delivery of endorsed notes and assigned mortgages or deeds of trust at the formation of a residential mortgage-backed security, and lawful and verifiable endorsement and successive assignment of the note and mortgage or deed of trust to reflect all changes of ownership;
- (f) processes to ensure that a clear and auditable trail exists for all factual information contained in each affidavit or declaration, in support of each of the charges that are listed,

including whether the amount is chargeable to the borrower and/or claimable to the investor;

(g) processes to ensure that foreclosure sales (including the calculation of the default period, the amounts due, and compliance with notice requirements) and post-sale confirmations are in accordance with the terms of the mortgage loan and applicable state and federal law requirements;

(h) processes to ensure that all fees, expenses, and other charges imposed on the borrower are assessed in accordance with the terms of the underlying mortgage note, mortgage, or other customer authorization with respect to the imposition of fees, charges, and expenses, and in compliance with all applicable Legal Requirements and supervisory guidance;

(i) processes to ensure that the Association has the ability to locate and secure all documents, including the original promissory notes if required, necessary to perform mortgage servicing, foreclosure and Loss Mitigation, or loan modification functions;

(j) ongoing testing for compliance with applicable Legal Requirements and supervisory guidance that is completed by qualified persons with requisite knowledge and ability (which may include internal audit) who are independent of the Association's business lines;

(k) measures to ensure that policies, procedures, and processes are updated on an ongoing basis as necessary to incorporate any changes in applicable Legal Requirements and supervisory guidance;

(l) processes to ensure the qualifications of current management and supervisory personnel responsible for mortgage servicing and foreclosure processes and operations,

including collections, Loss Mitigation and loan modification are appropriate, and a determination of whether any staffing changes or additions are needed;

(m) processes to ensure that staffing levels devoted to mortgage servicing and foreclosure processes and operations, including collections, Loss Mitigation and loan modification, are adequate to meet current and expected workload demands;

(n) processes to ensure that workloads of mortgage servicing, foreclosure and Loss Mitigation and loan modification personnel, including single point of contact personnel as hereinafter defined, are reviewed and managed. Such processes, at a minimum, shall assess whether the workload levels are appropriate to ensure compliance with the requirements of this Order, and necessary adjustments to workloads shall promptly follow the completion of the reviews. An initial review shall be completed within ninety (90) days of this Order, and subsequent reviews shall be conducted semi-annually;

(o) processes to ensure that the risk management, quality control, audit, and compliance programs have the requisite authority and status within the organization so that appropriate reviews of the Association's mortgage servicing, Loss Mitigation, and foreclosure activities and operations may occur and deficiencies are identified and promptly remedied;

(p) appropriate training programs for personnel involved in mortgage servicing and foreclosure processes and operations, including collections, Loss Mitigation, and loan modification, to ensure compliance with applicable Legal Requirements and supervisory guidance; and

(q) appropriate procedures for customers in bankruptcy, including a prohibition on the collection of fees in violation of bankruptcy's automatic stay (11 U.S.C. § 362), the discharge injunction (11 U.S.C. § 524), or any applicable court order.

Third Party Management.

12. Within sixty (60) days of this Order, the Association shall submit to the Regional Director acceptable policies and procedures for outsourcing foreclosure or related functions, including Loss Mitigation and loan modification, and property management functions for residential real estate acquired through or in lieu of foreclosure, to any agent, independent contractor, consulting firm, law firm (including local counsel in foreclosure or bankruptcy proceedings retained to represent the interests of the owners of mortgages), property management firm, or other third-party (including any subsidiary or affiliate of the Association not specifically named in this Order) (Third-Party Providers). Third-party management policies and procedures shall be implemented within one hundred twenty (120) days of this Order. Any corrective action timetable that is in excess of one hundred twenty (120) days must be approved by the Regional Director. The policies and procedures shall include, at a minimum:

- (a) appropriate oversight to ensure that Third-Party Providers comply with all applicable Legal Requirements, supervisory guidance (including applicable portions of OTS Thrift Bulletin 82a), and the Association's policies and procedures;
- (b) measures to ensure that all original records transferred from the Association to Third-Party Providers (including the originals of promissory notes and mortgage documents) remain within the custody and control of the Third-Party Provider (unless filed with the appropriate court or the loan is otherwise transferred to another party), and are returned to the Association or designated custodians at the conclusion of the

performed service, along with all other documents necessary for the Association's files, and that the Association retains imaged copies of significant documents sent to Third-Party Providers;

(c) measures to ensure the accuracy of all documents filed or otherwise utilized on behalf of the Association or the owners of mortgages in any judicial or non-judicial foreclosure proceeding, related bankruptcy proceeding, or in other foreclosure-related litigation, including, but not limited to, documentation sufficient to establish ownership of the promissory note and/or the right to foreclose at the time the foreclosure action is commenced;

(d) processes to perform appropriate due diligence on potential and current Third-Party Provider qualifications, expertise, capacity, reputation, complaints, information security, business continuity and financial viability, and to ensure adequacy of Third-Party Provider staffing levels, training, work quality, and workload balance;

(e) processes to ensure that contracts provide for adequate oversight, including requiring Third-Party Provider adherence to Association foreclosure processing standards, measures to enforce Third-Party Provider contractual obligations, and processes to ensure timely action with respect to Third-Party Provider performance failures;

(f) processes to ensure periodic reviews of Third-Party Provider work for timeliness, competence, completeness, and compliance with all applicable Legal Requirements and supervisory guidance, and to ensure that foreclosures are conducted in a safe and sound manner;

(g) processes to review customer complaints about Third-Party Provider services;

- (h) processes to prepare contingency and business continuity plans that ensure the continuing availability of critical third-party services and business continuity of the Association, consistent with federal banking agency guidance, both to address short-term and long-term service disruptions and to ensure an orderly transition to new service providers should that become necessary;
- (i) a review of fee structures for Third-Party Providers to ensure that the method of compensation considers the accuracy, completeness, and legal compliance of foreclosure filings and is not based solely on increased foreclosure volume and/or meeting processing timelines; and
- (j) a certification process for law firms (and recertification of existing law firm providers) that provide residential mortgage foreclosure and bankruptcy services for the Association, on a periodic basis, as qualified to serve as Third-Party Providers to the Association including that attorneys are licensed to practice in the relevant jurisdiction and have the experience and competence necessary to perform the services requested.

Mortgage Electronic Registration System.

13. Within sixty (60) days of this Order, the Association shall submit to the Regional Director an acceptable plan to ensure appropriate controls and oversight of foreclosure activities within respect to the Mortgage Electronic Registration System (MERS) and compliance with MERSCORP's membership rules, terms, and conditions (MERS Requirements) (MERS Plan). The MERS Plan shall be implemented within one hundred twenty (120) days of this Order. Any corrective action timetable that is in excess of one hundred twenty (120) days must be approved by the Regional Director. The MERS Plan shall include, at a minimum:

- (a) processes to ensure that all mortgage assignments and endorsements with respect to mortgage loans serviced or owned by the Association out of MERS' name are executed only by a certifying officer authorized by MERS and approved by the Association;
- (b) processes to ensure that all other actions that may be taken by MERS certifying officers (with respect to mortgage loans serviced or owned by the Association) are executed by a certifying officer authorized by MERS and approved by the Association;
- (c) processes to ensure that the Association maintains up-to-date corporate resolutions from MERS for all Association employees and third-parties who are certifying officers authorized by MERS, and up-to-date lists of MERS certifying officers;
- (d) processes to ensure compliance with all MERS Requirements and with the requirements of the MERS Corporate Resolution Management System (CRMS);
- (e) processes to ensure the accuracy and reliability of data reported to MERSCORP, including monthly system-to-system reconciliations for all MERS mandatory reporting fields, and daily capture of all rejects/warnings reports associated with registrations, transfers, and status updates on open-item aging reports. Unresolved items must be maintained on open-item aging reports and tracked until resolution. The Association shall determine and report whether the foreclosures serviced by the Association that are currently pending in MERS' name are accurate and how many are listed in error, and describe how and by when the data on the MERSCORP system will be corrected;
- (f) an appropriate MERS quality assurance workplan, which clearly describes all tests, test frequency, sampling methods, responsible parties, and the expected process for open-item follow-up, and includes an annual independent test of the control structure of

the system-to-system reconciliation process, the reject/warning error correction process, and adherence to the Association's MERS Plan; and

(g) inclusion of MERS into the Association's third-party vendor management process, which shall include a detailed analysis of potential vulnerabilities, including information security, business continuity, and vendor viability assessments.

Foreclosure Review.

14. Within forty-five (45) days of this Order, the Association shall retain an independent consultant acceptable to the Regional Director to conduct an independent review of certain residential foreclosure actions regarding individual borrowers with respect to the Association's mortgage servicing portfolio. The review shall include residential foreclosure actions or proceedings (including foreclosures that were in process or completed) for loans serviced by the Association, whether brought in the name of the Association, the investor, the mortgage note holder, or any agent for the mortgage note holder (including MERS), that have been pending at any time from January 1, 2009 to December 31, 2010, as well as residential foreclosure sales that occurred during this time period (Foreclosure Review).

15. Within fifteen (15) days of the engagement of the independent consultant described in Paragraph 14, but prior to the commencement of the Foreclosure Review, the Association shall submit to the Regional Director for approval an engagement letter that sets forth:

(a) the methodology for conducting the Foreclosure Review, including: (i) a description of the information systems and documents to be reviewed, including the selection of criteria for files or aspects of files to be reviewed; (ii) the criteria for evaluating the reasonableness of fees and penalties; (iii) other procedures necessary to make the required determinations (such as through interviews of employees and third

parties and a process for the submission and review of borrower claims and complaints); and (iv) any proposed sampling techniques. In setting the scope and review methodology under clause (i) of this sub-paragraph, the independent consultant may consider any work already done by the Association or other third-parties on behalf of the Association. The engagement letter shall contain a full description of the statistical basis for the sampling methods chosen, as well as procedures to increase the size of the sample depending on results of the initial sampling;

- (b) expertise and resources to be dedicated to the Foreclosure Review;
- (c) completion of the Foreclosure Review and the Foreclosure Report within one hundred twenty (120) days from approval of the engagement letter; and
- (d) a written commitment that any workpapers associated with the Foreclosure Review shall be made available to the OTS immediately upon request.

16. The purpose of the Foreclosure Review shall be to determine, at a minimum:

- (a) whether at the time the foreclosure action was initiated or the pleading or affidavit or declaration filed (including in bankruptcy proceedings and in defending suits brought by borrowers), the foreclosing party or agent of the party had properly documented ownership of the promissory note and mortgage (or deed of trust) under relevant state law, or was otherwise a proper party to the action as a result of agency or similar status;
- (b) whether the foreclosure was in accordance with applicable federal and state laws, including, but not limited to, the U.S. Bankruptcy Code and the SCRA;
- (c) whether a foreclosure sale occurred when an application for a loan modification or other Loss Mitigation was under consideration when the loan was performing in accordance with a trial or permanent loan modification, or when the loan had not been in

default for a sufficient period of time to authorize foreclosure pursuant to the terms of the mortgage loan documents and related agreements;

(d) whether, with respect to non-judicial foreclosures, the procedures followed with respect to the foreclosure sale (including the calculation of the default period, the amounts due, and compliance with notice periods) and post-sale confirmations were in accordance with the terms of the mortgage loan and state law requirements;

(e) whether a delinquent borrower's account was only charged fees and/or penalties that were permissible under the terms of the borrower's loan documents, applicable Legal Requirements, and were otherwise reasonable and customary;

(f) whether the frequency that fees were assessed to any delinquent borrower's account (including broker price opinions) was excessive under the terms of the borrower's loan documents, applicable Legal Requirement, or were otherwise unreasonable;

(g) whether Loss Mitigation Activities with respect to foreclosed loans were handled in accordance with the requirements of the HAMP, and consistent with the policies and procedures applicable to the Association's proprietary loan modifications or other Loss Mitigation programs, such that each borrower had an adequate opportunity to apply for a Loss Mitigation option or program, any such application was handled properly, a final decision was made on a reasonable basis, and was communicated to the borrower before the foreclosure sale; and

(h) whether any errors, misrepresentations, or other deficiencies identified in the Foreclosure Review resulted in financial injury to the borrower or the mortgagee.

17. The independent consultant shall prepare a written report detailing the findings of the Foreclosure Review (Foreclosure Report), which shall be completed within thirty (30) days of completion of the Foreclosure Review. Immediately upon completion, the Foreclosure Report shall be submitted to the Regional Director and the Board.

18. Within forty-five (45) days of submission of the Foreclosure Report to the Board, the Association shall submit to the Regional Director an acceptable plan to remediate all financial injury to borrowers caused by any errors, misrepresentations, or other deficiencies identified in the Foreclosure Report by:

(a) reimbursing or otherwise appropriately remediating borrowers for impermissible or excessive penalties, fees or expenses, or for other financial injury identified in accordance with this Order; and

(b) taking appropriate steps to remediate any foreclosure sale identified in the Foreclosure Report where the foreclosure was not authorized as described in this Order.

19. Within sixty (60) days after the Regional Director provides supervisory non-objection to the plan set forth in paragraph (18) above, the Association shall make all reimbursement and remediation payments and provide all credits required by such plan, and provide the Regional Director with a report detailing such payments and credits.

Management Information Systems.

20. Within sixty (60) days of this Order, the Association shall submit to the Regional Director an acceptable plan for operation of its management information systems (MIS) for foreclosure and Loss Mitigation or loan modification activities to ensure the timely delivery of complete and accurate information to permit effective decision-making. The MIS plan shall be implemented within one hundred twenty (120) days of this Order. Any corrective action

timeframe that is in excess of one hundred twenty (120) days must be approved by the Regional Director. The plan shall include, at a minimum:

- (a) a description of the various components of MIS used by the Association for foreclosure and Loss Mitigation or loan modification activities;
- (b) a description of and timetable for any needed changes or upgrades to:
 - (i) monitor compliance with all applicable Legal Requirements, supervisory guidance, and the requirements of this Order;
 - (ii) ensure the ongoing accuracy of records for all serviced mortgages, including, but not limited to, records necessary to establish ownership and/or the right to foreclose by the appropriate party for all serviced mortgages, outstanding balances, and fees assessed to the borrower; and
 - (iii) measures to ensure that Loss Mitigation, loan foreclosure, and modification staffs have sufficient and timely access to information provided by the borrower regarding loan foreclosure and modification activities; and
- (c) the testing of the integrity and accuracy of the new or enhanced MIS to ensure that reports generated by the system provide necessary information for adequate monitoring and quality controls.

Mortgage Servicing.

21. Within sixty (60) days of the Order, the Association shall submit to the Regional Director an acceptable plan, along with a timeline, for ensuring effective coordination of communications with borrowers, both oral and written, related to Loss Mitigation or loan modification and foreclosure activities: (i) to ensure that communications are timely and effective and are designed to avoid confusion to borrowers; (ii) to ensure continuity in the handling of borrowers'

loan files during the Loss Mitigation, loan modification and foreclosure process by personnel knowledgeable about a specific borrower's situation; (iii) to ensure that reasonable and good faith efforts, consistent with applicable Legal Requirements, are engaged in Loss Mitigation and foreclosure prevention for delinquent loans, where appropriate; and (iv) to ensure that decisions concerning Loss Mitigation or loan modifications continue to be made and communicated in a timely fashion. Prior to submitting the plan, the Association shall conduct a review to determine whether processes involving past due mortgage loans or foreclosures overlap in such a way that they may impair or impede a borrower's efforts to effectively pursue a loan modification and whether Association employee compensation practices discourage Loss Mitigation or loan modifications. The plan shall be implemented within one hundred twenty (120) days of this Order. Any corrective action timeframe that is in excess of one hundred twenty (120) days must be approved by the Regional Director. The plan shall include, at a minimum:

- (a) measures to ensure that staff handling Loss Mitigation and loan modification requests routinely communicates and coordinates with staff processing the foreclosure on the borrower's property;
- (b) appropriate deadlines for responses to borrower communications and requests for consideration of Loss Mitigation, including deadlines for decision-making on Loss Mitigation activities, with the metrics established not being less responsive than the timelines in the HAMP;
- (c) establishment of an easily accessible and reliable single point of contact for each borrower so that the borrower has access to an employee of the bank to obtain information throughout the Loss Mitigation, loan modification, and foreclosure processes;

- (d) a requirement that written communications with the borrower identify such single point of contact along with one or more direct means of communication with the contact;
- (e) measures to ensure that the single point of contact has access to current information and personnel (in-house or third-party) sufficient to timely, accurately, and adequately inform the borrower of the current status of the Loss Mitigation, loan modification, and foreclosure activities;
- (f) measures to ensure that staff are trained specifically in handling mortgage delinquencies, Loss Mitigation and loan modifications;
- (g) procedures and controls to ensure that a final decision regarding a borrower's loan modification request (whether on a trial or permanent basis) is made and communicated to the borrower in writing, including the reason(s) why the borrower did not qualify for the trial or permanent modification (including the net present value calculations utilized by the Association, if applicable), by the single point of contact within a reasonable time before any foreclosure sale occurs;
- (h) procedures and controls to ensure that when the borrower's loan has been approved for modification on a trial or permanent basis that: (i) no foreclosure or legal action predicate to foreclosure occurs, unless the borrower is deemed in default on the terms of the trial or permanent modification; and (ii) the single point of contact remains available to the borrower and continues to be referenced on all written communications with the borrower;
- (i) policies and procedures to enable borrowers to make complaints regarding the Loss Mitigation or loan modification process, denial of modification requests, the foreclosure process, or foreclosure activities which prevent a borrower from pursuing

Loss Mitigation or loan modification options, and a process for making borrowers aware of the complaint procedures;

(j) procedures for the prompt review, escalation, and resolution of borrower complaints, including a process to communicate the results of the review to the borrower on a timely basis;

(k) policies and procedures to ensure that payments are credited in a prompt and timely manner, that payments, including partial payments, to the extent permissible under the terms of applicable legal instruments, are applied to scheduled principal, interest, and/or escrow before fees, and that any misapplication of borrower funds is corrected in a prompt and timely manner;

(l) policies and procedures to ensure that timely information about Loss Mitigation options is sent to the borrower in the event of a delinquency or default, including plain language notices about Loss Mitigation, loan modification, and the pendency of foreclosure proceedings; and

(m) policies and procedures to ensure that foreclosure, Loss Mitigation, and loan modification documents provided to borrowers and third-parties are appropriately maintained and tracked, that borrowers generally will not be required to resubmit the same documented information that has already been provided, and that borrowers are notified promptly of the need for additional information; and

(n) policies and procedures to consider loan modifications or other Loss Mitigation Activities with respect to junior lien loans owned by the Association, and to factor the risks associated with such junior lien loans into loan loss reserving practices, where the Association services the associated first lien mortgage and becomes aware that such first

lien mortgage is delinquent or has been modified. Such policies and procedures shall require the ongoing maintenance of appropriate loss reserves for junior lien mortgages owned by the Association and the charge-off of such junior lien loans in accordance with Federal Financial Institutions Examination Council (FFIEC) retail credit classification guidelines.

Effective Date, Incorporation of Stipulation.

22. This Order is effective on the Effective Date as shown on the first page. The Stipulation is made a part hereof and is incorporated herein by this reference.

Duration.

23. This Order shall remain in effect until terminated, modified, or suspended by written notice of such action by the OTS, acting by and through its authorized representatives.

Time Calculations.

24. Calculation of time limitations for compliance with the terms of this Order run from the Effective Date and shall be based on calendar days, unless otherwise noted.

25. The Regional Director, or an OTS authorized representative, may extend any of the deadlines set forth in the provisions of this Order upon written request by the Association that includes reasons in support for any such extension. Any OTS extension shall be made in writing.

Submissions and Notices.

26. All submissions, including any reports, to the OTS that are required by or contemplated by this Order shall be submitted within the specified timeframes.

27. Except as otherwise provided herein, all submissions, requests, communications, consents or other documents relating to this Order shall be in writing and sent by first class U.S.

mail (or by reputable overnight carrier, electronic facsimile transmission or hand delivery by messenger) addressed as follows:

(a) To the OTS¹:

Regional Director
OTS Northeast Regional Office
Harborside Financial Center Plaza 5, Suite 1600
Jersey City, New Jersey 07311

(b) To the Association:

Chief Executive Officer
Aurora Bank FSB
1271 Avenue of the Americas
New York, New York 10019

Scope of Board Responsibility.

28. In each instance in this Order in which the Board is required to ensure adherence to, and undertake to perform certain obligations of the Association, it is intended to mean that the Board shall:

- (a) authorize and adopt such actions on behalf of the Association as may be necessary for the Association to perform its obligations and undertakings under the terms of this Order;
- (b) require the timely reporting by Association management of such actions directed by the Board to be taken under the terms of this Order;
- (c) follow-up on any material non-compliance with such actions in a timely and appropriate manner; and

¹ Following the Transfer Date, *see* Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. Law No. 111-203, § 311, 124 Stat. 1520-21 (2010), all submissions, requests, communications, consents or other documents relating to this Order shall be directed to the Comptroller of the Currency, or to the individual, division, or office designated by the Comptroller of the Currency.

(d) require corrective action be taken in a timely manner of any material non-compliance with such actions.

No Violations Authorized.

29. Nothing in this Order or the Stipulation shall be construed as allowing the Association, its Board, officers, or employees to violate any law, rule, or regulation.

IT IS SO ORDERED.

OFFICE OF THRIFT SUPERVISION

By _____/s/
Michael E. Finn
Regional Director, Northeast Region

Date: See Effective Date on page 1

UNITED STATES OF AMERICA
Before The
OFFICE OF THRIFT SUPERVISION

In the Matter of)

Order No.: NE-11-16

AURORA BANK FSB)

Effective Date: April 13, 2011

Wilmington, Delaware)
OTS Docket No. 06069)
_____)

STIPULATION AND CONSENT TO ISSUANCE OF A CONSENT ORDER

The Office of Thrift Supervision (OTS) intends to impose a Consent Order on Aurora Bank FSB (Association) pursuant to 12 U.S.C. § 1818(b), for unsafe or unsound banking practices relating to mortgage servicing and the initiation and handling of foreclosure proceedings;

The Association, in the interest of compliance and cooperation, enters into this Stipulation and Consent to Issuance of a Consent Order (Stipulation) and consents to the issuance of a Consent Order (Order);

In consideration of the above premises, the OTS, through its authorized representative, and the Association, through its duly elected and acting Board of Directors, stipulate and agree to the following:

Jurisdiction.

1. The Association is a "savings association" within the meaning of 12 U.S.C. § 1813(b) and 12 U.S.C. § 1462(4). Accordingly, the Association is "an insured depository institution" as

that term is defined in 12 U.S.C. § 1813(c).

2. Pursuant to 12 U.S.C. § 1813(q), the Director of the OTS is the “appropriate Federal banking agency” with jurisdiction to maintain an administrative enforcement proceeding against a savings association. Therefore, the Association is subject to the authority of the OTS to initiate and maintain an administrative cease and desist proceeding against it pursuant to 12 U.S.C. § 1818(b).

Consent.

3. The Association, without admitting or denying any wrongdoing, consents to the issuance by the OTS of the accompanying Order. The Association further agrees to comply with the terms of the Order upon the Effective Date of the Order and stipulates that the Order complies with all requirements of law.

Finality.

4. The Order is issued by the OTS under 12 U.S.C. § 1818(b). Upon the Effective Date, the Order shall be a final order, effective, and fully enforceable by the OTS under the provisions of 12 U.S.C. § 1818(i).

Waivers.

5. The Association waives the following:

- (a) the right to be served with a written notice of the OTS’s charges against it as provided by 12 U.S.C. § 1818(b) and 12 C.F.R. Part 509;
- (b) the right to an administrative hearing of the OTS’s charges as provided by 12 U.S.C. § 1818(b) and 12 C.F.R. Part 509;

(c) the right to seek judicial review of the Order, including, without limitation, any such right provided by 12 U.S.C. § 1818(h), or otherwise to challenge the validity of the Order; and

(d) any and all claims against the OTS, including its employees and agents, and any other governmental entity for the award of fees, costs, or expenses related to this OTS enforcement matter and/or the Order, whether arising under common law, federal statutes, or otherwise.

OTS Authority Not Affected.

6. Nothing in this Stipulation or accompanying Order shall inhibit, estop, bar, or otherwise prevent the OTS from taking any other action affecting the Association if at any time the OTS deems it appropriate to do so to fulfill the responsibilities placed upon the OTS by law.

Other Governmental Actions Not Affected.

7. The Association acknowledges and agrees that its consent to the issuance of the Order is solely for the purpose of resolving the matters addressed herein, consistent with Paragraph 6 above, and does not otherwise release, discharge, compromise, settle, dismiss, resolve, or in any way affect any actions, charges against, or liability of the Association that arise pursuant to this action or otherwise, and that may be or have been brought by any governmental entity other than the OTS.

Miscellaneous.

8. The laws of the United States of America shall govern the construction and validity of this Stipulation and of the Order.

9. If any provision of this Stipulation and/or the Order is ruled to be invalid, illegal, or unenforceable by the decision of any Court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, unless the Regional Director in his or her sole discretion determines otherwise.

10. All references to the OTS in this Stipulation and the Order shall also mean any of the OTS's predecessors, successors, and assigns.

11. The section and paragraph headings in this Stipulation and the Order are for convenience only and shall not affect the interpretation of this Stipulation or the Order.

12. The terms of this Stipulation and of the Order represent the final agreement of the parties with respect to the subject matters thereof, and constitute the sole agreement of the parties with respect to such subject matters. Nothing in this Stipulation or the Order, express or implied, shall give to any person or entity, other than the parties hereto, and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Stipulation or the Order.

13. The Stipulation and Order shall remain in effect until terminated, modified, or suspended in writing by the OTS, acting through its Regional Director or other authorized representative.

14. For purposes of, and within the meaning of 12 C.F.R. §§ 563.555, 563.560, and 565.4, this Consent Order shall not be construed to be a "cease-and-desist order", "consent order", or "order", unless the OTS informs the Association otherwise.

Signature of Directors/Board Resolution.

15. Each Director signing this Stipulation attests that he or she voted in favor of a Board Resolution authorizing the consent of the Association to the issuance of the Order and the execution of the Stipulation.

WHEREFORE, the Association, by its directors, executes this Stipulation.

AURORA BANK FSB
Wilmington, Delaware

OFFICE OF THRIFT SUPERVISION

By: /s/
William A. Wesp, Chairman

By: /s/
Michael E. Finn
Regional Director, Northeast Region

Date: See Effective Date on page 1

/s/
Theodore Janulis, Director

/s/
Lana Harber, Director

/s/
Douglas Lambert, Director

/s/

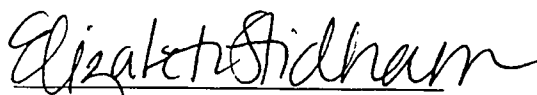
Dan Rabinowitz, Director

CERTIFICATE OF SERVICE

The undersigned employee of Haller Law Firm, P.C., hereby certifies that she served a copy of the **Answer and Affirmative Defenses of Defendants Carmen and Alan Sheppard** by placing a true and correct copy of the same in an envelope, postage prepaid, and depositing same in the United States Mail, to all parties at the address(es) indicated as follows:

John B. Kelchner, Esquire
Korn Law Firm
P.O. Box 11264
Columbia, SC 29211

FILED
2011 JUL 13 AM 10:59
JULIE J. ARMSTRONG
CLERK OF COURT



Elizabeth C. Stidham
Assistant to David K. Haller, Esquire
Haller Law Firm, P.C.
115 River Landing Drive, Suite 102
Charleston, SC 29492
843-849-1384

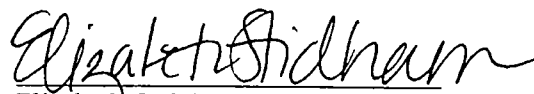
12th day of July, 2011
Charleston, South Carolina

CERTIFICATE OF SERVICE

The undersigned employee of Haller Law Firm, P.C., hereby certifies that she served a copy of the **Answer and Affirmative Defenses of Defendants Carmen and Alan Sheppard** by placing a true and correct copy of the same in an envelope, postage prepaid, and depositing same in the United States Mail, to all parties at the address(es) indicated as follows:

John B. Kelchner, Esquire
Korn Law Firm
P.O. Box 11264
Columbia, SC 29211

FILED
2011 JUL 13 AM 10:59
JULIE J. ARISTRONG
CLERK OF COURT



Elizabeth C. Stidham
Assistant to David K. Haller, Esquire
Haller Law Firm, P.C.
115 River Landing Drive, Suite 102
Charleston, SC 29492
843-849-1384

12th day of July, 2011
Charleston, South Carolina

Haller Law Firm, P.C.
Counselors at Law

David K. Haller, Esquire
Certified Civil Court Mediator

July 12, 2011

Julie Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

In Re: Aurora Loan Services, LLC v. Carmen and Alan Sheppard, et al
Case No. 2011-CP-10-4201

Dear Ms. Armstrong:

Enclosed please find an original and one copy of the Answer and Affirmative Defenses of Defendants Carmen and Alan Sheppard. Kindly file the original with your office and return a copy with your office's clocked stamp in the self-addressed postage pre-paid envelope.

Very truly yours,


Elizabeth C. Stidham
Assistant to David K. Haller

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v.

Carmen D. Sheppard a/k/a Carmen
Sheppard, a/k/a Carmen Dillard
Sheppard, Alan J. Sheppard a/k/a Alan
Sheppard, TD Bank, National
Association, LVNV Funding, LLC and
Darrell-Creek Plantation Homeowners'
Association, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2011-CP-10-4201

**PLAINTIFF'S REPLY TO ANSWER
AND AFFIRMATIVE DEFENSES
OF DEFENDANTS CARMEN SHEPPARD
AND ALAN SHEPPARD**

FILED
2011 AUG 12 AM 11:31
JULIE J. ARMSTRONG
CLERK OF COURT

**TO: DAVID K. HALLER, ATTORNEY FOR DEFENDANTS CARMEN SHEPPARD
AND ALAN SHEPPARD:**

Plaintiff, responding to the Answer and Affirmative Defenses of Defendants Carmen Sheppard and Alan Sheppard, alleges that:

1. Each allegation of the Answer and Affirmative Defenses of Defendants is denied unless specifically admitted.
2. No response is required to the allegations contained in paragraphs 1 through 36 of the Answer and Affirmative Defenses of Defendants. To the extent a response is required, Plaintiff denies any wrongdoing.
3. Plaintiff denies the allegations contained in paragraph 37 of the Answer and Affirmative Defenses of Defendants.
4. Plaintiff denies the allegations contained in paragraph 38 of the Answer and Affirmative Defenses of Defendants.

WHEREFORE, having fully responded to the allegations contained in the Answer and Affirmative Defenses of Defendants, the Plaintiff prays for the following:

- (a) That the Plaintiff be granted the relief requested in the Complaint;
- (b) For such other and further relief as the court may determine to be just and proper.

KORN LAW FIRM, P.A.



Dean A. Hayes, SC Bar No. 66066
Keller C. Foster, SC Bar No. 79640
Post Office Box 12369
Columbia, South Carolina 29211-2369
Telephone: (803) 252-5817
dean.hayes@kornlawfirm.com
ATTORNEYS FOR PLAINTIFF

August 10, 2011
Columbia, South Carolina
N:\PDVF29-05551

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v.

Carmen D. Sheppard a/k/a Carmen
Sheppard, a/k/a Carmen Dillard
Sheppard, Alan J. Sheppard a/k/a Alan
Sheppard, TD Bank, National
Association, LVNV Funding, LLC and
Darrell Creek Plantation Homeowners'
Association, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2011-CP-10-4201

CERTIFICATE OF SERVICE

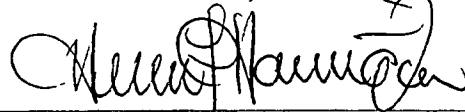
FILED
2011 AUG 12 AM 11:31
JULIE J. ADKINS-STRONG
CLERK OF COURT

I, Helen F. Harrington, an employee of the Korn Law Firm, P.A., attorneys for Plaintiff in the above-captioned action, certify that **PLAINTIFF'S REPLY TO ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANTS CARMEN SHEPPARD AND ALAN SHEPPARD** was served on counsel for Defendants by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

David K. Haller, Esquire
Haller Law Firm, P.C.
115 River Landing Drive, Suite 102
Charleston, SC 29492
ATTORNEY FOR DEFENDANTS
CARMEN SHEPPARD AND ALAN SHEPPARD

this 14th day of August, 2011.

KORN LAW FIRM, P.A.



Helen F. Harrington
Paralegal to Dean A. Hayes

Columbia, South Carolina
N:\PDF\29-05551

KORN LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29201

MAILING ADDRESS
POST OFFICE BOX 12369
COLUMBIA, SOUTH CAROLINA 29211-2369
(803) 252-5817
FACSIMILE (803) 231-2060

August 10, 2011

Charleston County Clerk of Court
100-Broad-Street, Suite 106
Charleston, SC 29401-2210

RE: Aurora Loan Services, LLC v. Carmen D. Sheppard, et. al.
C/A No: 2011-CP-10-4201
Our File No: F29-05551

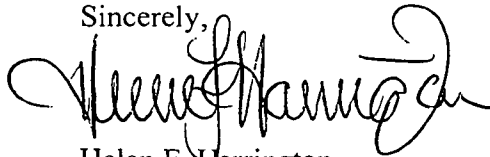
Dear Sir/Madam:

Enclosed is an original and one copy of the Plaintiff's Reply to Answer and Affirmative Defenses of Defendants Carmen Sheppard and Alan Sheppard in the above-referenced foreclosure action. Please return a clocked-in copy to us in the enclosed envelope.

By copy of this letter, we are hereby serving counsel for Defendants with a copy of Plaintiff's Reply.

Thank you for your assistance in this matter.

Sincerely,



Helen F. Harrington
Paralegal to Dean A. Hayes

Enclosures
cc(w/encl.): David K. Haller, Esquire
NAPDAF11-03451

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

[X] Plaintiff,

v.

Carmen D Sheppard, et al.

[] Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO 2011-CP-10-4201

MOTION AND ORDER INFORMATION

FORM AND COVER SHEET

name, SC Bar no. and address of plaintiff's attorney

Dean A Hayes, SC Bar No 66066
Chris S Truluck, SC Bar No 77829
Post Office Box 12369
Columbia, SC 29211
telephone (803) 252-5817 fax (803) 231-2060
e-mail: dhayes@kornlawfirm.com,
christopher.truluck@kornlawfirm.com

name, SC Bar no and address of defendants' attorney

David K Haller
Haller Law Firm P.C
115 River Landing Drive, Suite 102
Charleston, SC 29492
ATTORNEY FOR DEFENDANTS CARMEN D
SHEPPARD AND ALAN J SHEPPARD

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**

☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**

☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion Order of Reference

Estimated Time Needed 30 Minutes

Court Reporter Needed YES ☒ NO ☐

SECTION II: Motion/Order Type

☐ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order

Signature of Attorney for Plaintiff ☒ Defendant ☐

Date Submitted May 17, 2012

SECTION III: Motion Fee

☒ PAID - AMOUNT \$25.00

☐ EXEMPT

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

(check reason)

☐ Indigent Status ☐ State Agency v Indigent Party

☐ Sexually Violent Predator Act ☐ Post Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCPP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter. _____

☐ Other.

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order

☐ Other.

JUDGE

CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by _____
(print name)

Date File

☐ MOTION FEE COLLECTED:

☐ CONTESTED - AMOUNT DUE:

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a Carmen
Dillard Sheppard, Alan J Sheppard a/k/a Alan Sheppard, TD
Bank, National Association, LVNV Funding, LLC and
Darrell Creek Plantation Homeowners' Association, Inc ,

Defendants

F11-03451

IN THE COURT OF COMMON PLEAS

**MOTION AND MANDATORY
ORDER OF REFERENCE**

(NON-JURY MORTGAGE
FORECLOSURE)

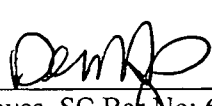
C/A No.: 2011-CP-10-4201

DEFICIENCY WAIVED

It appearing, pursuant to Rule 53, SCRCP, that the Plaintiff moves for a hearing that the foreclosure issue in this action be mandatorily referred to the Honorable Mikell R. Scarborough, as Master-In-Equity for Charleston County, and that the Master-In-Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules; now, on motion of the undersigned attorney for the Plaintiff.

This motion is made pursuant to applicable South Carolina case law, the pleadings in this case, and the South Carolina Rules of Civil Procedure.

KORN LAW FIRM, P.A.



Dean A. Hayes, SC Bar No: 66066
Christopher S. Truluck, SC Bar No: 77829
1300 Pickens Street
Post Office Box 12369
Columbia, SC 29211-2369
Telephone. (803) 252-5817
Facsimile (803) 231-2060
ATTORNEYS FOR PLAINTIFF
May 7, 2012

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2012 MAY 29 PM 3:57

FILED

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v.

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard, Alan J. Sheppard
a/k/a Alan Sheppard, TD Bank, National
Association, LVNV Funding, LLC and Darrell
Creek Plantation Homeowners' Association, Inc.,

Defendants.

F11-03451

IN THE COURT OF COMMON PLEAS

CERTIFICATE OF SERVICE

C/A No.: 2011-CP-10-4201

DEFICIENCY WAIVED

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2012 MAY 29 PM 3:57

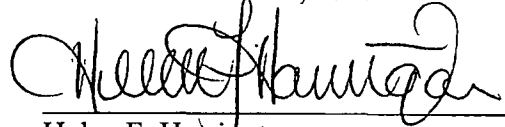
FILED

I, Helen F. Harrington, an employee of the Korn Law Firm, P.A., attorneys for Plaintiff in the above-captioned action, certify that **PLAINTIFF'S MOTION AND MANDATORY ORDER OF REFERENCE** was served on Counsel for Defendant Steve Smith by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

David K. Haller
Haller Law Firm P.C.
115 River Landing Drive, Suite 102
Charleston, SC 29492

this 25th day of May, 2012.

KORN LAW FIRM, P.A.



Helen F. Harrington
Paralegal to Dean A. Hayes

Columbia, South Carolina
N \PD\F11-03451

KORN LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29201

MAILING ADDRESS
POST OFFICE BOX 12369
COLUMBIA, SOUTH CAROLINA 29211-2369
(803) 252-5817
FACSIMILE (803) 231-2060

May 25, 2012

Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2210

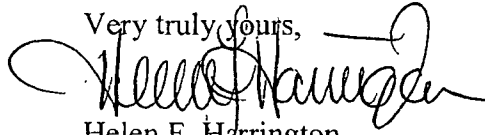
Re: **Aurora Loan Servicing, LLC v. Carmen D. Sheppard, et. al.**
C/A No: 2011-CP-10-4201
Our File No: F11-03451

Dear Sir/Madam:

Enclosed in connection with the above-referenced foreclosure action is an original and one copy each of a motion slip and Plaintiff's Motion and Mandatory Order of Reference, along with our firm's check in the amount of \$25.00. Please return a clocked-in copy to us in the enclosed envelope and schedule this motion for a hearing.

By copy of this letter, we are serving counsel of record with a copy of Plaintiff's motion.

Thank you for your assistance in this matter.

Very truly yours,

Helen F. Harrington
Paralegal to Dean A. Hayes

Enclosures
cc (w/encl.): David K. Haller, Esquire

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Aurora Loan Services, LLC

☒ Plaintiff,

vs.

Carmen D. Sheppard, et al.,

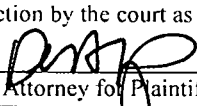
☐ Defendants.

check box above indicating submitting party

) IN THE COURT OF COMMON PLEAS

) CASE NO. 2011-CP-10-04201

) **MOTION AND ORDER INFORMATION**
) **FORM AND COVER SHEET**

<u>name, SC Bar no. and address of plaintiff's attorney</u> Dean A. Hayes, SC Bar No. 66066 Korn Law Firm, P.A. Post Office Box 12369, Columbia, SC 29211 telephone: (803) 252-5817 fax: (803) 779-2845 e-mail: dean.hayes@kornlawfirm.com		<u>name, SC Bar no. and address of defendants</u> David K. Haller, Esquire Haller Law Firm, P.C. 115 River Landing Drive, Suite 102 Charleston, SC 29492	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information Nature of Motion: <u>Motion for Summary Judgment</u> Estimated Time Needed: 30 minutes Court Reporter Needed: YES ☒ NO ☐			
SECTION II: Motion/Order Type ☒ Written motion attached ☐ Form Motion/Order: I hereby move for relief or action by the court as set forth in the attached proposed order.  _____ Signature of Attorney for Plaintiff <u>6/3/13</u> _____ Date Submitted			
SECTION III: Motion Fee ☒ PAID – AMOUNT: \$25.00 ☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect (check reason) ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE: _____ Date: _____	
CLERK'S VERIFICATION Collected by: _____ Date File: _____ (print name) ☐ MOTION FEE COLLECTED: ☐ CONTESTED – AMOUNT DUE:			

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard, Alan J.
Sheppard a/k/a Alan Sheppard, TD Bank
National Association, LVNV Funding LLC, and
Darrell Creek Plantation Homeowners
Association, Inc.,

Defendants.

F11-03451

IN THE COURT OF COMMON PLEAS

C/A No: 2011-CP-10-04201

**PLAINTIFF'S
NOTICE OF MOTION
AND MOTION
FOR SUMMARY JUDGMENT**

FILED
2013 JUN -5 PM 2:39
J. ARMSTRONG
CLERK OF COURT

TO: DAVID K. HALLER, ATTORNEY FOR DEFENDANTS CARMEN AND ALAN SHEPPARD:

YOU WILL PLEASE TAKE NOTICE that the attorney for Plaintiff will, on the 10th day after service hereof, or as soon thereafter as counsel may be heard, move before the Court, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, for an Order granting Plaintiff summary judgment against Defendants Carmen D. Sheppard and Alan J. Sheppard.

This motion is made on the grounds that no material facts are in genuine dispute and based on these facts, Plaintiff is entitled to judgment as a matter of law.

This motion is based on the attached affidavit of debt, pleadings in this case, and applicable South Carolina case and/or statutory law.

KORN LAW FIRM, PA



Dean A. Hayes, SC Bar No: 66066
1300 Pickens Street
Post Office Box 12369
Columbia, SC 29211-2369
Telephone: (803) 252-5817
ATTORNEY FOR PLAINTIFF

June 3, 2013
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard, Alan J.
Sheppard a/k/a Alan Sheppard, TD Bank
National Association, LVNV Funding LLC,
and Darrell Creek Plantation Homeowners
Association, Inc.,

Defendants.

F11-03451

IN THE COURT OF COMMON PLEAS

C/A No: 2011-CP-10-04201

CERTIFICATE OF SERVICE

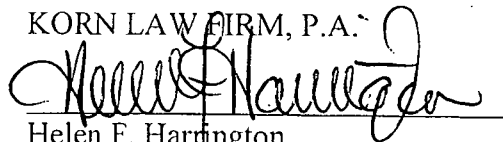
FILED
2013 JUN -5 PM 2:40
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

I, Helen F. Harrington, an employee of the Korn Law Firm, P.A., attorneys for plaintiff in the above-captioned foreclosure action, certify that **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**, and Affidavit of Debt were served on counsel for the defendant by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

David K. Haller, Esquire
Haller Law Firm, P.C.
115 River Landing Drive, Suite 102
Charleston, SC 29492
ATTORNEY FOR DEFENDANTS CARMEN
AND ALAN SHEPPARD

this 3d day of June, 2013.

KORN LAW FIRM, P.A.



Helen F. Harrington
Paralegal to Dean A. Hayes

Columbia, South Carolina

KORN LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29201

MAILING ADDRESS
POST OFFICE BOX 12369
COLUMBIA, SOUTH CAROLINA 29211-2369
(803) 252-5817
FACSIMILE (803) 231-2060

June 3, 2013

Charleston County Master-In-Equity
100 Broad Street Suite 266
Charleston, South Carolina 29401-2210

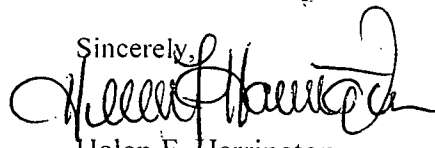
RE: **Aurora Loan Services, LLC v. Carmen D. Sheppard, et al.**
C/A NO: 2011-CP-10-04201
Our File No: F11-03451

Dear Sir/Madam:

Enclosed in connection with the referenced foreclosure action is an original and one copy each of a motion slip, Plaintiff's Notice of Motion and Motion for Summary Judgment and an Affidavit of Debt, along with our firm's check in the amount of \$25.00. Please return the clocked-in copies to us in the enclosed envelope and place on the contested roster for a motion hearing.

By copy of this letter we are serving a copy of Plaintiff's Motion for Summary Judgment and Affidavit of Debt on counsel of record.

Thank you for your assistance in this matter.

Sincerely,

Helen F. Harrington
Paralegal to Dean A. Hayes

HFH/jh
Enclosures
cc: David K. Haller, Esquire (w/enclosures)

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Nationstar Mortgage, LLC,)

Plaintiff,)

vs.)

Sheppard and others)

Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-10-4201

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

Dean Hayes, Bar No. _____

Address:

1300 Pickens Street, Columbia, SC 29201

Phone: _____ Fax _____

E-mail: _____ Other: _____

Defendant's Attorney:

David K. Haller, Bar No. 13411

Address:

115 River Landing Dr., Ste. 102, Charleston, SC 29492

Phone: 8438491384 Fax _____

E-mail: dhaller@hallerlawfirm.com Other: _____

☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: To Be Relieved As Counsel

Estimated Time Needed: 15 minutes

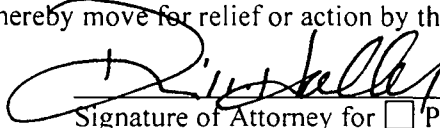
Court Reporter Needed: ☒ **YES** / ☐ **NO**

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.



Signature of Attorney for ☐ Plaintiff / ☒ Defendant

Aug. 27, 2013
Date submitted

SECTION III: Motion Fee

☐ **PAID – AMOUNT:** \$ _____

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ **MOTION FEE COLLECTED:** \$ _____

☐ **CONTESTED – AMOUNT DUE:** \$ _____

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,

Plaintiff,

versus

Carmen Sheppard,

Defendant.

COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2011-CP-10-4201

**MOTION TO BE RELIEVED AS
COUNSEL FOR THE DEFENDANT**

FILED
2013 AUG 29 PM 1:53
JULIE J. ARMSTRONG
CLERK OF COURT

TO: DEAN A. HAYES, COUNSEL FOR THE DEFENDANT

YOU WILL PLEASE TAKE NOTICE that counsel for defendant Carmen Sheppard will move, in ten (10) days at the Charleston County Courthouse, or at such other time and place as the Court deems property for an order pursuant to SCRCP Rule 11 relieving David K. Haller and Haller Law Firm, PC as counsel for the defendant. Counsel submits to the Court that professional considerations, unrelated to fee issues, make continuation of the representation impossible. Should the court require further explanation, counsel requests the same be made in camera.

Further, counsel requests all pending matters be held in abeyance for a period of 30 days after relief to enable the defendant to obtain new counsel, if possible.

Prayer and Signature Block Continue Next Page

1 of 2

WHEREFORE counsel prays for the relief requested herein and such other relief as the court deems just, prudent, and proper.

HALLER LAW FIRM, P.C.



David K. Haller

115 River Landing Drive, Suite 102

Charleston, SC 29492

(843) 849-1384

(843) 853-9377 FACSIMILE

27th day of August, 2013

Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on 8/27/13 I caused to be
(mailed) (delivered) (faxed) a true copy of the
foregoing pleading(s) to each counsel of record.


Legal Assistant for (Plaintiff) (Defendant)

Haller Law Firm, P.C.

Counselors at Law

David K. Haller
Certified Civil Court Mediator

August 27, 2013

Julie J. Armstrong, Clerk of Court
100 Broad Street
Charleston, SC 29401

Re: Nationstar Mortgage v. Sheppard, et al.
Case No. 2011-CP-10-4201

Dear Madame Clerk:

Enclosed for filing with your office please find the original and one (1) copy of the Motion to be Relieved As Counsel in the above matter. Please file the original and return the copy in the enclosed self-addressed stamped envelope provided.

By copy of this letter, I am serving opposing counsel and defendants Carmen and Alan Sheppard.

Thank you for your assistance with this matter.

Very Truly Yours,



David K. Haller

Enclosures

cc: Dean A. Hayes, Esq.
Carmen Sheppard (by certified mail)
Alan Sheppard (by certified mail)

STATE OF SOUTH CAROLINA

COUNTY OF

Charleston

Nation Star

Plaintiff,

vs.

Carmen & Alan Sheppard

Defendant.

IN THE COURT OF COMMON PLEAS

10th JUDICIAL CIRCUIT

CASE NO.: 2011-CP-100-4201

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff's Attorney:

Bar No.

Address:

Phone:

Fax:

E-mail:

PROSE ALAN
SHEPPARD
462 Commonwealth Rd
Mt Pleasant SC 29466
843 224-9169

Defendant's Attorney:

Bar No.

Address:

Phone:

Fax:

E-mail:

Dean Hays

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion:

Estimated Time Needed:

Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Alan Sheppard

Signature of Attorney for ☐ Plaintiff/☐ Defendant

8-10-1-13

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$

25.00

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

NationStar Bank)

Plaintiff,)

vs.)

Alan and Carmen Sheppard)

Defendants.)

IN THE CIRCUIT COURT

CASE NO.: 2011-CP-100-4201

MOTION FOR NEW TRIAL

FILED
2013 OCT -1 PM 4:15
JULIE J. ARMSTRONG
CLERK OF COURT

This matter is before the Court, pursuant to THE SUMMARY JUDGEMENT filed by the Plaintiff, NationStar and its representative, Dean Hayes, ("Plaintiff"). The Plaintiff has made numerous requests to the Master in Equity during the hearing in September 2013 after the Defendants counsel asked to be removed. The removal of Counsel being granted by the Master in Equity has left Defendants Alan and Carmen Sheppard in the middle of a complex litigation for their primary residence that is being ruled on without details significant to the matter of law at hand being raised by previous counsel due to conflict and fees due from all matters that have been raised in conjunction with this case. Neither Defendants, Alan nor Carmen Sheppard are lawyers and the Defendants have had numerous legal actions forced upon them during the time that previous counsel had remained as counsel and partially represented them at best. It is for this reason that the MOTION for a NEW TRIAL is served on the court. The defendants are currently working to find legal counsel to formally repudiate the actions of previous counsel and make Judicial Note of the actions that have been left out of the current foreclosure hearing.

The defendants request access to justice in the foreclosure of their primary owner/occupied residence and will address each of these actions raised in the MOTION for a NEW TRIAL.

The Plaintiff's Affidavit from NationStar and Motion for Summary judgment both served on the Court on June 6 2013 have had zero attention from Defendants previous counsel. As such none of the Defendants intentions, conflicts, rights or right to procedural due process have been expressed or preserved. For this reason, upon learning of the unauthorized act of our previous counsel and intent not to be bound thereby of the outcome Granted in the Plaintiffs Summary Judgment, The Defendants repudiate this act and any other action taken to date by the Plaintiff's counsel promptly. Citing (*Foxworth v. Murchison Nat. Bank*, 134 S.E. 428, 136 S.C. 458 (S.C. 1926))

1. **2011-05-02-01, The Supreme Court of South Carolina Mortgage Foreclosure Actions**
 - a. "Foreclosure intervention" shall include any policy, process or procedure employed by a Mortgagee for the purpose of seeking a resolution of a foreclosure action by loan modification or other means of loss mitigation. The Defendants have never received any "Foreclosure Intervention" on their home, "Owner-Occupied dwelling" is defined as mortgaged real property that is the principal residence of any mortgagor. Upon notice of the September 2013 hearing the Defendants see that NationStar's name has replaced Aurora as the loan servicer and contacts NationStar direct via website's 800 number. The Defendant was invited to work out a loan modification on or about August 28 2013 and put together preliminary figures that led the Defendants Loss Mitigation Officer from NationStar to open a Loan Modification file and begin working with the Defendants September 27 2013. According to the 2011-05-02-01 SCSC Mortgage Foreclosure Action Section B,1, **All proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention. The past hearing and the hearing scheduled the first week in October 2013 are a direct conflict to the stay in this Act and the defendants want to make Judicial Note of both conflicts with the 2011-05-02-01 Act**
2. The Defendants contacted NationStar on their own accord to inquire why the Defendants could not work out a Modification of some kind due to the Extraordinary circumstances cast upon them in the Defendants pending case that has been dismissed and marked "Ended" on numerous occasions while still pending an Appeal in Charleston County Court Case # 2011-CP-10-4537 that has a direct effect on the Defendant pending foreclosure. After learning of the pending case NationStar has provided Access to Justice to the Defendants in the form of a pending "Foreclosure intervention" that includes a loan Modification. NationStar has informed the Defendants that Court Actions have stopped now that the Loan Modification is in progress while the Plaintiff's Counsel and Charleston County Court's MIE continues to proceed with Foreclosure and Assigning Tax implication along with changing basic \$\$ figures to the foreclosure that are way above the comprehension of the Defendants while the Defendant continues to reach out to capable lawyers to represent them in the complexities involved in this case. When Defendants contacted the Plaintiff's counsel to discuss the modification the conversation was defined as having no meaning or relevance towards the ongoing hearings. A clear breach of Due Process and outside the definitions of the SC Supreme Court Mortgage Foreclosure Actions.
3. **SCSC2011-05-02-01 B-1-C, States-** Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee. Clearly not true in this case. The defendants want to Make Judicial Note of the crude acts toward the Defendants taken on behalf of Aurora Mortgage that were clearly

outside of any full and fair opportunity in dealings with the Defendants. Further that the Previous Counsel has never made any judicial notes at all regarding the issues and pending actions ongoing with the court so much so that new counsel will need time to simply understand what has not been done for the Defendants and what has been done to the Defendants while previous counsel was not engaging the court. This has ill effects on the Defendants and has caused the Defendants significant hardship as the numerous cases thought to have been properly defended have continued to cause a backed up stack of unresolved matters of law. These legal actions need professional legal attention. This has left the Defendants in a frenzy trying to comply with the Rules of Court on numerous claims simultaneously and is far from a "full and fair opportunity "

4. The Court improperly granted a motion for summary judgment when The Defendant made note during the hearing on or about August 28 2013, which Foreclosure Intervention had begun with the talks between the Defendant and NationStar. This alone should have "stayed" the Hearing according to SCSC Mortgage foreclosure Act. Previous Counsel had emails directing him to submit affidavits and other admissions on file, to show that there "is" genuine issues as to any material fact and that the moving party is not entitled to a summary judgment as a matter of law." Rule 56(c), SCRCP. (Specific issues follow) Clearly there have been some with holding of the Defendants current status regarding pending actions, available foreclosure intervention assistance, etc, etc, etc... that has caused a shift in the balance of justice that can only be corrected by a New Trial in Circuit Court.
5. The previous counsel has taken on his own initiative without a notice to the Defendants regarding this case and other pending cases that were completely resolved but continue to be called back to court. After the repossession of the Defendants primary vehicle in case # 2010CP1007009 that satisfied the Judgment in full. The Defendants reached out to previous counsel to get the details of what is being done for the continued legal assault from the numerous cases. The Defendants were put on notice that previous counsel is "unable to help you any further without being paid. My schedule is too busy to put your case in front of other without being retained formally." Leaving the Defendants in an unfair advantage that can only be sorted out in Circuit Court with a New Trial.
6. The Master in Equity submitted an "Order to Recuse" himself due to the individuals involved in the pending case and I forwarded it to previous counsel in order to show that the MIE has a conflict from the pending case and it has never been submitted. All of the same individuals involved in the original action that the MIE recused himself from are under Federal legal review that finds the same conflict at hand and is another basis for the Defendants Motion for a New Trial in Circuit Court. Previous Counsel was fully informed and has left the Defendants in an unfair advantage.
7. Darrell Creek Homeowners Association, Inc. is noted as a party to the Plaintiffs. Darrell Creek Homeowners Association, Inc. and the Defendants have a mutual release that shows The Defendants are not subject to the Restrictions and fees that is part of the record but continues to show up as a party to Action to the Mortgage company and is another resolved case that is still being pursued in another unresolved matter of law in connection with Charleston County Court that

- need to be resolved in a New Trial in Circuit Court
8. The Equity loan listed under TD Bank previously Carolina First Bank is another unresolved matter of law looked over by previous counsel and has significant legal implication involving the current foreclosure proceedings. As the Defendant made note of in the hearing held on or about August 28 2013, the foreclosure and repossession of the Defendants North Carolina Farm that never had a mortgage note on it is being reviewed due to the similarity of documents used on the equity loan being from this same bank. These documents are being reviewed to confirm whether they were used to prepare closing documents to the Defendants North Carolina Farm that Defendants were not a party to. This clearly leaves considerable questions to the matter of law at hand and is another basis to the Motion for a New Trial to be answered in the circuit court with a jury.
 9. Due to the numerous cases that The Defendants have been subject of and due to this extraordinary information significant to the matter of law at hand that was sent to the Defendants previous counsel having not been made note of in these hearings, the Defendants have made a Motion for a New Trial so that the Defendants may be afforded a full and fair trial according to the laws of the State of South Carolina in compliance with the SCSC Mortgage foreclosure Act..

For the reasons set forth above, the Defendants request that the Motion for a New Trial should be granted.



Alan Joseph Sheppard
ProSe Litigant
462 Commonwealth Rd.
Mt. Pleasant, SC 29466
(843) 224-9169
alanjosephsheppard@gmail.com

Mt. Pleasant, SC
30 day of September, 2013.

PROOF OF SERVICE

THE STATE OF SOUTH CAROLINA
In The Circuit Court

CHARLESTON COUNTY
Master in Equity

Scarborough, Mikell R., Master in Equity

Case No. 2011-CP-100-4201

NATIONSTAR MORTGAGE
COUNSEL, DEAN HAYES

Plaintiff

v.

CARMEN SHEPPARD
ALAN SHEPPARD

Defendants

PROOF OF SERVICE

I certify that I have served the MOTION FOR A NEW TRIAL on PLAINTIFFS' by depositing a copy of it in the United States Mail, postage prepaid, on September 30, 2013, addressed to their attorney of record, Dean A. Hayes, (addresses below)

September 30, 2013

s/ 

ALAN SHEPPARD,
462 Commonwealth Rd.
Charleston, South Carolina 29466
(843) 224-9169,
alanjosephsheppard@gmail.com
Defendant

CC; Honorable Scarborough, Mikell R
Dean Hayes
Rosalyn W. Frierson

FILED
2013 OCT -1 PM 4:15
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Dean A. Hayes
Korn Law Firm, P. A.
1300 Pickens Street
P.O. Box 12369 (29211)
Columbia, SC 29201
Telephone: (803) 231-2022
Facsimile: (803) 231-2060
Email: dean.hayes@kornlawfirm.com

The Honorable Mikell R. Scarborough
100 Broad St Ste 266
Charleston, SC 29401-2243
OFFICE: (843) 958-5070
FAX: (843) 958-5077

Rosalyn W. Frierson
Director
South Carolina Court Administration
1015 Sumter Street, Suite 200
Columbia, South Carolina 29201-3739

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Alan and Carmen Sheppard

APPELLANT

VS.

NationStar Mortgages,
Counsel Dean Hayes

RESPONDENT(S)

2011-CP-10-4201
CIRCUIT COURT CASE NUMBER

2011-CP-100-4201

Master in Equity

Mikel Scarborough

IN THE CIRCUIT COURT
OF
CHARLESTON SC

NOTICE OF APPEAL

BY

FILED
2013 DEC 23 PM 3:55
JULIE J. ARMSTRONG
CLERK OF COURT

The defendant Carmen and Alan SHEPPARD hereby gives notice of appeal from the judgment of the Master in Equity's court in the above action, to the Circuit Court, in the County of CHARLESTON.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 25TH day of December, 2013.

The appellant's exceptions to the judgment of the Master in Equity are set forth as follows:

On Jul 19, 2013 Appellants were informed by the lawyer who had reviewed the numerous issues included in this appeal that he could no longer represent Sheppard's in the matters in the court as he was, "unable to help you any further without being paid". Same counsel notified the court on August 29 2013 and noticed Appellants that it would be in their best interest to attend as the Judge can rule on his own and this would be the only time to inform the court of the information that are relevant to this foreclosure. Appellants made note of several items during the hearing that were of significant relevance to the foreclosure. Some of the items were not given the time of the court after a mention of sensitive items. The information relevant follows;

Appellants made note to Master in Equity Scarborough that there were several items that have not been brought to the courts attention because of lack of payment to previous counsel when the Motion to Withdraw states clearly, "Not because of Payment issues". The Withdrawal is because of the sensitivity of several of the issues that previous Counsel either tried to present or feared the repercussion that has come to others who represent Sheppard's after the Whistle Blowing he has stood firm on. The issues are as follows;

1. Plaintiff's Affidavit from NationStar and Motion for Summary Judgment both served on the Court on June 6 2013 have had zero attention from Appellants previous counsel.

The Appellants repudiate this act and any other action taken to date by the Plaintiff's

counsel promptly. Citing (*Foxworth v. Murchison Nat. Bank*, 134 S.E. 428, 136 S.C. 458 (S.C. 1926)) and file a "Motion for a New Trial" within 5 days as require by SCCR____ and allow Appellant to engage a lawyer to represent them in a case a sensitive as their primary residence.

2. 2011-05-02-01, The Supreme Court of South Carolina Mortgage Foreclosure Actions. "Foreclosure intervention" shall include any policy, process or procedure employed by a Mortgagee for the purpose of seeking a resolution of a foreclosure action by loan modification or other means of loss mitigation. The Appellants have never received any "Foreclosure Intervention" on their home.
 - a. Appellants have never been served with "Notice of Rights" as the Order dated November 25 2013 states.
 - b. Appellants were not aware that their case involving numerous issues of conflict, false signatures on loan documents, have not been brought to the courts attention by previous counsel. Along with these, Appellants have prepared packages and supplied documentation, hardship letters, along with copied loan documentation used to compile forged loans and prayers for review of these sensitive documents. None have ever seen the light of day regarding the court in what seems to be the heart of the matter at hand yet still a complete denial.
3. During the only hearing in September 2013 that Appellants were noticed of on August 29 2013 Judge Scarborough informed both parties that they could speak to each other to work through anything needing attention as Appellants were not lawyers. After beginning to make note of additional relevant matters of law at hand included in Appeal, NationStar Counsel makes note of moving the foreclosure to the first of next year. When Judge Scarborough hears the list of sensitive information relevant to Appellants foreclosure, Appellant is cut short and the date for the sale would be moved up to middle of December 2013. A clear shock to Appellant and Plaintiff's Counsel who tried to defuse the action by looking over to Appellant and telling him that " We're not going to foreclose on you home over Christmas."
4. Appellant contacted counsel for NationStar and Appellants were informed that there was really no reason to discuss the matters that Appellants "Think" are relevant as the judge has ruled and NationStar does not have to offer Appellants a loan modification. Counsels for NationStar simply assured Appellants that foreclosure sale would not occur over Christmas and ended the call.
5. The Appellants contacted NationStar on their own accord after the realization that previous counsel is conflicted and intends to withdraw at the hearing inquire as to why the Appellants could not work out a loan modification of some kind due to the Extraordinary circumstances cast upon them in the Appellants pending case. The case is plagued with untimely dismissals and marked "Ended", both on numerous occasions while still pending in Charleston County Court Case # 2011-CP-10-4537, currently in an Appeal with SCCA yet still marked ended by Charleston County Clerk of Court. NationStar has provided Appellant pending "Foreclosure intervention" that began with a loan Modification review starting the day after Appellants are noticed to attend the

hearing where their counsel will withdraw representation. Preliminary Loan Modification approval is given September 5th 2013 along with a note from NationStar that Foreclosure is on hold. Notice falls of deaf ears while the court continues to proceed with Foreclosure and Assigning Tax implication along with changing the mortgage amount from \$880,000 to \$1,175,196.92 . In addition adding a judgment for the same amount in the figures to the foreclosure that are way above the comprehension of the Appellant while the Appellant continues to reach out to capable lawyers to represent them in the complexities involved in this case. A clear breach of Due Process according to the SCSC Mortgage Foreclosure Actions.

6. **SCSC2011-05-02-01 B-1-C**, States- *Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee.* Clearly not true in this case.
7. _ The Court improperly granted a motion for Summary Judgment when The Appellant made note that Foreclosure Intervention had just begun one day prior with the talks between the Appellant and NationStar. Previous Counsel had emails directing him to submit affidavits and other admissions on file, to show that there "is" genuine issue as to any material fact and that the moving party is not entitled to a judgment as a matter of law." Rule 56(c), SCRCP. Clearly there have been some with holding of the Appellants current status regarding pending actions, available foreclosure intervention assistance, financial package, entitlements of the property, and several others... that has caused a shift in the balance of justice that can only be corrected by a New Trial.
8. _ The previous counsel has taken on his own initiative without a notice to the Appellants regarding this case and two other cases where previous counsel responded to Appellants request for action with payment request leaving the cases to implode on Appellants. Another pending case that was completely resolved but continues to be called back to court after the repossession of the Appellants primary vehicle in case # 2010CP1007009 that satisfied the Judgment in full. After reaching out to previous counsel to get the details of what is being done for the continued legal assault, the Appellants were put on notice that previous counsel is again "unable to help you in these legal matters any further without being paid. My schedule is too busy to put your case in front of other without being retained formally." Leaving the Appellants in an unfair advantage to matters of law that can only be sorted out by a jury in Circuit Court with a lawyer representing Appellants.
9. _ The Master in Equity submitted an Order to Recuse himself due to the individuals involved in the pending case and I forwarded it to previous counsel in order to show that the MIE has a conflict from the pending case. Previous counsel informed appellants that he would ask for a hearing to present the conflict then made calls for payment in advance of the hearing. To date neither the conflict nor the request for Judge Scarborough's recusal has never been submitted as far as Appellants know. It remains a conflict.

10. _ Darrell Creek Homeowners Association, Inc. and the Appellants have a mutual release that shows The Appellants are not subject to the Restrictions and fees that is part of this record. It is included as a party to the Action to the Mortgage Company and is another resolved case that is still being pursued in an unresolved matter of law in connection with Charleston County Court cases.
11. _ The Equity loan listed under TD Bank previously Carolina First Bank is another action looked over by previous counsel and has significant legal implication involving the current foreclosure proceedings. The foreclosure and repossession of the Appellants North Carolina Farm that never had a mortgage note on it needs to be reviewed due to the documents used on the equity loan and the farm seem to be the same as Appellants never attended a closing . Both are from this same bank and were used to prepare closing documents to the Appellants North Carolina Farm and clearly leave considerable questions to the matter of law to be answered in the circuit court with a jury and a lawyer present for the Appellants.
12. Due to the numerous cases that The Appellants have been subject of and due to this information that was sent to previous counsel having not been made note of in these hearings at hands, the Appellants have made a Motion for a New Trial within 5 days so that the Appellants may be afforded a full and fair trial according to the laws of the State of South Carolina.
13. _ While Appellants waited for the response from the Motion for New Trial several hearing were conducted without Appellants notice or participation. Actions on Plaintiff's and MIE's behalf are detrimental to Appellants case and were never given a chance to be presented to a lawyer by Appellants.
 - a. The principle amount of the house is raised by approximately \$300,000.00,
 - b. The predatory loan practices are the only explanation for an \$880,000.00 mortgage provided to a School Teacher on a \$40,000.00 a year salary with total assets to include the primary residence alone.
 - c. Appellants provided Aurora Loan Services four full packages for a loan modification and Aurora agreed to modify these loans if significant moneys are paid up front. Upon Appellants payments (ranging from \$8,000.00 to \$27,000.00) Aurora would insist upon another loan modification package. Because Appellants office was in the law office suite of CC Harness III, several lawyers were overlooking all of Appellants documentation. Previous Counsel initiated contact with Aurora on his own accord to "Take care of this crap" and it became overbearing with the pending case and Appellants business associate CC Harness III passing away. Appellants have continued to work on the second dwelling and loan modification of their primary residence that has appraisals showing comps from \$1 million to over \$3 million due to the unique waterfront and island on highland of approximately 2 acres. Appellants were never made aware of mortgage assigned to NationStar in any way.

- d. The first priority lien has been the focus of Appellants who have committed to whatever is needed to secure their HOME. Yet information to and from the court has halted
 - e. Plaintiffs have targeted Appellants last asset and primary residence as the plaintiff is "arranging and coordinating the amount to be bid by plaintiff" at the sale where plaintiff can get hold of the property that will make their books look better with the great deal they are getting on the Appellants foreclosure.
 - f. Tax implications beyond Appellants comprehension are imposed increasing to mortgage of the Appellants primary residence by approximately \$300,000.00 and include items of the likes of "Corporate Advances of \$4,665.87" and have caused Appellants to struggle and grieve right up through till the day prior to Christmas Eve when this Notice of Appeal is due.
 - g. Carolina first Loan Case # 09-CP-10-6666 conflicts are ignored and simply piled on to Appellants after cries for help are shutout
 - h. Equipment foreclosed with NC Farm in case #10-CP-10-4988 is added to the pile. Both Case # 09-CP-10-6666 and case #10-CP-10-4988 take place while Appellant is recuperating from 1st and dealing with 2nd cancer yet no one will take the cries for help with the primary resident
 - i. , Claims are imposed on the order stating Appellants intended to misapply funds borrowed against primary resident along with other claims while the court was informed by appellant that from one equity loan on the resident there were 3 mortgages applied while Appellant was out of commission with Cancer. These funds would be lost to the fraud that was committed on the Appellants and is tried to be brushed under the rug at the beginning of January 2013 when Appellant injury of four Crushed Vertebrae or broken back leaves previous counsel to let another piling on of debts and outrages claims to cover up the case of Fraud on the Appellants that caused injury to the Appellants in a minimum amount of \$20,000,000.00.
 - j. Outrageous claims of Unjust Enrichment/ Restitution can only be explained by someone trying to crush Appellants into ground before their lawyer is able to perfect Appellants Appeal and making Appellants out to be someone they are in no way any part of. Only a Prayer for Justice and a trial will save this family born and raised in Charleston SC.
 - k. In the biggest conflict all of this was done after Appellants informed the court that Appellants are in fact in loan modification review with Nation Star. This shift in the balance of justice can only be corrected by a Jury in a New Trial.
14. The Recusal with Judge Scarborough in the first case that involved the fraud that the Appellants are dealing with has very similar time delaying tactics that were used during Judge Scarborough's acting as a lawyer for the fraudsters. In one specific case#**1997CP0800315**, **The case ran for over 3 years** starting in 1997 where the case is pushed as far down the road as possible to cause maximum harm to anyone who attempts a suit. In Appellants first Case against Escrow agents for deliberate wiring

\$500,000 funds into wrong account, where the fraud came to light Judge Scarborough would hold the case for approximately 6 months after referred to MIE after Appellant is dealing with second cancer since case began. When the actual fraud came to light in November 2010, The facts were extremely damning shaking the foundation of Justice and Judge Scarborough would recuse himself and send case to General Sessions for another 6 months

15. Previous long term work for a client of much influence should be cause enough for recusal but recusing himself as previous counsel was supposed to have made a Judicial Note of in these hearings with previous counsel never happened. In place of this previous counsel withdrew himself and the Judge has not been recused. The Judge has now written an order that would force Appellant out of home (on Christmas day) into the street or into a Bankruptcy where the case would be out of the hands of Appellants where other conflicts are waiting.
16. _Because of the numerous conflicts in Charleston County and the numerous cases that simply cannot or will not be heard, Appellants will ask that a Change of Venue be Granted after Appellant is allowed to present the complete list of conflicting actions that have found hearings scheduled on top of other hearings where each case is requiring legal answers and proper documentation to simply get through without being crushed. Motions to Dismiss, Summary Judgments and other courtroom tactics to keep Appellant from presenting the case that seems to be the heart of the conflicts and other outside influences that have found every lawyer over the course of these cases to ask to be withdrawn or cite a conflict after engaging to represent the Appellants.

Here the Plaintiff persisted with the court in hostile actions to remove Appellants from their home after being informed that every attempt was being made to complete an approved loan modification. The loan modification was approved before Plaintiffs' counsel moved the court during Appellants loan modification review to change the figures that directly affected the loan modification and caused the High Loan Specialist to "Deny" the loan. Documents and mailings to be shared during appeal.

Many a lawyers that have stepped up to help my family and I navigate these treacherous Halls of Justice in Charleston SC only to cite a conflict or withdraw at the 11th hour. There is something going on. The Appellants want to make home payments and continue to strive as loving parents in their home even if they are all alone in their pursuit of happiness. After the influence of standing up to giants runs off the strongest of friends and business associates all but the strongest cowl. In my case, after searching the state of SC, a lawyer who understood the extremely complex case of fraud that has unfolded in front of Appellants is feverishly working to meet deadlines associated with that case in the SCCA and right the wrongs that have piled up during these times.

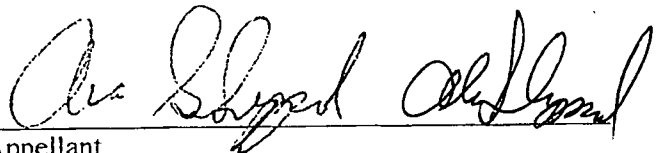
I am not a lawyer and will not pretend to cite proper law here. I have done my best to tell the truth So Help Me GOD. I do give my word that I am preparing my case to be present to our

lawyer to make sure it is properly handled and presented to the South Carolina Court of Appeals according to the Rules of the Court per SC Code of Law.

Please find this prayer for an appeal a genuine attempt at Justice that has been overlooked in the case of Appellants home case that has been overlooked, hopefully, from the nature of the court heavy workloads.

I can attest that the above statements are correct to the best of my knowledge, So help me GOD.

Dated: December 23, 2013


Appellant

Alan Sheppard
Appellant
462 Commonwealth Rd
Mt Pleasant SC 29466

Mikell R Scarborough,
Master in Equity
100 Broad St. Ste. 427
Charleston, SC 29401

Hayes, Dean Anthony
NationStar Mortgages, Counsel
PO Box 11264 Columbia SC 29211

Jenny Abbott Kitchings
Clerk of Court
SC Court of Appeals:
1015 Sumter Street
Columbia, South Carolina 29201

Rosalyn W. Frierson
Director
South Carolina Court Administration
1015 Sumter Street, Suite 200
Columbia, South Carolina 29201-3739

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Master in Equity

Mikell R Scarborough,., Master in Equity

CASE NO.: 2011-CP-100-4201

2011-CP-10-4201

ALAN and CARMEN
SHEPPARD,

Appellant.

v.

NationStar Mortgages,
Counsel Dean Hayes

Respondent,

2013 DEC 23 PM 3:50
JULIE J. ARMSTRONG
CLERK OF COURT
FILED

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Respondent' by depositing a copy of it in the United States Mail, postage prepaid, on December 23, 2013, addressed to their attorney of record, **Hayes, Dean Anthony** (addresses below)

December 23, 2013

s/



ALAN SHEPPARD,
462 Commonwealth Rd.
Charleston, South Carolina 29466
(843) 224-9169
Appellant

CC; Honorable Mikell R Scarborough,
Hayes, Dean Anthony
Jenny Abbott Kitchings
Rosalyn W. Frierson

**Alan Sheppard
Appellant
462 Commonwealth Rd
MtPleasant SC 29466**

**Mikell R Scarborough,
Master in Equity
100 Broad St. Ste. 427
Charleston, SC 29401**

**Hayes, Dean Anthony
NationStar Mortgages, Counsel
PO Box 11264 Columbia SC 29211**

**Jenny Abbott Kitchings
Clerk of Court
SC Court of Appeals:
1015 Sumter Street
Columbia, South Carolina 29201**

***Rosalyn W. Frierson
Director
South Carolina Court Administration
1015 Sumter Street, Suite 200
Columbia, South Carolina 29201-3739***

1 (Hearing commenced.)

2 THE COURT: All right. Mr. Hayes, this is Aurora
3 versus Sheppard?

4 MR. HAYES: Yes, sir.

5 THE COURT: It's your motion for summary judgment.

6 MR. HAYES: Yes, it is, Your Honor. And
7 Mr. Sheppard and I have discussed this matter in the
8 conference room.

9 This has recently been transferred from Aurora to
10 Nationstar. And he's working with Nationstar to try to
11 get a modification. I think he's had some problems
12 getting jobs, so that's slowed it down.

13 He's still trying to get the modification. I've
14 informed him that even if you decide in my favor today
15 it's not the end of the road. Modifications are --
16 still result from date of judgment and date of the
17 foreclosure sale -- the planned foreclosure sale.

18 THE COURT: When was the transfer and how long has
19 Nationstar been in this? And I'm assuming you're
20 telling me they're reviewing him anew, is what I'm
21 hearing you say.

22 MR. HAYES: Yes, sir. I do not know. I know

23 there were several cases, and I do not know if this was

24 one of them. I didn't see the transfer date in here.

25 MR. SHEPPARD: About two months.

1 MR. HAYES: Most of these it was back during the
2 summer that were transferred from Nationstar or from
3 Aurora to Nationstar.

4 MR. SHEPPARD: Aurora had a lot of history with
5 regulators and regulations and stuff that they've
6 breached, and we tried to work with them. We were at
7 eight and three quarters percent; \$880,000 loan. Kept
8 telling we're going to run out of money. They went
9 through three modifications with us, took all our cash
10 except for 500 bucks, told us to redo it. On the third
11 time is when I approached Mr. Haller.

12 I have some other complex stuff going on. And it
13 just got to the point where we just -- we were just --

14 THE COURT: All right. Mr. Sheppard, you're here
15 today without benefit of counsel. There is a motion of
16 Mr. Haller to be relieved. I do know that. Came post,
17 I think, their motion for summary judgment. You-all
18 are seeking summary judgment as to liability only or as
19 to damages, the whole shebang?

20 MR. HAYES: Your Honor, we're seeking summary
21 judgment as to the default, the numbers, but we still
22 would want to update the numbers between now and --

23 because the Affidavit of Debt is from May of 2013. I
24 would like to update the numbers. It's probably not
25 that big of a deal because we are not seeking a

1 deficiency.

2 THE COURT: You're not seeking a deficiency. All
3 right.

4 MR. HAYES: We are not seeking a deficiency. But I
5 would like the opportunity to provide the numbers.
6 After today, if Your Honor decides in my favor to
7 update the interest and that may be the only thing we
8 have to update. I would send something to
9 Mr. Sheppard.

10 Are you living with Ms. Sheppard?

11 MR. SHEPPARD: Yes.

12 MR. HAYES: Just wanted to make sure.

13 THE COURT: I kept seeing Carmen on the --

14 MR. SHEPPARD: Carmen is a school teacher; 35,000
15 a year; put the loan in her name.

16 THE COURT: Tell me about your employment
17 situation. Where are you today?

18 MR. SHEPPARD: Not employed. I've had -- I
19 actually broke my back in January of this year in four
20 places and I had a miraculous recovery.

21 I've had some fraud in my life. It's extrinsic
22 fraud. I have a lawyer, Mr. Hardy out of Columbia

23 taking the case; a complex case with extraordinary
24 circumstances, hard to explain. I took a stab at it
25 with Mr. -- the lawyer -- Mr. lawyer here.

1 MR. HAYES: Hayes.

2 MR. SHEPPARD: Excuse me. So I've had -- my
3 credit's been crushed. I had my own business. I had
4 an order for 486 lines at \$250,000 a piece. One of my
5 contractors contacted Pepsi, said you know what, this
6 guy is involved in fraud and we would like you to pay
7 us direct. I'm trying to take a bigger bite of the
8 apple and it back fired because they said -- Pepsi --
9 send me the check back out, get you another contract,
10 move forward. I had just paid -- as soon as I got the
11 down payment, paid Aurora their large sum to stay in my
12 house again, and two days later I'm asked to send that
13 money back. So it did put me in this tailspin.

14 THE COURT: That was how long ago?

15 MR. SHEPPARD: A year and half ago. It's just --

16 THE COURT: You were a distributor?

17 MR. SHEPPARD: No, I actually developed this piece
18 of equipment. When you make a Coke Cola it's measured
19 down to a hundred of a percentage point, water-syrup
20 ratio. Until it's inspect they dump all that product
21 to drain. Waste treatment and stuff like that. I send
22 it to a recovery vessel. When it's inspected and start

- 23 putting it in the can I micrometer that back into the
- 24 process and it just saves a bunch of money. \$250,000
- 25 pays for itself.

1 THE COURT: Recycle.

2 MR. SHEPPARD: Yes, sir. Resource conservation.

3 Actually, I was the first person recognized as a

4 waste-wise endorser by, I think, the last

5 administration. When Obama became president. It was a

6 big honor.

7 But all my business -- so I'm stuck owing Pepsi

8 \$40,000 and, of course, they said -- I've tried to work

9 this out -- said let me work it out on this project.

10 But they said, you know what, let's pay that up first.

11 And it's like a chicken and egg thing with the money.

12 I got two 14 year olds. They just started at

13 Wando. My wife and I been struggling with all this and

14 really want to -- it's our home. My case is being

15 heard.

16 One of the reasons Mr. Haller asked to be relieved

17 of counsel is all this stuff I've gone on relates to a

18 lot of local, some local fraud that happened in my

19 life. If I thought I was just sort of coming out of

20 nowhere with my accusation and stuff, and right behind

21 me this other group did it. They did it to the family.

22 And it just left me turned upside down.

23 THE COURT: "All right. Mr. Sheppard, I don't know
24 what these numbers are going to be, but if you've
25 got -- here's Mr. Haller right here.

1 MR. HALLER: Your Honor, I'm very embarrassed.

2 (Discussion off the record.)

3 THE COURT: Welcome to the freeway.

4 This is what I was just about to tell you. You
5 have 880,000 in principle debt and I don't know when
6 the last payment was made, but you said it was at 8% or
7 6%?

8 MR. SHEPPARD: Eight and three quarters is what it
9 was originally.

10 THE COURT: The numbers are going to be
11 tremendous.

12 MR. SHEPPARD: 300 something thousand dollars they
13 want to add.

14 THE COURT: When is the last payment?

15 MR. SHEPPARD: The last one I made, some over two
16 years.

17 THE COURT: All right. There is no governmental
18 program that's going to help you stay in that home.
19 Your loan's too big, your debt's too high.

20 MR. SHEPPARD: I can't go nowhere neither. I
21 cashed in everything, stuff my father left. Cashed
22 everything just to feed my kids.

23 I had another house that was foreclosed on and
24 that I paid cash for. It was foreclosed on. They put
25 two mortgages on it; foreclosed, repossessed it while I

1 was sick in the hospital. Never was involved in any
2 closing or anything.

3 THE COURT: You paid cash for it and they put a
4 mortgage on it. Who is they?

5 MR. SHEPPARD: The local bank did it.

6 THE COURT: Did you go to that bank and ask --

7 MR. SHEPPARD: I've been fighting with this fraud.
8 It's a complex case. Mr. Haller doesn't want to be
9 involved in it. Nobody wants to be involved in it.
10 Finally found an attorney in Columbia for the first
11 time in a while that has stepped up.

12 THE COURT: I know Mr. Hardy. He's a good lawyer.

13 MR. SHEPPARD: He wrote the case. I actually
14 quoted the Chewining(phonetic) versus Ford Motor in my
15 appeal and stuff, and everybody's giving me hell so --
16 excuse me, a hard time. They told me to -- I talked to
17 several people. They said, you know what? You need to
18 throw out everything you've written here. Keep that
19 one statement about extrinsic fraud and they sent me to
20 the next guy. So --

21 THE COURT: All right. Mr. Haller, you're here,
22 you're of counsel at present. You filed -- I just

23 reviewed the Answer. The Answer -- I can't remember if

24 it was counterclaims in there or not.

25 MR. HALLER: I think we filed affirmative

1 defenses.

2 THE COURT: There was a beaucoups of them. Aurora
3 Loan. July of '11. You're seeking -- you've been
4 representing him. You were seeking -- you have a
5 motion to be relieved, I do know that.

6 MR. HALLER: Yes, sir.

7 THE COURT: Let me go into the hearing. Let me
8 hear from Mr. Hayes, and then I'll get to hear from you
9 and I'll deal with this.

10 MR. HAYES: Yes, Your Honor.

11 We filed a motion for summary judgment on
12 June 15th of this year. Attached to the motion is an
13 Affidavit that was executed by Nationstar Mortgage,
14 LLC. It states that Nationstar Mortgage, LLC is now
15 the holder of the Note and Mortgage that was executed
16 by Carmen B. Sheppard. A copy of the Note and the
17 Mortgage are attached to the Affidavit. It states that
18 the borrower has defaulted. The borrower, Carmen
19 Sheppard, defaulted on her payments under the terms of
20 the Note and that the principle balance due and owing
21 as of May the 22nd, 2013 is \$879,790.27. Accrued
22 interest is due in the amount of \$230,246.49. Hazard

- 23 insurance, there is a deficit of \$23,559 even. Flood
- 24 insurance is \$379. Taxes \$9,094.61. Escrow deposit,
- 25 there is a credit for \$4,087.44. Property inspections

1 \$351. Broker's price opinion, \$190. Attorneys fees of
2 600 -- excuse me, \$6,663.37. There is a credit for
3 forbearance funds in the amount of \$5,408.55 for a
4 total amount due, exclusive of the cost of this action,
5 of \$1,140,777.75, Your Honor.

6 THE COURT: All right. Mr. Haller?

7 MR. HALLER: Your Honor, as to the motion, I filed
8 my motion to be relieved as counsel.

9 I'm going to be careful with my words so that as
10 not to get into any privilege issues. However, when
11 the hearing was noticed I did contact Mr. Sheppard, and
12 at that point it was clear to me that I was not able to
13 assist him in coming up with an adequate defense, and
14 he's here, and I'm sure he's quite competent to do
15 that.

16 THE COURT: All right. Very good. Thank you.
17 Mr. Sheppard.

18 MR. SHEPPARD: I'm not trying to be -- I'm sort of
19 stuck in this situation.

20 THE COURT: You're not in a good situation.
21 There's no doubt about it. Okay? You may have a claim
22 and you may have a lawsuit. It may -- you might be

23 able to ring a bell but it's not going get us past the

24 point we're at. That's the problem we've got.

25 Mr. Sheppard, I feel for you and I'm sorry you're in

1 this boat, but it's just one of those things that with
2 a \$35,000 income in your household, it's just not
3 something that's going to be maintainable.

4 MR. SHEPPARD: We're working on -- we're trying to
5 find -- I mean, we tried a bunch.

6 THE COURT: I'm sure you're out there knocking --

7 MR. SHEPPARD: Like I said, first of this year --
8 in 2009 and 2010 I came down with cancer. Cancer of
9 the kidneys then found something in my chest. Been
10 through all that. Because of my credit I've been
11 building these chairs getting close to a thousand bucks
12 a piece; chairs made out of cedar. In January a big
13 old tree fell on me when I broke my back, and I've had
14 some circumstances that are tough to deal with.

15 I've always said we could make money and make a

16 payment, and I think speaking with Mr. Hayes that

17 Nationstar has said they could work with me. That's

18 what I plan on doing. I've worked through hard things

19 before.

20 THE COURT: Here's what I'm going to do. You said
21 you wanted to update the figures. Do you need to
22 update these figures or not? You-all aren't seeking a

23 deficiency?

24 We're not seeking a deficiency. Probably the only

25 thing that would need updating would be the interest.

1 I don't need to update the figures, Your Honor.

2 THE COURT: I don't think so.

3 Mr. Sheppard, let me tell you, I just don't see
4 any way out of this thing for you-all. I think you-all
5 need to be making some plans about moving.

6 What I'm going to do, I've been setting sales for
7 the first Tuesday in November this week. What I'm
8 going to do is -- you do have two kids? I guess
9 they're twins if they're both 14, they're at Wando,
10 they're in 9th grade.

11 What I'll do, I'm going to go ahead and I'm going
12 to set your sale out into next year. That's going to
13 give you the rest of this year to try and get your
14 family together, get situated, see if you can't find
15 some place to go.

16 MR. SHEPPARD: Or be able to work out my mortgage.

17 THE COURT: Or you can work it out with

18 Nationstar. If you can work it out with Nationstar

19 more power to you. I'm telling you it's going to be a
20 hard road to hoe.

21 MR. HAYES: Your Honor, I'm not disputing you the
22 setting the sale out, but I did want to mention the

- 23 1099 issue possibility. It's set to expire at the end
24 of this year.
- 25 THE COURT: It would be a non-taxable event?

1 MR. HAYES: Yes, sir.

2 THE COURT: That's a good point.

3 MR. HAYES: If the sale is set the last sale in
4 December I don't see any way that he would be -- the
5 mortgage companies don't normally put people out during
6 Christmas, so unless it went third party he would
7 probably be able to stay there until the middle of
8 January. I can't make any promises but --

9 THE COURT: That's a good point. You've got --
10 let me tell you, Mr. Sheppard, what's good here. The
11 bad news is you're going to have to get out of there.
12 The good news is they're not seeking a deficiency
13 judgment. They've got 1.15 million dollars of debt
14 coming on here. This is in Daryl Creek?

15 MR. SHEPPARD: House, it's sold --

16 THE COURT: It might sell at auction for 650. The
17 last thing you need is a half million dollar judgment
18 hanging over your head for the next ten years. They've
19 waived the deficiency. That's the good news. I was
20 trying get you through the holidays, but I think if we
21 set the sale into December I think you'll be able to
22 stay there through the holidays.

23 If somebody buys that house and wants to move in
24 there for Christmas they'll come let you know that they
25 want you out of there, but I think the reality of the

1 situation is they won't put you out before Christmas.

2 Okay? That gives you some time. I think -- let me

3 tell you, the last thing you need there is a million

4 dollars of taxable income that you've got no income on.

5 I think that's -- Mr. Hayes is pointing that out to my

6 benefit and I appreciate that. It's the end of '13;

7 isn't it?

8 MR. HAYES: Yes, sir.

9 THE COURT: Originally I think it was through '11

10 and they did extend it two years. All right. We'll

11 see where that goes. So that would be December 3.

12 I'll grant that.

13 If you wish to update the figures, you want to

14 supplemental them you can. I don't see any need for

15 it.

16 MR. HAYES: I probably -- I'll ask the client,

17 Your Honor. Probably not. But if I could get

18 Mr. Sheppard's email address, because if Mr. Haller is

19 relieved I will need to communicate directly with

20 Mr. Sheppard.

21 THE COURT: All right. I'll grant the order to

22 relieve. I'll get Mr. Haller out of here.

23 And then, Mr. Sheppard, you can -- if he's not
24 going to be representing you, which I've just granted
25 his request to be relieved, you can communicate

1 directly with Mr. Hayes or his office. Then you can
2 continue to communicate with Nationstar. Nothing says
3 you can't do that. Okay? I just want you to know
4 that.

5 MR. SHEPPARD: I appreciate it.

6 Very good. Thank you, gentlemen. All right. I'll do a
7 Form 4 on that one.

8 (Hearing concluded.)

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2 STATE OF SOUTH CAROLINA)
) CERTIFICATE
 3 COUNTY OF CHARLESTON)

4

5 I, Bernadette A. Cali, Notary Public, do
 6 hereby certify that the within hearing was taken and
 7 transcribed by me; and that the foregoing pages are
 8 a true and accurate transcript of the within proceedings. I
 9 further certify that the persons were present as stated.

10 I further certify that I am not of counsel
 11 or kin to any of the parties to this action, nor am I
 12 interested in the result of the said action.

13 IN WITNESS WHEREOF, I have hereunto
 14 subscribed my name, this January 14, 2014.

15

16

17

 Bernadette A. Cali, CSR
 Notary Public
 My Commission Expires
 April 5, 2020

18

19

20

21

22

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON FOR THE NINTH JUDICIAL CIRCUIT

AURORA LOAN,)

Plaintiff,)

VS.)

CASE NO.:2011-CP-10-4201

CARMEN SHEPPARD,)

Defendants.)

Hearing before the

Honorable Mikell R. Scarborough,
at 10:00 a.m. on Janurary 7, 2014
2013 at 100 Broad Street, Charleston, South Carolina.

A P P E A R A N C E S

For the Plaintiff: Dean A. Hayes, Esq.
Korn Law Firm
PO Box 11264
Columbia, S.C. 29211

For the Defendant: Carmen Sheppard and Alan Sheppard, Pro se'

[Background noise and conversation from 00:00:00 to 00:15:58]

[Hearing commenced 11:00am.]

Speaker 1: All rise and come to order.

[Background noise and conversation from 00:16:00 to 00:17:24]

Judge Scarborough: All right, quiet we still [inaudible 00:17:25], I got two ... two matters that I've been told that I have, Motions to Stop the sale ... I don't see anything there's [inaudible 00:17:36].

Mr. Sheppard?

Mr. Sheppard: Yes, sir.

Judge Scarborough: Um, I need to make sure that I get clear on this one.

Mr. Sheppard: All right.

Judge Scarborough: There's [inaudible 00:17:54]NationStar versus Sheppard before I just accept [inaudible 00:17:57].

Mr. Sheppard: Yes, sir.

Judge Scarborough: All right, and then to read that ...

Mr. Sheppard: Yeah.

Judge Scarborough: You made [inaudible 00:18:12] you sent a copy to NationStar and we're going to try to get him on the phone OK [inaudible 00:18:14].

Mr. Sheppard: Okay.

Judge Scarborough: Uh, did you bring a court reporter with you this morning?

Mr. Sheppard: I tried ... I called up there to um ...court administration. They ... you really couldn't reach them. I think they got the bad line or something.

Judge Scarborough: All right. I figured with a days' notice [Inaudible 00:18:27]

[Background conversation 00:18:27 to 00:19:08]

Judge Scarborough: Dean? Is this Dean Hayes? All right, you're Dean Hayes? Yes ... yeah ... get the bailiff and set it up where they can sit down and then they got to move ... and then you'll have a place to sit... [inaudible 00:19:34].

I got Mr. Sheppard [crosstalk 00:19:34] I got what's been filed as a Writ of Mandamus about yesterday at 12:30 [crosstalk 00:19:47].

Mr. Sheppard: Yeah, I copied them too[inaudible 00:19:48]

Judge Scarborough: So I want to make sure you got that. I also looked through the file and I found a Notice of Appeal, okay ...

Mr. Sheppard: Okay.

Judge Scarborough: Have you filed a Notice of Appeal here?

Mr. Sheppard: Yes, sir.

Judge Scarborough: All right. Did you get it? At the end?

Mr. Hayes: I got ... if he ... might even get it Tuesday briefly chambered and I think you might ... you may come in better if you kindly call that number, it's ... it's 25 ... 3-2557, Judge.

The problem is that [inaudible 00:20:28] paperwork are 843-255-5712, 843-255-5712.

Judge Scarborough: All right, I'll call you right back. All right?

Mr. Hayes: Okay.

Speaker 3: Hello.

Judge Scarborough: Yes, this is Judge Scarborough. I'm trying to actually [inaudible 00:21:17] reach Dean Hayes.

Speaker 3: I sure will.

Mr. Hayes: Hi Judge, I greatly appreciate you letting me do that. I thought the connection might be a little better.

Judge Scarborough: Okay, yeah ... I can hear you better and I'm here in the courtroom with Carmen and Alan Sheppard...

Mr. Sheppard: Yes, sir.

Judge Scarborough: ... Sheppard and I got what's actually a Writ of Mandamus and [inaudible 00:21:37] Affidavits from Carmen Sheppard.

Now, I got ... this was filed yesterday ... I got a Notice of Appeal filed ... I don't know if it was filed at all. It's filed December 23 I beleive [inaudible 00:21:51]?

Mr. Sheppard: Yes, sir.

Judge Scarborough: And then I also have a Motion for a New Trial [inaudible 00:21:58] I think we dealt with that in the order [inaudible 00:22:04].

Mr. Sheppard: Your Honor, I never ...

Mr. Hayes: Thank you, Your Honor.

Mr. Sheppard: I never got notice of those... any of those hearings. The one ...

Judge Scarborough: I'll give you a Notice of Hearing. You had an attorney at one time, Mr. Sheppard.

Mr. Sheppard: Yes, sir, and he ... when he ... he withdrew ... that was the hearing that I came from and the reason I got that Notice was because he mailed it to me. The other ... the other stuff I never got any of and he certainly wouldn't have

Judge Scarborough: All right. Dean, let's set this for [inaudible 00:22:31].

Mr. Hayes: Well, Judge ... um ... we had a Motion for a Summary Judgment immediately prior to David Haller's [assumed spelling] Motion for ... to be relieved as counsel and both were heard the same day. He made the Summary Judgment motion and then granted David Haller's motion to be relieved as council said there was no other hearing, Your Honor.

Judge Scarborough: Okay. So all I think what he's doing ... he filed about the 3rd of October, right?

Mr. Hayes: Yes, sir.

Judge Scarborough: Okay, all right and from that order that incorporated [inaudible 00:23:07].

Mr. Hayes: That's correct, Your Honor.

Judge Scarborough: Okay. All right. Um, you seeing the ... Notice of uh, appeal?

Mr. Hayes: I have [inaudible 00:23:16] Notice of Appeal and I did make copy to ... I think to Judy Dawkins in your office at Spencer Craig and um, I also included Alan uh, Sheppard uh on that uh via email because I didn't have Carmen Sheppard's email that day. I did have Alan Sheppard's email.

Judge Scarborough: Okay.

Mr. Hayes: And I informed him that the appeal did not stay the foreclosure[inaudible 00:23:43]Sale and I included a copy of the statute um showing him that the appeal did not stay the sale [inaudible 00:23:51].

Now, I just wanted it to be clear as I could to let him know that he [inaudible 00:23:58] maybe he just wanted to stay the foreclosure sale [inaudible 00:23:58] but the appeal by itself does not.

Judge Scarborough: Okay. All right, I'm looking at ... how about this Writ of Mandamus? Are you reading it?

Mr. Hayes: Yes, sir. I am ... I'm ready to ... yesterday evening uh ... I mean to me, all it basically says is that um that Carmen ... that ... just Carmen Sheppard uh is just stating that she wants a jury trial and that David Haller really didn't represent her. But I mean the fact is she was properly served with the basic Complaint over two and a half years ago.

Uh, if David Haller did not represent her, then she didn't call ... um, she ... I think they objected to the Order of [inaudible 00:24:49] Reference that David Haller can stand to the Order of Reference [ph] and in regards to her no counterclaims and[inaudible 00:24:54] the answer we were entitled to uh ... to have the case referred to Your Honor in the matter of right anyway under the DAB case.

Mr. Sheppard: Your Honor ...

Mr. Hayes: [Inaudible 00:25:12] so any claim they're talking about in origination, [inaudible 00:25:22], there's no way then that way past the statue of limitations [inaudible 00:25:24]. They've waived their right to a jury trial uh ... again, if there were no counterclaims set forth in their answer and we gave them a chance to um ... to turn into a loan modification. And I ... our office mail them loan modification documents on August ... in August, 2011. We followed up in September and October of 2011.

I didn't receive anything. They mentioned in their ... in their affidavit that they'd been dealing with a Kim Cavagnaro [assumed spelling] at NationStar. I talked to her personally on Monday and last Friday ...

yesterday and last Friday and there's nothing we can do [inaudible 00:26:20]. The fact is, that they do not make enough income to support um, the principle balance. It's almost \$900,000, Your Honor. And when we've offered Cash For Keys, my understanding is they're not interested in it. I think ... I think uh ... their stance is they're just going to fight it the whole way through.

Judge Scarborough: All right. Let me hear from [inaudible 00:26:52].

Mr. Sheppard: Well, we really tried of fighting everything and um ... we were under the impression that David just sort of told us he had everything taken care of and that was just nothing further from the truth and uh ... and when I came to that hearing because he said he was going to withdraw and found out that actually ... that's when I found out it was in the Master's hands and I also found out that it was ... that all this other stuff had taken place.

So what we did, is immediately try to find a attorney and you know, we've dealt with our share of scams and you know, paid these people \$1,500 to do this 'til we're, you know, about broke and so we finally found an attorney and um ... you know, all we ask is that you let our attorney just deal with them [inaudible 00:27:38] Let us do a Cash For Keys or something like that. We'd certainly be open to it instead of, you know, just losing our house. We have two 14-year olds and we just ... you know, we're just regular people, too.

Judge Scarborough: All right. Ms. Sheppard, I'm looking at this, it says something about a motion for a new trial and the counterclaim and I've looked through the file I don't see any counter claims and I don't see request for a jury trial were ever filed but [inaudible 00:28:00].

Mr. Sheppard: It's already been filed ... maybe they just never filed it.

Judge Scarborough: They're filed by [inaudible 00:28:07]. So I'm going to ... I'm going to ... I'm going to have to deny your motion. I ... I'm not sure that I have jurisdiction but it comes to a point where a Writ of Mandamus ... a Mandamus to Act on something. Based on the record before me, based on the length of time to take and not hear anything from [inaudible 00:28:31], based on the record ... the matter's been outstanding since 2011.

Mr. Sheppard: What about you give us a chance to have an attorney with us ... you know, deal with them and give us the ...

Judge Scarborough: You had an attorney, that's just your problem. Now, that the lady got you turned down on your modification. Your attorney [inaudible 00:28:41], so he should have warned you at that time as to what was going on.

Mr. Sheppard: All Right.

Judge Scarborough: But ..I'm just going to deny your motion and move forward with the sale [inaudible 00:28:51].

[Crosstalk 00:28:53]

Mr. Hayes: Your Honor, I would issue an Order of Court [inaudible 00:28:54]. I wonder if ...

Judge Scarborough: I will.

Mr. Hayes: Okay, thank you, Your Honor.

Judge Scarborough: I'll do that [inaudible 00:28:58].

Mr. Sheppard: Your Honor, Your Honor...Well, we'd like to ... file a, ... you know, Right of Rescission on this as well.

Judge Scarborough: You can file whatever [Inaudible 00:29:06] you like

Mr. Sheppard: Thank you.

Mr. Hayes: Judge, thank you.

Mr. Sheppard: Have a good one.

Judge Scarborough: [Inaudible 00:29:17]

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a
Carmen Dillard Sheppard, Alan J. Sheppard a/k/a
Alan Sheppard, TD Bank, National Association,
LVNV Funding, LLC and Darrell Creek Plantation
Homeowners' Association, Inc.,

Defendants.

F11-03451

IN THE COURT OF COMMON PLEAS

AFFIDAVIT OF DEFAULT

C/A No . 2011-CP-10-4201

DEFICIENCY WAIVED

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2012 MAY 29 PM 3:57

FILED

PERSONALLY appeared before me, the undersigned, who first being duly sworn, deposes and says:

That he is one of the attorneys for the Plaintiff above named; that a Lis Pendens, and Summons and Complaint was served upon the Defendants TD Bank, National Association on June 17th, 2011; LVNV Funding, LLC, on June 20, 2011; and Darrell Creek Plantation Homeowners' Association, Inc., on June 17, 2011, and that more than Thirty (30) days have expired since such service during which time the Defendants TD Bank, National Association, LVNV Funding, LLC, and Darrell Creek Plantation Homeowners' Association, Inc., have failed to answer, appear or otherwise plead in this case and, consequently, said Defendants are now in default.

KORN LAW FIRM, P A.
1300 Pickens Street
P.O. Box 12369
Columbia, SC 29211-2369
(803) 252-5817

BY. DEAN HAYES / CHRIS TRULUCK
Attorneys for Plaintiff

SWORN to before me this

7th day of May, 2012

Willie J. Trulluck (SEAL)

Notary Public for South Carolina

My Commission Expires: 10/19/2014

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v.

Carmen D. Sheppard a/k/a Carmen
Sheppard, a/k/a Carmen Dillard Sheppard,
Alan J. Sheppard a/k/a Alan Sheppard, TD
Bank, National Association, LVNV
Funding, LLC and Darrell Creek Plantation
Homeowners' Association, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS
CERTIFICATION OF MORTGAGOR

NON-COMPLIANCE

(Administrative Order 2011-05-02-01)

C/A NO: 2011-CP-10-4201

BY

Dub

JULIE J. ARMSTRONG
CLERK OF COURT

2012 JUN 14 AM 11:20

FILED

F11-03451

The undersigned Plaintiff's attorney does hereby certify as follows:

- 1) That this is an action for the foreclosure of owner occupied real property.
- 2) That pursuant to Supreme Court Administrative Order 2011-05-02-01:
 - a) The Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and,
 - b) The Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

BY:

Dean Hayes 6/12/12
DEAN HAYES / CHRIS TRULUCK
Attorneys for Plaintiff

KORN LAW FIRM, P.A.
P. O. Box 11264
1300 Pickens Street
Columbia, SC 29211
(803) 252-5817

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Aurora Loan Services, LLC,

Plaintiff,

v.

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a
Carmen Dillard Sheppard, Alan J. Sheppard a/k/a
Alan Sheppard, TD Bank, National Association,
LVNV Funding, LLC and Darrell Creek Plantation
Homeowners' Association, Inc.,

Defendants.

F11-03451

IN THE COURT OF COMMON PLEAS

C/A No.: 2011-CP-10-4201

CERTIFICATE OF SERVICE

FILED
2012 JUN 14 AM 11:20
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

I, Helen F. Harrington, an employee of the Korn Law Firm, P.A., attorneys for plaintiff in the above-captioned action, certify that **CERTIFICATION OF MORTGAGOR NON-COMPLIANCE** was served on counsel for the defendants by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

David K. Haller, Esquire
Haller Law Firm, P.C.
115 River Landing Drive, Suite 102
Charleston, South Carolina 29492

Carmen D. Sheppard
462 Commonwealth Road
Mt. Pleasant, South Carolina 29466

Alan J. Sheppard
462 Commonwealth Road
Mt. Pleasant, South Carolina 29466

this 13th day of June 2012.

KORN LAW FIRM, P.A.



Helen F. Harrington
Paralegal to Dean A. Hayes and
Chris S. Truluck

Columbia, South Carolina
N:/PD/F11-03451

KORN LAW FIRM, P.A.

ATTORNEYS AND COUNSELORS AT LAW
1300 PICKENS STREET
COLUMBIA, SOUTH CAROLINA 29201

MAILING ADDRESS
POST OFFICE BOX 12369
COLUMBIA, SOUTH CAROLINA 29211-2369
(803) 252-5817
FACSIMILE (803) 252-5827

June 13, 2012

Charleston County Clerk of Court
100 Broad Street, Ste 106
Charleston, South Carolina 29401-2210

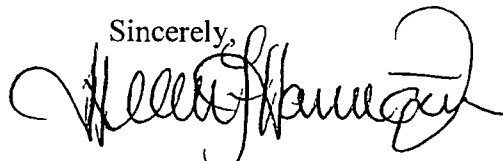
RE: Aurora Loan Services, LLC v. Carmen D. Sheppard, et al.
Docket No: 2011-CP-10-4201
Our File No: F11-03451

Dear Sir/Madam:

Enclosed please find the original and one copy of the **CERTIFICATION OF MORTGAGOR NON-COMPLIANCE**. Please file for record, returning the clocked copy in the envelope provided within.

Thank you in advance for your cooperation in this matter.

Sincerely,



Helen F. Harrington
Paralegal to Dean Hayes and
Chris Truluck

Enclosures

cc (w/enc.): David K. Haller, Esquire
Carmen D. Sheppard
Alan J. Sheppard

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Aurora Loan Services, LLC,
PLAINTIFF,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard, Alan J.
Sheppard a/k/a Alan Sheppard, TD Bank,
National Association, LVNV Funding LLC, and
Darrell Creek Plantation Homeowners
Association, Inc.,

DEFENDANT(S).

L11-03451

IN THE COURT OF COMMON PLEAS

C/A NO: 2011-CP-10-4201

FILED
2013 JUN -5 PM 2:39
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

AFFIDAVIT

STATE OF TEXAS)
) SS.
DENTON)
) COUNTY)

Daniel Robinson, being first duly sworn on oath, deposes and states as follows:

1. I am authorized to execute this affidavit on behalf of Nationstar Mortgage, LLC.

The statements made in this Affidavit are based on my personal knowledge.

2. For convenience, the following party or parties listed on the Note are referred herein as "Borrower": Carmen D. Sheppard.

3. In my capacity as Assistant Secretary, I have access to Nationstar Mortgage, LLC's business records, including the business records for and relating to the Borrower's loan. I make this affidavit based upon my review of those records relating to the Borrower's loan and from my own personal knowledge of how they are kept and maintained.

The loan records for the Borrower are maintained by Nationstar Mortgage, LLC in the course of its regularly conducted business activities.

4. Borrower executed a Note dated November 17, 2006 for \$880,000.00 secured by a Mortgage on a property located at 462 Commonwealth Road, Mt. Pleasant, South Carolina 29466. Nationstar Mortgage, LLC is the servicer of the loan and holds the note X; or Nationstar Mortgage, LLC is the servicer of the loan and is authorized to act on behalf of the holder of the note_____.

5. The records of Nationstar Mortgage, LLC reflect that it is the present holder of a note given to American Brokers Conduit by Carmen D. Sheppard in the amount of Eight Hundred and Eighty Thousand and 00/100 Dollars (\$880,000.00), and the present holder of a mortgage given to Mortgage Electronic Registration Systems, Inc., as nominee for American Brokers Conduit, its successors and assigns, by Carmen D. Sheppard. The Note and Mortgage are attached as **EXHIBITS "A" and "B,"** respectively.

6. The Borrower has defaulted on his/her payment under the Borrower's loan documents. The Borrower's default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.

7. As a result of the Borrower's default, the Borrower owes, as of 5/22/2013, the following itemized sums of money, exclusive of fees and costs:

Principal Balance	\$ 879,790.27
-------------------	---------------

Interest Due from 10/01/09 through
at 5.50%

\$ 230,246.49

Hazard Insurance

\$23,559.00

Flood Insurance

\$379.00

Taxes

\$9,094.61

Escrow Deposit

\$(4,087.44)

Property Inspections

\$351.00

BPO

\$190.00

Attorney Fee's

\$6,663.37

Forbearance

\$(5408.55)

TOTAL

\$1,140,777.75

BY:

Daniel Robinson 5/22/13

AFFIANT

Daniel Robinson - Assistant Secretary

Subscribed and sworn to before me
this 22 day of May, 2013, by

Daniel Robinson

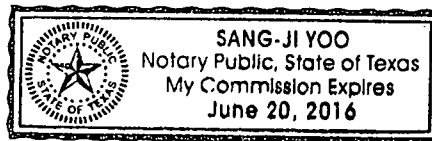
[Signature], Notary Public

State of Texas

My Commission expires: June 20, 2016

Personally Known ✓ OR
Produced Identification —

Type of Identification Produced:



F29-05551
NOTE

ADJUSTABLE RATE NOTE

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

November 17, 2006
[Date]

Mt. Pleasant
[City]

South Carolina
[State]

462 COMMONWEALTH RD, MT PLEASANT, SC 29466
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 880,000.00 (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 8.250 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on January 1, 2007

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 will be applied to interest before Principal. If, on December 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 My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 6,050.00. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

Redacted Redacted
MULTISTATE ADJUSTABLE RATE NOTE - 6-Month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT

VMP-815N (0404)

UM51 0404

Form 5520 3/04

VMP Mortgage Solutions (800)521-7191

Page 1 of 4

Initials: COI

Redacted

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December, 2011, and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five percentage point(s) (5.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.250 % or less than 5.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. 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 dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. 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.

Redacted

UMA-815N (0404)

Redacted

Page 2 of 4

Form 5520 3/04
Initials: CB

EXHIBIT A PAGE 2 OF 10

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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 5.000 % of my overdue payment of 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.

8. 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.

9. 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.

10. 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.

11. 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:

Redacted
VMP-815N (0404)

Redacted
Page 3 of 4

Form 5520 3/04
Initials: CRF

EXHIBIT A PAGE 3 OF 10

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Carmen D. Sheppard
CARMEN D SHEPPARD

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAID TO THE ORDER OF

WITHOUT RECOURSE
BY AMERICAN BROKERS CONDUIT

RENEE BURY
ASST. SECRETARY

[Sign Original Only]

Redacted

VMP-815N (0404)

Redacted

Page 4 of 4

Form 5520 3/04

ADDENDUM TO NOTE

This addendum is made November 17th, 2006 and is incorporated into and deemed to amend and supplement the Adjustable Rate Note of the same date.

The property covered by this addendum is described in the Security Instrument and located at:

462 COMMONWEALTH RD MT PLEASANT, SC 29466

AMENDED PROVISIONS

In addition to the provisions and agreements made in the Note, I/we further covenant and agree as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.250% or less than 5.000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 1.000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six (6) months. My interest rate will never be greater than 13.250%. My interest rate will never be less than 5.000 %.

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 that might result if I do not keep the promises that 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 read as follows:

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. This loan is not assumable. 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.

To the extent the provisions of this addendum conflict with the provisions of the Note, Security Instrument or Adjustable Rate Rider, this Addendum shall control.

In Witness Whereof, Trustor has executed this addendum.

Witness

November 17, 2006

Date

Borrower Signature

CARMEN D SHEPPARD

1201 LIBOR Addendum to Note

Redacted

AHM-2010R(MULT) (10/05)

EXHIBIT A PAGE 6 OF 10

**INTEREST-ONLY ADDENDUM
ADJUSTABLE RATE NOTE**

THIS INTEREST-ONLY ADDENDUM is made this 17th day of November 2006, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Note (the "Note") and the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to American Brokers Conduit ("Lender") of the same date and covering the property described in the Security Instrument and located at: 462 COMMONWEALTH RD, MT PLEASANT, SC 29466
[Property Address]

THIS ADDENDUM SUPERSEDES Section 3(A) and (B), and adds Section 4(G) of the Note. Section 4C of the Note is subject to the new section 4(G) below. None of the other provisions of the Note are changed by this addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the first day of every month beginning January 1, 2007. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as describe in Section 4 of this Note. 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 December 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 My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$ 6,050.00 before the First Principal and Interest Payment Due Date, and thereafter will be in amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be January 1, 2017.

Redacted

AHM-2021A (04/06)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Interest-Only Addendum.

Carmen D. Sheppard (Seal)
CARMEN D SHEPPARD -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

Redacted

Redacted

**INTEREST-ONLY ADDENDUM
ADJUSTABLE RATE RIDER**

THIS INTEREST-ONLY ADDENDUM is made this 17th day of November 2006, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Note (the "Note") and the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to American Brokers Conduit ("Lender") of the same date and covering the property described in the Security Instrument and located at: 462 COMMONWEALTH RD., MT PLEASANT, SC 29456
[Property Address]

THIS ADDENDUM SUPERSEDES Section 3(A) and (B), and adds Section 4(G) of the Note. Section 4C of the Note is subject to the new section 4(G) below. None of the other provisions of the Note are changed by this addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the first day of every month beginning January 1, 2007. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as describe in Section 4 of this Note. 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 December 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 My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$ 6,050.00 before the First Principal and Interest Payment Due Date, and thereafter will be in amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be January 1, 2017.

Redacted
(TB) Interest-Only Rider

Page 1 of 2

AHM-2020R (04/06)

Redacted investor

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Interest-Only Addendum.

Carmen D. Sheppard (Seal)
CARMEN D SHEPPARD -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

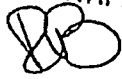
Redacted

Redacted

F27-05551
MORTGAGE

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

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

CERTIFIED TRUE COPY


[Space Above This Line For Recording Data]

MORTGAGE

Redacted

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 November 17, 2006 together with all Riders to this document.

(B) "Borrower" is CARMEN D SHEPPARD

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.

Redacted

Redacted

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

 -6A(SC) (0005).01 Form 3041 1/01

Page 1 of 15 UN31 9905.01

Initials: 

VMP MORTGAGE FORMS - (800) 521-7291

Redacted

EXHIBIT B PAGE 1 OF 22

(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 November 17, 2006
The Note states that Borrower owes Lender Eight Hundred Eighty Thousand and No/100

(U.S. \$ 880,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than December 1, 2036 Dollars

(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] |

Interest-Only Addendum to Adjustable Rate Rider

(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

Redacted

Redacted

6A(SC) (0003).01

Page 2 of 15

Initials: COE

Form 3041 1/01

EXHIBIT B PAGE 2 OF 22

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 Charleston

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Parcel ID Number: 596-08-00-006
462 COMMONWEALTH RD
MT PLEASANT
("Property Address"):

which currently has the address of

[Street]
[City], South Carolina 29466 [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.

Redacted

Redacted

Initials: COE

2000-6A(SC) (0005) 01

Page 3 of 15

Form 3041 1/01

EXHIBIT B PAGE 3 OF 22

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

Redacted

Redacted

6A(SC) (00051;01)

Page 4 of 15

Initials: COB

Form 3041 1/01

EXHIBIT B PAGE 4 OF 22

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.

Redacted

Redacted

6A(SC) (0005),01

Page 3 of 13

Initials: *ABC*

Form 3041 1/01

EXHIBIT B PAGE 5 OF 22

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.

Redacted

Redacted

6A(SC) (0005)01

Page 6 of 15

Initials: LOS

Form 3041 1/01

EXHIBIT B PAGE 6 OF 22

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

Redacted

Redacted

WIND-6A(SC) (0005).01

Page 7 of 15

Initials: CS

Form 3041 1/01

EXHIBIT B PAGE 7 OF 28

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.

Redacted

Redacted

6A(SC) (0001).01

Page 8 of 13

Initials: CDZ

Form 3041 1/01

EXHIBIT B PAGE 8 OF 22

(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.

Redacted

Redacted

6A(SC) (0005).01

Page 9 of 15

Initials: *CRS*

Form 3041 1/01

EXHIBIT B PAGE 9 OF 22

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.

Redacted

Redacted

6A(SC) (0005).01

Page 10 of 15

Initials: COS

Form 3041 1/01

EXHIBIT B PAGE 10 OF 22

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

Redacted

Redacted

WMP-6A(SC) (0005).01

Page 11 of 15

Initials: CS

Form 3041 1/01

EXHIBIT B PAGE 11 OF 22

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.

Redacted

Redacted

6A(SC) (0005),01

Page 12 of 15

Initials: CS

Form 3041 1/01

EXHIBIT B PAGE 12 OF 22

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 reinstatement 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.

Redacted

Redacted

UAP-6A(SC) (0005).01

Page 13 of 13

Initials: COE

Form 3041 1/01

EXHIBIT B PAGE 13 OF 22

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:

Lisa Harris

Carmen D. Sheppard (Seal)
CARMEN D SHEPPARD -Borrower

[Signature]

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Redacted

Redacted
Page 14 of 12

Form 3041 1/01

EXHIBIT B PAGE 14 OF 22

STATE OF SOUTH CAROLINA,
County of Charleston

Personally appeared before me Lisa Harrison
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 Amber S. Deutsch
witnessed the execution thereof.

Lisa Harrison

Sworn to before me this 17th day of November, 2006

My Commission Expires:

3-1-14

Notary Public for South Carolina

Notary Public for South Carolina

Redacted

Redacted

6A(SC) (0005), 01

Page 15 of 15

Initials: CD

Form 3041 1/01

EXHIBIT B PAGE 15 OF 22

ATTACHMENT A - LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, and shown and designated as Lot 6 on a plat by E.M. Seabrook, Jr., Inc., dated October 22, 1988, and entitled, "Darrell Creek Plantation, Christ Church Parish, Charleston County, Plat of Lots 1-18 and a 28.40 Acre Residual Tract", and recorded in Plat Book BT at page 162, in the RMC Office of Charleston County, South Carolina, said property having such location, butts, bounds, metes, courses and distances as will by reference to said plat appear. Said property also being described as Lot 6, River Station as shown on a plat made by E. M. Seabrook, Jr., Inc., dated May 17, 1994, and entitled, "Final Plat of River Station, Christ Church Parish, Charleston County, S.C., Final Plat of Lots 1-44, Block A, Lots 1-12, Block B, Lots 1 & 2, Block C, Containing 41.84 AC. And a Pump Station Lot", as recorded in Plat Book EA at Page 86, in the RMC Office of Charleston County.

Together with a non-exclusive commercial easement appurtenant to the above described property for pedestrian and vehicular access and for the construction and maintenance for all utilities over the road shown on the aforesaid plat designated "Commonwealth Road 60' R/W" which said access easement shall terminate upon the dedication and acceptance of said road for continued maintenance by Charleston County, S.C., and which said utility easement shall expire at such time that utilities are available to the aforesaid lot over, in, upon and across the said sixty (60') foot right-of-way.

THE real property ("Property") herein conveyed is hereby made subject to the following covenants and restrictions:

- 1.) The Property may not be subdivided.
- 2.) No livestock or any nature may be kept or raised on the property.
- 3.) No mobile home or trailer may be located on the property.
- 4.) The property may be used only for single-family residential purpose.
- 5.) The architectural plans for any residence must receive the prior written approval of the Darrell Creek Plantation Property Owners Association and must contain a minimum of 1,800 square feet of living area.
- 6.) The property shall be subject to such side lot line, front lot line, and rear lot line setbacks as the Darrell Creek Plantation Property Owners Association may reasonably require.
- 7.) These restrictions shall run with and bind the above described property for a period of twenty (20) years and shall be automatically renewed and extended for successive ten (10) year period unless terminated or modified by the vote of two-thirds (2/3) of the owners of the lots in Darrell Creek Plantation; all owners of any one lot collectively having one vote.

(Continued)

EXHIBIT B PAGE 16 OF 22

ADJUSTABLE RATE RIDER

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS ADJUSTABLE RATE RIDER is made this 17th day of November, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to American Brokers Conduit

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

462 COMMONWEALTH RD, MT PLEASANT, SC 29466

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December, 2011 and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

Redacted
MULTISTATE ADJUSTABLE RATE RIDER 6-month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT UM51 0404

Redacted
VMP-815R (0404) Form 5120 3/04

Page 1 of 4

Initials: *CS*

VMP Mortgage Solutions
(800)521-7291

Redacted

EXHIBIT B PAGE 17 OF 22

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five percentage point(s) (5.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.250 % or less than 5.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

Redacted

Redacted

815R (0404)

Page 2 of 4

Initials: COE

Form 5120 3/04

EXHIBIT B PAGE 18 OF 22

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Section 18 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Redacted

Redacted

815R (0404)

Page 3 of 4

Initials: CS

Form 5120 3/04

EXHIBIT B PAGE 19 OF 20

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Carmen D. Sheppard (Seal)
CARMEN D SHEPPARD -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Redacted
UMP-815R (0404)

Redacted

Page 4 of 4

Form 5120 3/04

EXHIBIT B PAGE 20 OF 22

ADDENDUM TO ADJUSTABLE RATE RIDER

This addendum is made November 17th, 2006 and is incorporated into and deemed to amend and supplement the Adjustable Rate Rider of the same date.

The property covered by this addendum is described in the Security Instrument and located at:

462 COMMONWEALTH RD MT PLEASANT, SC 29466

AMENDED PROVISIONS

In addition to the provisions and agreements made in the Security Instrument, I/we further covenant and agree as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.250% or less than 5.000%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 1.000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six (6) months. My interest rate will never be greater than 13.250%. My interest rate will never be less than 5.000 %.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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. This loan is not assumable. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

1202 LIBOR Addendum to Rider

Redacted

AHM-2011R(Muh) (10/03)

EXHIBIT 13 PAGE 21 OF 22

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.

To the extent the provisions of this addendum conflict with the provisions of the Note, Security Instrument or Adjustable Rate Rider, this Addendum shall control.

In Witness Whereof, Trustor has executed this addendum.

Witness

November 17, 2006
Date

Carmen D. Sheppard
Borrower Signature CARMEN D SHEPPARD

1201 LIBOR Addendum to Rider

Redacted

AHM-2010R(MULT) (10/05)

EXHIBIT B PAGE 22 OF 22

CARMEN & ALAN
SHEPPARD

Writ of Mandamus

And Supporting

Affidavit of Carmen Sheppard

FILED
2014 JAN-6 PM 12:30
JULIE J. ARMSTRONG
CLERK OF COURT
BY

I, Carmen Sheppard, with a primary residence at 462 Commonwealth Rd. Mt Pleasant SC hereby inform the court that there are counterclaims requiring a jury trial in Charleston County Case#2011-CP-10-4201, an action for Foreclosure by Aurora and under Rule 53(b) any party may file a demand for a jury trial under Rule 38. Other than the counterclaims made note of above, I did not consent to the transfer to Master in Equity as represented to the clerk of court by Attorney David Haller. Mr Haller represented my husband Alan Sheppard as counsel for "Edisto Environmental Group LLC". According to Alan, Mr Haller informed him that he would "take care of our home loan modification" after numerous attempts at a modification were severely mishandled by Aurora who was in the process of being sanctioned by the "Office of Thrift Supervision" for mishandling loans across the board just like our loan modification. This mishandling included constant lost paperwork and abusive fees heaped upon us after we informed Aurora in good faith that we were honest and hard-working homeowners who are down on our luck after a bout with cancer. Regardless, we were put off repeatedly after Aurora demanded large stacks of required documents and paying enormous fees in range from approx. \$8,000.00 to \$30,000.00 that would supposedly complete the loan modification. In an eerie similarity to previous attempts by me and Alan, Mr Haller's attempts to push the process or negotiate have been stalled by the banks for months or over a year until the point that we are even farther behind on our payments and the bank is again threatening foreclosure and bullying us instead of working with us. This is not fair and it's bad practice. Around the end of 2012 with all the information we put together certainly Mr Haller had more than enough to sustain a complete loan modification. After an accident in January 2013 that left Alan's back broken with four crushed vertebra, we hoped that this hardship would find that a complete modification must have been right around the corner. However, by the time Alan heard from his lawyer friend, something had changed and Mr Haller wanted Alan to inform the court of the previous conflicts and material violations relating to our loan modification attempts with Aurora that included **CFR, Title 12 - Banks and Banking § 1026.35 Prohibited acts or practices in connection with higher-priced mortgage loans.** (b) *Rules for higher-priced mortgage loans.* Higher-priced mortgage loans are subject to the following restrictions: (1) *Repayment ability.* A creditor shall not extend credit based on the value of the consumer's collateral without regard to the consumer's repayment ability as of consummation as provided in § 1026.34(a)(4) plus a handful more to go along with this. This foreclosure is based on an \$879,000.00 interest only note on a primary residence of 17 years that was given to a lifelong school teacher who barely made \$40,000.00 a year.

Mr Haller had enough of helping an old client out without any money and informed Alan that he need to attend a hearing as he was going to totally withdraw from this case. It would be at this time that we find that NationStar has now taken ownership of our loan and the case was referred to the Master in Equity who had recused himself from another pending case due to a conflict that remains a conflict. Alan would contact NationStar via their website 800 number and inform them as to the trouble we have had in the past with Aurora Loans. NationStar immediately informed us that they would very much like to work with us on a loan modification especially after hearing the whole story. NationStar now has a new policy where there is one representative for one

client. This one representative for the Sheppard modification would be the loan modification Specialist Ms Kim Cavagnaro. Over the next 30 to 60 days, we would supply Ms Kim with all the forms, hardship letters, tax returns and any other request to meet NationStar's needs' for loan modification according to one of the programs Ms Kim had found for us. I also informed Ms Kim that we were noticed that the lawyer who had been helping with no success has scheduled a hearing to officially withdraw from working on our loan modification. NationStar now had the bulk of the requested documents and Ms Kim stated that she noted our NationStar file that halted the foreclosure process. An email the following day would verify this and Alan would inform the court at the hearing. After arriving at the only hearing regarding our foreclosure the first week of September 2013, Alan had a chance to share the good news with NationStar local Counsel Mr Dean Hayes who figured the hearing to be quick after the update; however, something was going on that did not make sense. According to the 2011-05-02-01 SCSC Mortgage Foreclosure Action Section B,1, all proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention. The Master in Equity began to take on new issues after Alan notified him of the approved Loan Modification and regardless of this notification carried on as if he had not been informed that Mr Haller had not informed Alan of any of the Mortgage Foreclosure Action as he was in back recovery. I have never spoken with nor met Mr Haller ever.

For this reason, we filed a Motion for a New Trial to repudiate the false representations by previous counsel, the conferences and the hearing scheduled from the first week in October 2013 that continued through until the end of November 2013 that are a direct conflict to the stay in this Act. After the Motion for New Trial was denied and with the realization that multiple hearings took place without either of the Sheppard's presence, a notice of appeal would be filed. An e-mail from NationStar Counsel Mr Dean Hayes informed us that the appeal would not stop the sale on January 7, 2014.

It is for this reason that I file a **Writ of Mandamus** according to **SC Rule 65 (f)(1) Remedial Writs** and let this Affidavit support our Constitutional Right and Demand for a Jury Trial under **Rule 38** with new counsel present thus placing a Stay status in the foreclosure Sale scheduled for January 7, 2014 for 462 Commonwealth Rd. The mistakes or wrongs that have occurred regarding our primary residence foreclosure hearings after transfer without our consent to The Master in Equity along with the Repudiation of previous Counsel's actions on his own accord have found no other viable legal options available other than to move the court to accommodate our demand for a jury trial. The motion for a jury trial under Rule 38 states the court shall proceed to hear and determine such motion as expeditiously as the ends of justice require.

It is for this reason the request for this Writ of Mandamus is accompanied by **RULE 24(C) INTERVENTION Notice to State When Validity of Statute Questioned. When the constitutionality of a statute is drawn in question in any action in which the State or an officer, agency or employee thereof is not a party, the party shall also serve the motion on the Attorney General. .**

It is our goal to have the effort we put forth to engage proper counsel immediately to represent our Home Foreclosure after the withdrawal of Mr David Haller as loan modifier at the hearing on or about September 6, 2013. A refusal or denial to accommodate this Writ will equate to a forced

bankruptcy that will further destroy what is left of formally sound financial standing and reputations of the Sheppard's.

Neither of the Sheppard's are lawyers and have made no attempt to act as one. Both have read considerable amounts of Court Rules to save their home through a Loan Modification and can attest that all of the above are true to the best of our knowledge, so help me GOD.

Signed: Carmen Sheppard Jan.6 2014 Signed: Alan Sheppard Jan.6 2014

Signature Carmen Sheppard Signature Alan Sheppard

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Nationstar Mortgage LLC,

PLAINTIFF,

vs.

Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a
Carmen Dillard Sheppard, Alan J. Sheppard a/k/a
Alan Sheppard, TD Bank, National Association,
LVNV Funding LLC, and Darrell Creek Plantation
Homeowners Association, Inc.,

DEFENDANT(S).

F11-03451

IN THE COURT OF COMMON PLEAS

CERTIFICATE OF SALES DECREE NOTICE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-10-4201

DEFICIENCY WAIVED

JULIE J. ARMSTRONG
CLERK OF COURT

2014 FEB 24 AM 11:44

FILED

I, Faith Franklin, an employee of the Korn Law Firm, P.A., attorneys for Plaintiff in the above-captioned action, certify that a DECREE OF SALE was served on Defendants by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard
462 Commonwealth Road
Mt Pleasant, SC 29466

Alan J. Sheppard a/k/a Alan Sheppard
462 Commonwealth Road, Mt Pleasant, SC
29466
Mt. Pleasant, SC, SC 29466

TD Bank, National Association
2035 Limestone Rd.
Wilmington, DE 19808

LVNV Funding LLC
c/o C.T. Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

Darrell Creek Plantation Homeowners
Association, Inc.
c/o Property Management Services, LLC
1340-G Ben Sawyer Blvd
Mt. Pleasant, SC 29464

This 19 day of December, 2013

KORN LAW FIRM, P.A.

P.O. BOX 11264

1300 PICKENS STREET

COLUMBIA, SOUTH CAROLINA 29211-1264

Faith L. Franklin
Faith Franklin

5

**KORN LAW FIRM
1300 PICKENS STREET
P.O. BOX 11264
COLUMBIA, SOUTH CAROLINA 29211-1264
(803) 252-5817**

December 19, 2013

Carmen D. Sheppard a/k/a Carmen Sheppard,
a/k/a Carmen Dillard Sheppard
462 Commonwealth Road
Mt Pleasant, SC 29466

TD Bank, National Association
2035 Limestone Rd.
Wilmington, DE 19808

Alan J. Sheppard a/k/a Alan Sheppard
462 Commonwealth Road, Mt Pleasant, SC
29466
Mt. Pleasant, SC, SC 29466

LVNV Funding LLC
c/o C.T. Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

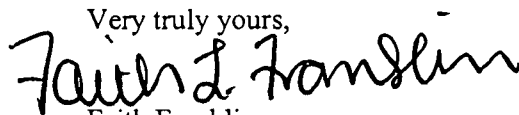
Darrell Creek Plantation Homeowners
Association, Inc.
c/o Property Management Services, LLC
1340-G Ben Sawyer Blvd
Mt. Pleasant, SC 29464

RE: Nationstar Mortgage LLC vs. Carmen D. Sheppard a/k/a Carmen Sheppard, a/k/a Carmen Dillard Sheppard, Alan J. Sheppard a/k/a Alan Sheppard, TD Bank, National Association, LVNV Funding LLC, and Darrell Creek Plantation Homeowners Association, Inc.
Docket # 2011-CP-10-4201
Our File # F11-03451

Dear Sir or Madam:

Please be advised that this property is being advertised for sale at public auction on January 7, 2014. Enclosed please find a copy of the Decree of Foreclosure and Sale in the above referenced matter executed by the Judge.

This office is attempting to collect a debt. Any information obtained will be used for that purpose. In the event you have any questions on the matter please contact me.

Very truly yours,

Faith Franklin

PDK/FF

In the event the referenced debt has been discharged in United States Bankruptcy Court or the automatic stay has been lifted and you are currently in Bankruptcy, this communication is not intended to be an attempt to collect a debt.

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

6/19/2014

Court Roster Details

#	Scheduled Date	Start Time	Duration Hrs:mins	Description	Filing Party	Filed Date	Case / Case Caption	Sub Type	Tax Map	Plaintiff Attorney	Defendant Attorney	Notes
1	01/07/2014	11:00 AM		3521400193 1647 Falmouth St	Bank of America N A as Successor-PLT	12/09/2013	2012CP1006826 Bank of America N A as Successor VS Thomas E Glidden	Foreclosure 420	3521400193	Andrew Augustyn Powell (803) 771-7900 Samuel C. Waters (803) 227-2044	Matthew J. Modica (843) 266-1600	
2	01/07/2014	11:00 AM		4250400130 1441 Brookbank Ave	GMAC Mortgage LLC as Successor-PLT	12/09/2013	2012CP1005379 GMAC Mortgage LLC as Successor VS June A Cunningham	Foreclosure 420	4250400130	Samuel C. Waters (803) 227-2044	Kristen Nicole Nichols (843) 556-5656 x1106	
3	01/07/2014	11:00 AM		4700400138 4620 Durant Ave	JPMorgan Chase Bank National Association-PLT	12/09/2013	2013CP1002127 JPMorgan Chase Bank National Association VS Charles Wells Shaw IV , defendant, et al	Foreclosure 420	4700400138	Samuel C. Waters (803) 227-2044	Cynthia Jordan Lowery (843) 579-7000	
4	01/07/2014	11:00 AM		3551500060 2027 Woodcliff St	First Federal Bank-PLT	12/09/2013	2013CP1003111 First Federal Bank VS Sheila M Bailey , defendant, et al	Foreclosure 420	3551500060	Kristen Nicole Nichols (843) 556-5656 x1106		
5	01/07/2014	11:00 AM		4520600107 650 Cedar Point Dr	First Federal Bank-PLT	12/09/2013	2013CP1003228 First Federal Bank VS David M Harris	Foreclosure 420	4520600107	Kristen Nicole Nichols (843) 556-5656 x1106	Forrest Truett Nettles II (843) 722-0311 Steven L. Smith (843) 760-0220	
6	01/07/2014	11:00 AM		3550800165 2840 Fox Lake Ct	First Federal Bank-PLT	12/11/2013	2013CP1003460 First Federal Bank VS David Stasko , defendant, et al	Foreclosure 420	3550800165	Kristen Nicole Nichols (843) 556-5656 x1106		
7	01/07/2014	11:00 AM		3970100053 7878 Nummie Court	Springleaf Financial Services of South Carolina Inc-PLT	12/11/2013	2013CP1002626 Springleaf Financial Services of South Carolina Inc , plaintiff, et al VS Trae M Crawford , defendant, et al	Foreclosure 420	3970100053	Samuel C. Waters (803) 227-2044		
8	01/07/2014	11:00 AM		4180400007 2 Fort Royal Ct	U S Bank National Association as Trustee-PLT	12/11/2013	2013CP1003834 U S Bank National Association as Trustee VS Diane Langston Jordan	Foreclosure 420	4180400007	Samuel C. Waters (803) 227-2044		
9	01/07/2014	11:00 AM		4040700218 7724 Peggy Dr	U S Bank National Association As Trustee-PLT	12/11/2013	2011CP1008416 U S Bank National Association As Trustee VS Aderdill L Prioleau	Foreclosure 420	4040700218	Samuel C. Waters (803) 227-2044		
10	01/07/2014	11:00 AM		3881300581 510 Savannah River Dr	Wells Fargo Bank N A-PLT	12/11/2013	2013CP1004447 Wells Fargo Bank N A VS Richard Hall	Foreclosure 420	3881300581	Samuel C. Waters (803) 227-2044	Thomas A. Shook (843) 576-1072	
11	01/07/2014	11:00 AM		4861000021 2736 Wheaton St	Wells Fargo Bank N A-PLT	12/11/2013	2013CP1003896 Wells Fargo Bank N A VS Todd Abram Norvell , defendant, et al	Foreclosure 420	4861000021	Samuel C. Waters (803) 227-2044		
12	01/07/2014	11:00 AM		4840000376 2731 Oakleaf Dr	Wells Fargo Bank N A-PLT	12/11/2013	2013CP1000937 Wells Fargo Bank N A VS Shonte Green	Foreclosure 420	4840000376	Samuel C. Waters (803) 227-2044		
13	01/07/2014	11:00 AM		5801000018 2705 Merwether Ln	Wells Fargo Bank N A-PLT	12/11/2013	2010CP1001849 Wells Fargo Bank N A VS Kathleen M Coffaro , defendant, et al	Foreclosure 420	5801000018	Samuel C. Waters (803) 227-2044	Mary Leigh Arnold (843) 971-6053 John Joseph Dodds III (843) 881-6530 Christopher Blohme Staubes III (843) 577-2026	
14	01/07/2014	11:00 AM		4850100136 3055 Rollins Ct	Wells Fargo Bank N A-PLT	12/11/2013	2012CP1008006 Wells Fargo Bank N A VS David R Payne	Foreclosure 420	4850100136	Samuel C. Waters (803) 227-2044		
15	01/07/2014	11:00 AM		3400400022 497 W Wimbledon Dr	Wells Fargo Bank N A-PLT	12/11/2013	2013CP1000335 Wells Fargo Bank N A VS Harriett K Thrower , defendant, et al	Foreclosure 420	3400400022	Samuel C. Waters (803) 227-2044	Matthew J. Modica (843) 266-1600	
16	01/07/2014	11:00 AM		3530300126 1632 Pierpont Ave	Branch Banking and Trust Company-PLT	12/12/2013	2011CP1002763 Branch Banking and Trust Company VS Vincent	Foreclosure 420	3530300126	Samuel C. Waters (803) 227-2044	Shawn M. French Sr. (843) 606-6440	

Page 248 of 271

6/19/2014

Court Roster Details

17	01/07/2014	11:00 AM	2470000098 5355 Ceva Dr	Apex Mortgage Corp-PLT	12/12/2013	Jones, defendant, et al 2013CP1001935 Apex Mortgage Corp, plaintiff, et al VS Robert A McKenzie, defendant, et al	Foreclosure 420	2470000098	Sean A. O'Connor (843) 577-5460	Mark Wester McKnight (843) 577-2837
18	01/07/2014	11:00 AM	4660800427 1926 Hampton Ave	Bank of America N A-PLT	12/12/2013	2012CP1005714 Bank of America N A VS Patricia Ann Mitchell, defendant, et al	Foreclosure 420	4660800427	John Marshall Swails Jr. (910) 392-4988 x4202	Kelley Yarborough Woody (803) 787-9678
19	01/07/2014	11:00 AM	3790000091 1001 Elm Hall Cir	Bank Of New York Mellon The as Trustee-PLT	12/12/2013	2012CP1000246 Bank Of New York Mellon The as Trustee, plaintiff, et al VS Janet M Larocque defendant, et al	Foreclosure 420	3790000091	Suzanne E. Brown (910) 392-4988	Graves H. Wilson Jr. (843) 695-0830
20	01/07/2014	11:00 AM	2830000271 624 River Rd	Bank of New York Mellon The as Trustee-PLT	12/12/2013	2012CP1006614 Bank of New York Mellon The as Trustee, plaintiff, et al VS Roeman Contessa Coker	Foreclosure 420	2830000271	Samuel C. Waters (803) 227-2044	W. Brooks Styles (843) 553-3350
21	01/07/2014	11:00 AM	3460000048 2447 Stono Watch Dr. Unit J-1	Deutsche Bank National Trust Company as Trustee-PLT	12/12/2013	2013CP1002969 Deutsche Bank National Trust Company as Trustee , plaintiff, et al VS Ann H Martin, defendant, et al	Foreclosure 420	3460000048	Samuel C. Waters (803) 227-2044	Michael Kevin McCarrell (864) 240-2452 Matthew J. Modica (843) 266-1600 Samia Hanafi Nettles (843) 805-6550
22	01/07/2014	11:00 AM	3591500060 3424 Farmers Market Dr	GMAC Mortgage LLC as Successor- PLT	12/12/2013	2012CP1008368 GMAC Mortgage LLC as Successor, plaintiff, et al VS Anthony Brian Davis, defendant, et al	Foreclosure 420	3591500060	Samuel C. Waters (803) 227-2044	
23	01/07/2014	11:00 AM	4710900014 5242 East Dolphin St	GMAC Mortgage LLC-PLT	12/12/2013	2011CP1003441 GMAC Mortgage LLC VS Janet G Turner	Foreclosure 420	4710900014	Samuel C. Waters (803) 227-2044	Mary Leigh Arnold (843) 971-6053
24	01/07/2014	11:00 AM	3370800058 1080 Yorktown Dr	Green Tree Servicing LLC-PLT	12/12/2013	2012CP1002531 Green Tree Servicing LLC VS Jay Comstock	Foreclosure 420	3370800058	Samuel C. Waters (803) 227-2044	
25	01/07/2014	11:00 AM	2790800014 1525 Castlewick Ave	Green Tree Servicing LLC-PLT	12/12/2013	2012CP1005857 Green Tree Servicing LLC VS Daniel W Haskell	Foreclosure 420	2790800014	Samuel C. Waters (803) 227-2044	
26	01/07/2014	11:00 AM	4850300440 8532 Chloe Ln	Green Tree Servicing LLC-PLT	12/12/2013	2013CP1002919 Green Tree Servicing LLC VS Eric Jarvis King, defendant, et al	Foreclosure 420	4850300440	Samuel C. Waters (803) 227-2044	Charlton Bowen Horger II (803) 404-5707 Julius Carnes Nicholson III (803) 734-9916
27	01/07/2014	11:00 AM	3581600381 2323 Tall Sail Dr	HSBC Bank USA N A-PLT	12/12/2013	2013CP1001127 HSBC Bank USA N A VS Diana Rutledge	Foreclosure 420	3581600381	Samuel C. Waters (803) 227-2044	
28	01/07/2014	11:00 AM	5800300003 2891 Tradwind Dr	JPMorgan Chase Bank National Association-PLT	12/12/2013	2012CP1008433 JPMorgan Chase Bank National Association VS Alan J Lang, defendant, et al	Foreclosure 420	5800300003	Samuel Calvin Waters (803) 227-2044	
29	01/07/2014	11:00 AM	5620800205 1111 Sea Oats Ct	OneWest Bank FSB-PLT	12/12/2013	2012CP1007790 OneWest Bank FSB VS James Percival Petit Jr, defendant, et al	Foreclosure 420	5620800205	Samuel C. Waters (803) 227-2044	Matthew J. Modica (843) 266-1600 Brian Logan Petit W. Brooks Styles (843) 553-3350 Adam S. Tesh (803) 771-4400
30	01/07/2014	11:00 AM	1491000017 2779 Old Forest Dr	Bank of New York Mellon The as Trustee-PLT	12/13/2013	2012CP1001121 Bank of New York Mellon The as Trustee VS Jack V Taylor	Foreclosure 420	1491000017	Leigh Barksdale Brown (803) 767-1433	
31	01/07/2014	11:00 AM	4700700134 4423/4425	Bank of New York Mellon The as	12/13/2013	2012CP1006613 Bank of New York Mellon	Foreclosure 420	4700700134	Leigh Barksdale Brown (803) 254-1675	

Page 249 of 241

6/19/2014

Court Roster Details

			Rugheimer Ave	Trustee-PLT		The as Trustee VS Phyllis G Prince					
32	01/07/2014	11:00 AM	3970100050 7872 Nummie Ct	Bank Of New York Mellon The as Trustee-PLT	12/13/2013	2012CP1001608 Bank Of New York Mellon The as Trustee VS Garry Wilkinson	Foreclosure 420	3970100050	Joseph T. Merli (843) 766-3853		
33	01/07/2014	11:00 AM	4060200016 4830 Lambs Rd	First Federal Savings And Loan Association Of Charleston-PLT	12/13/2013	2011CP1000046 First Federal Savings And Loan Association Of Charleston VS James H Southard Jr , defendant, et al	Foreclosure 420	4060200016	Magalie Amelia Arcure (843) 577-5460 Joseph T. Merli (843) 766-3853	Robert P. Chaplin III (843) 889-6424 James H Southard Jr (000) 000-0000	
34	01/07/2014	11:00 AM	5560700108 280 Oak Point Landing Dr	U S Bank National Association as Trustee-PLT	12/16/2013	2013CP1000726 U S Bank National Association as Trustee VS Derick Robert Blakey	Foreclosure 420	5560700108	Suzanne E. Brown (910) 392-4988		
35	01/07/2014	11:00 AM	3070000063 1047 Sand Art Rd	Vanderbilt Mortgage and Finance Inc-PLT	12/16/2013	2011CP1008079 Vanderbilt Mortgage and Finance Inc VS Arthur Green , defendant, et al	Foreclosure 420	3070000063	Sara Christine Hutchins (803) 790-2626 x30	Roy White Boggs (803) 252-7060 Susan McDonald Gaddy (843) 388-7062 Kelley Yarbrough Woody (803) 787-9678	
36	01/07/2014	11:00 AM	3550800175 2844 South Moss Oak Ln	Wells Fargo Bank N A-PLT	12/16/2013	2013CP1004364 Wells Fargo Bank N A VS John Walsh	Foreclosure 420	3550800175	James Martin Page (803) 454-3540		
37	01/07/2014	11:00 AM	4180500300 830 Playground Rd	Wells Fargo Financial South Carolina Inc-PLT	12/16/2013	2011CP1007537 Wells Fargo Financial South Carolina Inc VS Estelle Squire	Foreclosure 420	4180500300	John Marshall Swails Jr. (910) 392-4988 x4202		
38	01/07/2014	11:00 AM	5941200856 3447 Claremont St	Wells Fargo Bank NA-PLT	12/16/2013	2011CP1006705 Wells Fargo Bank NA VS Tamara Cornwall	Foreclosure 420	5941200856	Brian Lawrence Campbell (910) 392-4988		
39	01/07/2014	11:00 AM	3070500092 714 Bunkhouse Dr	Wells Fargo Bank N A-PLT	12/16/2013	2013CP1000785 Wells Fargo Bank N A VS Amanda M Aylward , defendant, et al	Foreclosure 420	3070500092	James Martin Page (803) 454-3540	Milton Gary Kimpson (803) 898-5131	
40	01/07/2014	11:00 AM	5711000147 3302 Cameron Blvd	Chase Home Finance Llc-PLT	12/16/2013	2009CP1006677 Chase Home Finance Llc VS Daniel Brooks, defendant, et al	Foreclosure 420	5711000147	Michael K. Hatch (803) 684-9604	Brian L. Boger (803) 252-2880	
41	01/07/2014	11:00 AM	3121100026 2897 Sweetleaf LN	Whitney Lake Townhome Association Inc-PLT	12/16/2013	2013CP1003615 Whitney Lake Townhome Association Inc VS Angel M Jones	Foreclosure 420	3121100026	Capers G. Barr IV (843) 577-5083		
42	01/07/2014	11:00 AM	4751600180 6280 H Rolling Fork Rd	Woodhill Place Association Inc-PLT	12/16/2013	2013CP1001426 Woodhill Place Association Inc VS Dora Gladys Flores	Foreclosure 420	4751600180	Derek Farrell Dean (843) 762-9132		
43	01/07/2014	11:00 AM	4761600037 6230 April Pine Circle, Unit G	Woodhill Place Association Inc-PLT	12/16/2013	2012CP1008174 Woodhill Place Association Inc VS Amy L Reeves	Foreclosure 420	4761600037	Derek Farrell Dean (843) 762-9132	Richard L. Jackson (336) 354-1797 Amy L Reeves (843) 364-3500 Dowse Bradwell Rustin IV (864) 250-2320	
44	01/07/2014	11:00 AM	4751600143 2030-D Coldspring Dr	Woodhill Place Association Inc-PLT	12/16/2013	2012CP1008131 Woodhill Place Association Inc , plaintiff, et al VS Dale E Phipps , defendant, et al	Foreclosure 420	4751600143	Derek Farrell Dean (843) 762-9132		
45	01/07/2014	11:00 AM	See NOS or Master Order of F/C & Sale	U S Bank National Association as Trustee Successor-PLT	12/16/2013	2013CP1005047 U S Bank National Association as Trustee Successor VS WA Shoppes LLC	Foreclosure 420	3510900056 3510900058 3510900059	David Hughes Simpkins (704) 338-5287		
46	01/07/2014	11:00 AM	See NOS or Master's Order of F/C & Sale	U S Bank National Association as Trustee	12/16/2013	2013CP1004469 U S Bank National Association as Trustee	Foreclosure 420	0000000000			

Page 250 of 271

6/19/2014

Court Roster Details

				Successor-PLT		Successor VS Citadel Mall CMBS LLC			David Hughes Simpkins (704) 338-5287 Christopher McCurry Towery (704) 338-5282		
47	01/07/2014	11:00 AM	2000000061 Maybank Hwy	AgSouth Farm Credit ACA-PLT	12/16/2013	2013CP1002978 AgSouth Farm Credit ACA VS Catherine Allen Davis , defendant, et al	Foreclosure 420	2000000061	Shawn R. Willis (843) 576-2817		
48	01/07/2014	11:00 AM	3951500012 3285 Stonehaven Dr	Branch Banking and Trust Company of South Carolina-PLT	12/16/2013	2013CP1003813 Branch Banking and Trust Company of South Carolina , plaintiff, et al VS Built on Rock LLC , defendant, et al	Foreclosure 420	3951500012	Joseph Kershaw Spong (803) 779-8900		
49	01/07/2014	11:00 AM	3280000512 (D-4) and 3280000491 (C-5)	Harbor National Bank-PLT	12/16/2013	2010CP1008590 Harbor National Bank VS Flint River Capital Inc Etc , defendant, et al	Foreclosure 420	3280000491 3280000512	Robert Alan Bernstein (843) 529-1111	Christopher Tradd Colwell (843) 579-7000 Forrest Truett Nettles II (843) 722-0311 Theodore von Keller (803) 790-2626	
50	01/07/2014	11:00 AM	4590503024 3 Ducs Ct	Christopher Roy Morrison II -PLT	12/16/2013	2013CP1000115 Christopher Roy Morrison II VS John G Singletary Sr	Foreclosure 420	4590503024	Derek Farrell Dean (843) 762-9132	Kristen Nicole Nichols (843) 556-5656 x1106	
51	01/07/2014	11:00 AM	5980000107 5980000108 3401 Salterbeck St Units 101/102	Salterbeck Village at Park West POA Inc-PLT	12/16/2013	2012CP1003678 Salterbeck Village at Park West POA Inc VS Wake Ventures LLC	Foreclosure 420	5980000107 5980000108	Lydia Pruitt Davidson (843) 577-2577	Thomas C. Nelson (843) 284-5500	
52	01/07/2014	11:00 AM	3880900125 9845 Levenshall Dr	Bank Of America National Association-PLT	12/16/2013	2011CP1007374 Bank Of America National Association VS Randall C McKeithan	Foreclosure 420	3880900125	Brian Lawrence Campbell (910) 392-4988	Matthew J. Modica (843) 266-1600	
53	01/07/2014	11:00 AM	4701400130 3922 Hottinger Ave	Bank of New York Mellon The as Trustee-PLT	12/16/2013	2012CP1001331 Bank of New York Mellon The as Trustee VS Doreen Connor	Foreclosure 420	4701400130	Teresa DeToma Van Vlake (843) 577-5460 x316 Samuel C. Waters (803) 227-2044	Johanna Serrano Gardner (843) 958-4073 Peter A. Kouten (843) 670-3919 Kelley Yarborough Woody (803) 787-9678	
54	01/07/2014	11:00 AM	0980000117 5213 Highway 174	Bank Of Walterboro-PLT	12/16/2013	2010CP1007587 Bank Of Walterboro VS Jonathan D Hamilton Jr , defendant, et al	Foreclosure 420	0980000117	Everett W. Bennett Jr. (843) 549-9225	Margie Bright Matthews (843) 549-6028	
55	01/07/2014	11:00 AM	3951500101 7634 Vanderbrook Pl	Deutsche Bank National Trust Company-PLT	12/16/2013	2013CP1003278 Deutsche Bank National Trust Company VS Queen Esther Sanders	Foreclosure 420	3951500101	Caroline Richardson Glenn (803) 454-3540		
56	01/07/2014	11:00 AM	5610000382 1600 Long Grove Dr Unit 715	Federal National Mortgage Association-PLT	12/16/2013	2013CP1002638 Federal National Mortgage Association VS Kevin A O'Quinn	Foreclosure 420	5610000382	Elizabeth Shuffler Moore (843) 577-5460		
57	01/07/2014	11:00 AM	4700400015 4726 Brookside Dr	Hsbc Bank Usa National Association As Trustee-PLT	12/16/2013	2013CP1002559 Hsbc Bank Usa National Association As Trustee VS Sherry Denise Jenkins	Foreclosure 420	4700400015	James Martin Page (803) 454-3540	Charles Stuart Gwynne Jr. (803) 771-7900	
58	01/07/2014	11:00 AM	3280000408 2393 Folly Rd, #1-H	Marsh Winds Owners Association Inc- PLT	12/16/2013	2013CP1003051 Marsh Winds Owners Association Inc VS Julia A Oyler	Foreclosure 420	3280000408	Derek Farrell Dean (843) 762-9132	Genevieve Speese Johnson (803) 252-7370	
59	01/07/2014	11:00 AM	3500400008 1314 White Dr		12/16/2013	2012CP1008118 Bank of America N A VS Theodore Holmes , defendant, et al	Foreclosure 420	3500400008	James Martin Page (803) 454-3540	Kelley Yarborough Woody (803) 787-9678	
60	01/07/2014	11:00 AM	4111600232 2618 Madden Dr	Aurora Bank FSB- PLT	12/16/2013	2012CP1000076 Aurora Bank FSB VS Pujols LLC	Foreclosure 420	4111600232	Susan S. White (843) 577-5460	Matthew J. Modica (843) 266-1600	
61	01/07/2014	11:00 AM	4040700111 7747 Nellview Dr	Bank of America N A as Successor-	12/16/2013	2012CP1001187 Bank of America N A as	Foreclosure 420	4040700111	Joseph T. Merli (843) 766-3853		

Page 251 of 271

6/19/2014

Court Roster Details

				PLT		Successor VS Francisco L Velez					
62	01/07/2014	11:00 AM	4080300032 4194 Highgate Ct	SCBT as Successor-PLT	12/16/2013	2013CP1004074 SCBT as Successor VS Rhino Development Group LLC	Foreclosure 420	4080300032	David Richard Price Jr. (864) 271-2636		
63	01/07/2014	11:00 AM	4710100193 5403 Torgerson Ave	South Carolina State Housing Finance and Development-PLT	12/16/2013	2013CP1003793 South Carolina State Housing Finance and Development VS Andrea D Smalls	Foreclosure 420	4710100193	Susan S. White (843) 577-5460		
64	01/07/2014	11:00 AM	4850300195 8494 Chesapeake Dr	South Carolina Federal Credit Union-PLT	12/16/2013	2011CP1002917 South Carolina Federal Credit Union VS John W Miller Jr	Foreclosure 420	4850300195	Joseph T. Merli (843) 766-3853		
65	01/07/2014	11:00 AM	4181000163 45 Sycamore Ave #237	Bank of America N A-PLT	12/16/2013	2011CP1008554 Bank of America N A VS Matthew Edward Reese , defendant, et al	Foreclosure 420	4181000163	John Marshall Swails Jr. (910) 392-4988 x4202		
66	01/07/2014	11:00 AM	4710600044 5276 Hartford Cir	Bank of America N A-PLT	12/16/2013	2011CP1007211 Bank of America N A VS Creighton M Kelly , defendant, et al	Foreclosure 420	4710600044	John Marshall Swails Jr. (910) 392-4988 x4202	Kelley Yarborough Woody (803) 787-9678	
67	01/07/2014	11:00 AM	3101200026 503 Arlington Dr	Deutsche Bank Trust Company Americas as Trustee-PLT	12/16/2013	2013CP1004080 Deutsche Bank Trust Company Americas as Trustee VS Donald N McDaniel	Foreclosure 420	3101200026	James Martin Page (803) 454-3540		
68	01/07/2014	11:00 AM	5561200072 458 Mount Royall Dr	U S Bank National Association as Trustee-PLT	12/16/2013	2012CP1003639 U S Bank National Association as Trustee VS Lawrence W Long Jr	Foreclosure 420	5561200072	Brett F. Kline (800) 327-3596	John Joseph Dodds III (843) 881-6530	
69	01/07/2014	11:00 AM	5980000373 1300 Park West Blvd 1110	Bank of America N A-PLT	12/18/2013	2012CP1001102 Bank of America N A VS Neeraj K Narula	Foreclosure 420	5980000373	John Sanford Kay (803) 252-5817		Completed-04/22/2014
70	01/07/2014	11:00 AM	3880100007 4496 Longwood Dr	Bank of New York Mellon The as Trustee-PLT	12/18/2013	2012CP1001547 Bank of New York Mellon The as Trustee , plaintiff, et al VS Bryan W Wall , defendant, et al	Foreclosure 420	3880100007	John Sanford Kay (803) 252-5817 x2021		
71	01/07/2014	11:00 AM	4251100320 54 Heid Circle #B	Bac Home Loans Servicing Lp Etc-PLT	12/18/2013	2010CP1005901 Bac Home Loans Servicing Lp Etc , plaintiff, et al VS Allison L Shealy , defendant, et al	Foreclosure 420	4251100320	John Sanford Kay (803) 252-5817 x2021		Completed-04/22/2014
72	01/07/2014	11:00 AM	4850000148 2183 Palermo Pl	Bank of America N A as Successor-PLT	12/18/2013	2012CP1006415 Bank of America N A as Successor VS Stacey Lee Bryant	Foreclosure 420	4850000148	Teresa DeToma Van Blake (803) 252-5817 Ashley M. Zarrett (803) 252-5817	Christopher Blohme Staubes III (843) 577-2026	Completed-04/22/2014
73	01/07/2014	11:00 AM	4150300071 1595 Carterett Ave	Nationstar Mortgage LLC-PLT	12/18/2013	2013CP1004272 Nationstar Mortgage LLC VS J Scott Orvin	Foreclosure 420	4150300071	John Brian Kelchner (803) 252-5817		Completed-04/22/2014
74	01/07/2014	11:00 AM	5320500107 697 Simmons St	Bank of America N A-PLT	12/18/2013	2013CP1003758 Bank of America N A VS Dave Carter	Foreclosure 420	5320500107	John Brian Kelchner (803) 252-5817	Milton Gary Kimpson (803) 898-5131 Matthew J. Modica (843) 266-1600 Lori S. Murray (803) 779-4472	
75	01/07/2014	11:00 AM	3281500160 518 East Cooper Ave	Bank of America N A as Successor-PLT	12/18/2013	2011CP1009099 Bank of America N A as Successor , plaintiff, et al VS David Lane , defendant, et al	Foreclosure 420	3281500160	John Brian Kelchner (803) 252-5817	Milton Gary Kimpson (803) 898-5131	
76	01/07/2014	11:00 AM	4180100134 1376 Fairfield Ave	Bank Of America N A as Successor-PLT	12/18/2013	2011CP1009591 Bank Of America N A as Successor VS Elainea	Foreclosure 420	4180100134	John Brian Kelchner (803) 252-5817		

Page 252 of 271

6/19/2014

Court Roster Details

						Rickenbacker					
77	01/07/2014	11:00 AM	3340400041 1619 Samuel Rd	CitiMortgage Inc-PLT	12/18/2013	2012CP1007990 CitiMortgage Inc VS Emille C Nelson , defendant, et al	Foreclosure 420	3340400041	John Brian Kelchner (803) 252-5817	Lori S. Murray (803) 779-4472	
78	01/07/2014	11:00 AM	5981300065 3294 Morningdale Dr	Bank of America N A-PLT	12/18/2013	2011CP1008720 Bank of America N A VS David M Pate	Foreclosure 420	5981300065	John Brian Kelchner (803) 252-5817		
79	01/07/2014	11:00 AM	6000100228 3520 East Higgins Dr	Guaranty Bank-PLT	12/18/2013	2013CP1004333 Guaranty Bank VS Ronald K Luzier , defendant, et al	Foreclosure 420	6000100228	John Brian Kelchner (803) 252-5817	Brendan P. Langendorfer (843) 501-0469	
80	01/07/2014	11:00 AM	3050400315 207 Cabrill Dr	JPMorgan Chase Bank National Association-PLT	12/18/2013	2013CP1000267 JPMorgan Chase Bank National Association VS Susan E Wilson , defendant, et al	Foreclosure 420	3050400315	John Brian Kelchner (803) 252-5817 x2024		
81	01/07/2014	11:00 AM	3050300404 307 Heron Wach Ct		12/18/2013	2011CP1004818 Bank of America N A VS Patrick McGillicuddy , defendant, et al	Foreclosure 420	3050300404	John Brian Kelchner (803) 252-5817	Patrick McGillicuddy (843) 556-5253 Stephanie L McGillicuddy (843) 556-5253	
82	01/07/2014	11:00 AM	5960800006 462 Commonwealth Rd	Aurora Loan Services LLC-PLT	12/18/2013	2011CP1004201 Aurora Loan Services LLC VS Carmen D Sheppard , defendant, et al	Foreclosure 420	5960800006	Dean Anthony Hayes (803) 252-5817 John Brian Kelchner (803) 252-5817 x2024	David K. Haller (843) 849-1384	
83	01/07/2014	11:00 AM	6041200110 201 E Port O Call	JPMorgan Chase Bank National Association-PLT	12/19/2013	2013CP1002303 JPMorgan Chase Bank National Association VS Danny Lee Crayton , defendant, et al	Foreclosure 420	6041200110	Samuel C. Waters (803) 227-2044	Franklin Lamont Greene (704) 643-0290 x1011	

CMSWeb 6.1



Alan Sheppard <alanjosephsheppard@gmail.com>

Sheppard Mortgage Package .

3 messages

Alan Sheppard <alanjosephsheppard@gmail.com>

Wed, Oct 9, 2013 at 8:41 AM

To: kimberly.cavagnaro@nationstarmail.com

Kim,

Good morning,

I sent you an email and left you a message regarding the package I sent over or more specifically the attached documents you requested along with the form we filled out on line and I wanted to see if we could go over everything and make a final checklist before we move forward.

I know you must be busy but look to hear from you.

Best Regards,
Alan

Alan Sheppard
(843)-224-9169

Please consider the environment before printing documents.

This communication and its attachments contain privileged and confidential information, intended only for the individual to whom it is addressed. Access, disclosure, or distribution on any of it by anyone else is strictly prohibited. If you have received this communication in error, please delete it without retaining any copies and notify the sender.

Kimberly.Cavagnaro@nationstarmail.com

Wed, Oct 9, 2013 at 9:35 AM

<Kimberly.Cavagnaro@nationstarmail.com>

To: Alan Sheppard <alanjosephsheppard@gmail.com>

I have a meeting most of the morning. We can catch up this afternoon or first thing tomorrow morning. Just give me a call when convenient. I have your foreclosure on hold.

Kimberly Cavagnaro
Nationstar Mortgage
214-687-4765

From: Alan Sheppard <alanjosephsheppard@gmail.com>

To: kimberly.cavagnaro@nationstarmail.com

Date: 10/09/2013 07:40 AM

Subject: Sheppard Mortgage Package.

[Quoted text hidden]

To: Kimberly.Cavagnaro@nationstarmail.com

Thank you very much.
Tomorrow morning may work best.
Talk to you then..
Alan
[Quoted text hidden]

--

Alan Sheppard
Materials Management Systems
(843)-224-9169

Please consider the environment before printing documents.

This communication and its attachments contain privileged and confidential information, intended only for the individual to whom it is addressed. Access, disclosure, or distribution on any of it by anyone else is strictly prohibited. If you have received this communication in error, please delete it without retaining any copies and notify the sender.

Aurora Loan Services LLC	Master/Master's Order Of Foreclosure & Sale	Order		11/25/2013-11:28	11/27/2013-11:28	
Aurora Loan Services LLC	JUDGMENT - \$1,175,196.92	Action		11/20/2013-11:30		
Aurora Loan Services LLC	Order of Foreclosure & Sale to Clerk's Office.	Action		11/20/2013-11:29		
Aurora Loan Services LLC	Case file with docs to MRS to execute decree	Action		11/12/2013-15:34		
Aurora Loan Services LLC	Hearing Held - No Sale before January 7, 2014	Action		11/12/2013-15:34		
Aurora Loan Services LLC	Dean Hayes to submit Order, file in judge's office	Action		10/21/2013-14:01		
Aurora Loan Services LLC	Defendants did not appear for motion - denied	Action		10/21/2013-14:01		
Aurora Loan Services LLC	Hearing held before the Judge on 10/02/13	Action		10/21/2013-14:01		
Sheppard, Alan	Motion/Motion Filing Fee	Filing		10/01/2013-16:13		
	Motion/New Trial by defendant, proof/srv	Motion		10/01/2013-10:24		
Aurora Loan Services LLC	Certificate/Mailing Hearing Notice	Filing		09/23/2013-10:03		
Aurora Loan Services LLC	HEARING - October 2, 2013 @ 10:00 am	Action		09/20/2013-11:30		
Aurora Loan Services LLC	Masters Note - Hearing held - S/J granted OTF	Action		09/06/2013-12:15		
Aurora Loan Services LLC	Hearing Before Master	Action		09/04/2013-11:17	09/12/2013-11:17	
Sheppard, Carmen	Motion/Motion Filing Fee	Filing		08/30/2013-11:11		
Haller, David K	Motion/Relieve As Counsel for defendant, crt/srv	Motion		08/29/2013-14:03		
Hayes, Dean Anthony	Motion/Summary Judgment by plaintiff, crt/srv	Motion		06/11/2013-14:13		
	Affidavit/Affidavit of Daniel Robinson	Filing		06/11/2013-14:13		
Aurora Loan Services LLC	Motion/Motion Filing Fee	Filing		06/06/2013-11:28		
Aurora Loan Services LLC	Master/Master's Order Amending Caption	Order		12/06/2012-14:41		
Aurora Loan Services LLC	Signed Order Amending Caption to Clerk's Office.	Action		11/29/2012-15:54		
Aurora Loan Services LLC	Order Amending Caption to MRS w/ case file	Action		11/26/2012-15:03		
Aurora Loan Services LLC	Master/Reference Fees Paid	Action		11/16/2012-11:34		
Aurora Loan Services LLC	Master/Invoice for Payment Due	Action		11/14/2012-10:16	11/16/2012-10:16	

Aurora Loan Services LLC	Master/Foreclosure Filing	Filing		11/14/2012-10:16		
Sheppard, Carmen D	Order/Referred to Master	Order		11/07//2012-09:29		
Sheppard, Carmen D	Order/Order Filing Fee	Filing		10/30/2012-13:08		
Sheppard, Carmen D	Order/Order Filing Fee	Filing		10/30/2012-11:42		
Sheppard, Carmen D	Affidavit of Non-Military Service	Filing		10/30/2012-09:30		
Sheppard, Carmen D	Notice/Notice of Hearing & crt/mail	Filing		09/17//2012-15:01		
Aurora Loan Services LLC	Roster/Notice of Motions Roster Publication Sent	Action		09/12/2012-08:48		
Sheppard, Carmen Dillard	Roster/Notice of Motions Roster Publication Sent	Action		09/12/2012-08:48		
Sheppard, Carmen D	Certificate/Mortgagor Non-Compliance & crt/srv	Filing		06/14/2012-10:02		
Sheppard, Carmen D	Motion/Motion Filing Fee	Filing		05/30/2012-09:44	11/07//2012-09:44	
Aurora Loan Services LLC	Motion/Refer to Master by plaintiff & crt/srv	Motion		05/29/2012-14:42	10/18/2012-14:42	

**Disclosures Relating to Nationstar Mortgage Holdings Inc. Nationstar Mortgage LLC and
Nationstar Capital Corporation**

Recent Developments

Aurora Asset Acquisition

On March 6, 2012, we entered into an asset purchase agreement (as subsequently amended, the “Aurora Purchase Agreement”) with Aurora Bank FSB, a federal savings bank organized under the laws of the United States, and Aurora Loan Services LLC, a Delaware limited liability company (collectively with Aurora Bank FSB, the “Aurora Sellers”). Each of the Aurora Sellers is a subsidiary of Lehman Brothers Bancorp Inc. We completed the asset acquisition in June 2012. Pursuant to the Aurora Purchase Agreement, we purchased the mortgage servicing rights (“MSRs”) to approximately 300,000 residential mortgage loans with a total unpaid principal balance (“UPB”) of approximately \$63.7 billion, as measured as of May 31, 2012, \$1.7 billion of servicing advance receivables, as measured as of May 31, 2012, and certain other assets. The composition of the total portfolio is approximately 75% non-conforming loans in private label securitizations and approximately 25% conforming loans in government-sponsored enterprises (“GSE”) pools. We also assumed certain liabilities.

The aggregate purchase price was \$1.96 billion, funded through a combination of cash on hand, the proceeds of a 65% co-investment by Newcastle Investment Corp. (“Newcastle”) and the proceeds from advance financing facilities that we entered into in conjunction with this acquisition, including with certain initial purchasers in this offering or their affiliates. We are an affiliate of Newcastle’s manager.

We expect the approximate annualized contribution to Adjusted EBITDA for the first year following the close of the transaction to be between \$70 to \$75 million, prior to giving effect to approximate integration and transition costs of between \$10 to \$15 million.

The most directly comparable GAAP measure to Adjusted EBITDA is net income. Adjusted EBITDA excludes net income (loss) from our Legacy Portfolio and Other, income and expenses that relate to the financing of the senior notes, depreciable (or amortizable) asset base of the business, income taxes, exit costs from our restructuring and certain non-cash items, each of which are included in GAAP net income. Management believes Adjusted EBITDA is useful in assessing the profitability of our core business and uses Adjusted EBITDA in evaluating our operating performance. Our expectations regarding the approximate annualized contribution to Adjusted EBITDA and the approximate integration and transition costs are based on a number of assumptions, including, but not limited to, prepayments, delinquencies, ancillary fees, cost to service and recapture rates and margins. The actual annualized contribution to Adjusted EBITDA and the actual integration and transition costs will depend on many factors, some of which are beyond our control, and could differ materially from our estimates. Errors in our financial models or changes in assumptions could result in our estimates and expectations being materially inaccurate which may adversely affect our earnings.

2012 Advance Financing Facilities

We entered into four revolving advance financing facilities in connection with the Aurora Purchase Agreement (the “Aurora Facilities” and each an “Aurora Facility”), with maximum aggregate principal amounts of \$100 million, \$450 million, \$600 million (reducing to \$500 million in 2013) and \$350 million, respectively. Each Aurora Facility is secured by receivables representing the right to be reimbursed for advances of principal and interest payments, fees and expenses. The Aurora Facilities have revolving periods of twelve months, twelve months, twenty-four months and 364 days, respectively, and stated maturity periods of twelve, twelve, twenty-four and twenty-four months, respectively. Each Aurora Facility is non-recourse to us and is structured as an issuance of asset-backed variable funding notes. These notes will bear interest either at LIBOR plus certain specified margins or at a cost of funds rate plus certain specified margins, in each case as specified by the relevant Aurora Facility. We will also pay certain fees pursuant to each Aurora Facility.

Each Aurora Facility contains customary representations and warranties, events of default, as well as affirmative and negative covenants. Affirmative covenants include, among others, financial and other reporting requirements, provision of notices of material events, maintenance of existence, maintenance of books and records, compliance with laws, compliance with covenants under the designated servicing agreements and maintaining certain servicing standards with respect to the receivables and the related mortgage loans.

Negative covenants include, among others, limitations on amendments to the designated servicing agreements, limitations on netting or offsets with respect to the collections under the designated servicing agreements and limitations on amendments to the sellers' procedures and methodology for reimbursing the receivables or determining that receivables have become non-recoverable.

April 2012 Senior Notes Offering

On April 25, 2012, we offered \$275,000,000 aggregate principal amount of 9.625% Senior Notes due 2019 (the "existing notes"), in a private placement transaction. The existing notes are guaranteed on an unsecured basis by each of our current and future domestic subsidiaries, other than our securitization and certain finance subsidiaries and subsidiaries that in the future we designate as excluded restricted and unrestricted subsidiaries. The additional notes offered hereby constitute a further issuance of the existing notes and form a single series of debt securities with the existing notes.

ResCap Acquisition

On May 13, 2012, we entered into an asset purchase agreement (as subsequently amended, the "ResCap Purchase Agreement") with the Residential Capital, LLC group sellers ("ResCap Sellers") in connection with the ResCap Sellers' proceedings before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Case"). Each of the ResCap Sellers is an indirect subsidiary of Ally Financial Inc. Under the ResCap Purchase Agreement, we agreed to purchase the rights to service residential mortgage loans with an aggregate UPB of approximately \$371 billion, including MSRs for residential mortgage loans with an aggregate UPB of approximately \$196 billion and subservicing contracts for residential mortgage loans with an aggregate UPB of approximately \$174 billion, and approximately \$1.8 billion of related servicing advance receivables, each as measured as of March 31, 2012. Approximately 66% of loans in the total portfolio (by UPB) are owned, insured or guaranteed by Fannie Mae, Freddie Mac or Ginnie Mae. We also agreed to acquire the ResCap Sellers' mortgage origination platform and certain other assets. We also agreed to assume certain liabilities.

The purchase price is approximately \$2.4 billion (taking into account the pro forma effect as of March 31, 2012), which we expect to fund through a combination of cash on hand, the proceeds of a co-investment of \$450 million by Newcastle and possibly certain entities affiliated with Newcastle, the proceeds of advance financing facilities that we expect to enter into in connection with this transaction, including with certain initial purchasers in this offering or their affiliates and/or other issuances of equity or senior debt, including further notes issued pursuant to the Indenture (as defined herein). Subject to an auction process and satisfaction of certain other conditions, the transaction is expected to close in late 2012 or early 2013.

Although we have been approved as the stalking-horse bidder by the Bankruptcy Court, other bidders may submit bids for the assets we are seeking to acquire. The auction for the assets is scheduled to commence on October 23, 2012. If any such bidders submit bids, we can provide no assurances that we will be the winning bidder and ultimately be permitted to purchase the assets we are seeking to acquire or that we will not be required to make changes, which changes could be material, to the terms of the ResCap Purchase Agreement in order to purchase the assets. If the ResCap Purchase Agreement is terminated as a result of the Bankruptcy Court's approval of a competing bidder, the ResCap Sellers will be required to pay us a \$24 million break-up fee in cash (a portion of which will be payable to Newcastle).

BANA Acquisition

On May 31, 2012, we signed a definitive agreement to acquire approximately \$10.4 billion in residential MSRs, as measured by UPB, from Bank of America, National Association ("BANA"). The acquired servicing

portfolio consists entirely of loans in GSE pools. We will fund a portion of the MSR purchase price with the proceeds of a 65% co-investment by Newcastle. We expect the loans to transfer from BANA in July 2012.

Acquisitions Relating to Reverse Mortgages

On June 29, 2012, we completed the acquisition of certain servicing rights relating to reverse mortgage loans with an aggregate UPB of approximately \$9.7 billion, as well as certain liabilities associated with such MSRs, from a financial institution.

On June 29, 2012, we completed the acquisition of the final portion of MSRs pursuant to our December 2011 agreement with BANA. These MSRs relate to reverse mortgage loans with an aggregate UPB of \$9.6 billion.

Potential Acquisitions

We believe there are opportunities to grow our business through acquisitions, and we actively explore potential acquisition opportunities in the ordinary course of our business. We are currently in discussions with several financial institutions that could result in our entering into one or more definitive acquisition agreements shortly following the completion of this offering, although at the present time we do not have any definitive agreements to do so. Other potential acquisitions may include MSRs relating to residential mortgage loans, subservicing contracts, servicing platforms and originations platforms, as well as other mortgage related assets and associated liabilities. In the event that we acquire a servicing platform, we may elect to operate this platform in addition to our current platform for a period of time or indefinitely. These transactions could vary in size. Individually or collectively, these transactions could substantially increase the UPB, or alter the composition of the portfolio, of mortgage loans that we service or have an otherwise significant impact on our business. We can provide no assurances that we will enter into any such agreement or as to the timing of any potential acquisition.

2

We may fund acquisitions with a combination of Excess MSR co-investments, non-recourse securitization debt, warehouse financing, servicer advance facilities, additional corporate indebtedness or equity financing. Where we can obtain such financing on attractive terms, we typically attempt to finance our acquisitions on a nonrecourse basis. In addition, we could enter into such acquisition arrangements on a standalone basis or on a co-investment or other basis with one or more of our affiliates. We can provide no assurances, however, as to the availability or terms of funding for future acquisitions or our ability to enter into such arrangements with our affiliates. If we fail to obtain adequate financing or otherwise enter into satisfactory arrangements with our affiliates, we could be exposed to significant risks, including risks that we may not be able to complete the acquisition on alternative terms or at all and risks that we may have to pay damages.

Regulation

Our business is subject to extensive federal, state and local regulation. Our loan originations, loan servicing and debt collection operations are primarily regulated at the state level by state licensing authorities and administrative agencies. Because we do business in all fifty states and the District of Columbia, we, along with certain of our employees who engage in regulated activities, must apply for licensing as a mortgage banker or lender, loan servicer and/or debt collector, pursuant to applicable state law. These state licensing requirements typically require an application process, processing fees, background checks and administrative review. Our servicing operations center in Lewisville, Texas is licensed (or maintains an appropriate statutory exemption) to service mortgage loans in all fifty states and the District of Columbia. Our retail loan originations channel is licensed to originate loans in at least the states in which it operates, and our direct originations channel is licensed to originate loans in the 48 contiguous states plus Alaska and the District of Columbia. From time to time, we receive requests from states and other agencies for records, documents and information regarding our policies, procedures and practices regarding our loan originations, loan servicing and debt collection business activities, and undergo periodic examinations by state and federal regulatory agencies. We incur significant ongoing costs to comply with these licensing and examination requirements.

While the U.S. federal government does not primarily regulate loan originations, the federal Secure and Fair Enforcement for Mortgage Licensing Act of 2008 requires all states to enact laws that require all U.S. sales representatives, and in certain states certain loss mitigation personnel, to be individually licensed or registered if

they intend to offer or review mortgage loan products. These licensing requirements include enrollment in the Nationwide Mortgage Licensing System, application to state regulators for individual licenses, a minimum of 20 hours of pre-licensing education, an annual minimum of eight hours of continuing education and the successful completion of both national and state exams.

Furthermore, there continue to be changes in state law that are adverse to mortgage servicers that increase costs and operational complexity of our business and impose significant penalties for violation.

In addition to licensing requirements, we must comply with a number of federal consumer protection laws, including, among others:

- the Gramm-Leach-Bliley Act, which requires us to maintain privacy with respect to certain consumer data in our possession and to periodically communicate with consumers on privacy matters;
- the Fair Debt Collection Practices Act, which regulates the timing and content of debt collection communications;
- the Truth in Lending Act and Regulation Z thereunder, which require certain disclosures to the mortgagors regarding the terms of the mortgage loans;
- the Fair Credit Reporting Act, which regulates the use and reporting of information related to the credit history of consumers;
- the Equal Credit Opportunity Act and Regulation B thereunder, which prohibit discrimination on the basis of age, race and certain other characteristics, in the extension of credit;
- the Homeowners Protection Act, which requires the cancellation of mortgage insurance once certain equity levels are reached;
- the Home Mortgage Disclosure Act and Regulation C thereunder, which require financial institutions to report certain public loan data;
- the Fair Housing Act, which prohibits discrimination in housing on the basis of race, sex, national origin, and certain other characteristics; and

3

-
- Regulation AB under the Securities Act of 1933, as amended (the “Securities Act”), which requires certain registration, disclosure and reporting for MBS.

We must also comply with applicable state and local consumer protection laws, which may impose more comprehensive and costly restrictions than the regulations listed above. In a response to the decline in the housing market and the increase in foreclosures, many local governments have extended the time period necessary prior to initiating foreclosure proceedings, which prevent a servicer or trustee, as applicable, from exercising any remedies they might have in respect of liquidating a severely delinquent mortgage loan in a timely manner.

On February 7, 2012, the Financial Crimes Enforcement Network (“FinCEN”) finalized regulations that require non-bank residential mortgage lenders and originators to establish anti-money laundering programs and file suspicious activity reports as FinCEN requires of other types of financial institutions. The final rule was published in the Federal Register on February 14, 2012 and became effective 60 days thereafter.

On May 28, 2009, we voluntarily entered into an agreement to actively participate as a loan servicer in HAMP, which enables eligible borrowers to avoid foreclosure through a more affordable and sustainable loan modification made in accordance with HAMP guidelines, procedures, directives and requirements. Loan modifications pursuant to HAMP may include a rescheduling of payments or a reduction in the applicable interest rates and, in some cases, a reduction in the principal amount due. Under HAMP, subject to a program participation cap, we, as a servicer, will receive an initial incentive payment of up to \$1,500 for each loan modified in accordance with HAMP subject to the condition that the borrower successfully completes a trial modification period. In addition, provided that a HAMP modification does not become 90 days or more delinquent, we will receive an incentive of up to \$1,000. As of March 31, 2012, over 26,000 loans with a UPB of \$6.1 billion after modification had been modified through HAMP. HAMP is currently scheduled to expire on December 31, 2013.

On July 21, 2010, President Obama signed the Dodd-Frank Act into law. The Dodd-Frank Act represents a comprehensive overhaul of the financial services industry in the United States. The Dodd-Frank Act includes, among other things: (1) the creation of a Financial Stability Oversight Council to identify emerging systemic risks posed by financial firms, activities and practices, and to improve cooperation among federal agencies; (2) the creation of the Bureau of Consumer Financial Protection (“CFPB”) authorized to promulgate and enforce consumer protection regulations relating to financial products; (3) the establishment of strengthened capital and prudential standards for banks and bank holding companies; (4) enhanced regulation of financial markets, including derivatives and securitization markets; (5) amendments to the Truth in Lending Act aimed at improving consumer protections with respect to mortgage originations, including originator compensation, minimum repayment standards, and prepayment considerations. On July 21, 2011, the CFPB obtained enforcement authority pursuant to the Dodd-Frank Act and began official operations. On October 13, 2011, the CFPB issued guidelines governing how the agency supervises mortgage transactions, which involves sending examiners to banks and other institutions that service mortgages to assess whether consumers’ interests are protected. On January 11, 2012, the CFPB issued guidelines governing examination procedures for bank and non-bank mortgage originators. The exact scope of and applicability of many of these requirements to us are currently unknown, as the regulations to implement the Dodd-Frank Act generally have not yet been finalized. Pursuant to these new guidelines, the CFPB has begun an examination of our business. These provisions of the Dodd-Frank Act and recent examination or future actions by the CFPB could increase our regulatory compliance burden and associated costs and place restrictions on certain originations and servicing operations, all of which could in turn adversely affect our business, financial condition or results of operations.

On April 13, 2011, the federal agencies overseeing certain aspects of the mortgage market, the OCC, the Federal Reserve and the FDIC, entered into enforcement consent orders with 14 of the largest mortgage servicers in the United States regarding foreclosure practices. The enforcement consent orders require the servicers, among other things, to: (1) promptly correct deficiencies in residential mortgage loan servicing and foreclosure practices; (2) make significant modifications in practices for residential mortgage loan servicing and foreclosure processing, including communications with borrowers and limitations on dual-tracking, which occurs when servicers continue to pursue foreclosure during the loan modification process; (3) ensure that foreclosures are not pursued once a mortgage has been approved for modification and establish a single point of contact for borrowers throughout the loan modification and foreclosure processes; and (4) establish robust oversight and controls pertaining to their third party vendors, including outside legal counsel, that provide default management or foreclosure services. While these enforcement consent orders are considered not to be preemptive of the state actions, it is currently unclear how state actions and proceedings will be affected by the federal consents.

On February 9, 2012, federal and state agencies announced a \$25 billion settlement with five large banks that resulted from investigations of foreclosure practices. As part of the settlement, the banks have agreed to comply with various servicing standards relating to foreclosure and bankruptcy proceedings, documentation of borrowers’ account balances, chain of title, and evaluation of borrowers for loan modifications and short sales as well as servicing fees and the use of force-placed insurance. The settlement also provides for certain financial relief to homeowners.

On September 1, 2011 and November 10, 2011, the New York State Department of Financial Services entered into agreements regarding mortgage servicing practices with seven financial institutions. The additional requirements provided for in these agreements will increase operational complexity and the cost of servicing loans in New York. Other servicers, including us, could be required to enter into similar agreements. In addition, other states may also require mortgage servicers to enter into similar agreements.

On December 1, 2011, the Massachusetts Attorney General filed a lawsuit against five large mortgage providers alleging unfair and deceptive business practices, including the use of so-called “robo-signers.” In response, one of the mortgage providers has halted most lending in Massachusetts.

We, among others in our industry, received a subpoena from the New York State Department of Financial Services dated January 18, 2012, requesting the production of documents related to lender placed insurance, also known as “force-placed insurance,” business. We have and are continuing to provide responsive documents.

Although we are not a party to the above enforcement consent orders and settlements, we could become subject to the terms of the consent orders and settlements if (1) we subservice loans for the servicers that are parties to the enforcement consent orders and settlements; (2) the agencies begin to enforce the consent orders and settlements by looking downstream to our arrangement with certain mortgage servicers; (3) the mortgage servicers for which we subservice loans request that we comply with certain aspects of the consent orders and settlements; or (4) we otherwise find it prudent to comply with certain aspects of the consent orders and settlements. We have been made aware that certain other non-bank mortgage servicers will be meeting with the CFPB with respect to the applicability of the consent orders to their business. If such non-bank mortgage servicers are required to become a party to the consent orders, we can provide no assurances that we will not also be requested to become a party to the consent orders. In addition, the practices set forth in such consent orders and settlements may be adopted by the industry as a whole, forcing us to comply with them in order to follow standard industry practices, or may become required by our servicing agreements. In addition, some states have begun adopting laws which impose requirements similar to those contained in the consent orders on mortgage servicers, which will increase our costs and operational complexity and may subject us to significant penalties. While we have made and continue to make changes to our operating policies and procedures in light of the consent orders and settlements, further changes could be required, and changes to our servicing practices will increase compliance costs for our servicing business, which could materially and adversely affect our financial condition or results of operations.

Legal Proceedings

We are routinely and currently involved in legal proceedings concerning matters that arise in the ordinary course of our business. These legal proceedings range from actions involving a single plaintiff to class action lawsuits with potentially tens of thousands of class members. An adverse result in governmental investigations or examinations, or private lawsuits, including purported class action lawsuits, could have a material adverse effect on our financial results. In addition, a number of participants in our industry, including us, have been the subject of purported class action lawsuits and regulatory actions by state regulators, and other industry participants have been the subject of actions by states' Attorneys General. Additionally, along with others in our industry, we are subject to repurchase claims and may continue to receive claims in the future. Although we believe that we have meritorious legal and factual defenses to the lawsuits in which we are currently involved, the ultimate outcomes with respect to these matters remain uncertain. Litigation and other proceedings may require that we pay settlement costs, legal fees, damages, penalties or other charges, which could adversely affect our financial results. In particular, ongoing and other legal proceedings brought under state consumer protection statutes may result in a separate fine for each violation of the statute, which, particularly in the case of class action lawsuits, could result in damages substantially in excess of the amounts we earned from the underlying activities and that could have a material adverse effect on our liquidity and financial position.

Governmental investigations, both state and federal, can be either formal or informal. The costs of responding to the investigations, as well as governmental examinations, can be substantial. In addition, government-mandated changes to servicing practices could lead to higher costs and additional administrative burdens, in particular, those regarding record retention and informational obligations.

Alan, I am unable to help you any further without being paid. My schedule is too busy to put your case in front of other without being retained formally.

Good luck,

David
David K. Haller
Haller Law Firm, P.C.
115 River Landing Drive, Suite 102
Charleston, South Carolina 29492
843-849-1384 (Office)
843-853-9377 (Fax)
dhaller@hallerlawfirm.com

On Jul 19, 2013, at 4:32 PM,

STATE OF SOUTH CAROLINA) NOTICE OF NON APPLICABILITY OF
 COUNTY OF CHARLESTON) COVENANTS OF DARRELL CREEK HOA

WHEREAS, Alan J. Sheppard acquired a one-half interest in Lot 6, Block A, Darrell Creek Plantation (the Property), as more fully described in Exhibit "A" attached hereto, by deed from Carmen D. Sheppard dated March 10, 1997 and recorded in Book J 281 at Page 877 in the RMC Office for Charleston County; and

WHEREAS, said conveyance of Title to Real Estate specifically states, "Such Property shall be made subject to such additional Restrictive Covenants as Darrell Creek Associates LP, a South Carolina Limited Partnership, as developer, may adopt as the development wide restrictions for all lots in the Darrell Creek Plantation Development, provided such covenants do not conflict with the covenants stated herein;" and

WHEREAS, said conveyance of Title to Real Estate further states, "This conveyance is made subject to those certain Restrictions, Limitations and Conditions, executed by Darrell Creek, Inc. dated July 25, 1980 and recorded in the RMC Office for Charleston County in Book T124 at Page 293 on February 24, 1981."

WHEREAS, Carmen D. Sheppard acquired title to the above described property by deed from Marion A. Welch and Julia L. Welch dated March 3, 1995 and recorded in Book F253 at Page 029 in the RMC Office for Charleston County; and

WHEREAS, Marion A. Welch and Julia L. Welch acquired title to the above described property by deed from R. Patrick Welch and Michael Seay dated April 28, 1989 and recorded May 18, 1989 in Book L184 at Page 330 in the RMC Office for Charleston County; and

WHEREAS, when R. Patrick Welch and Michael Seay and/or their predecessor in title acquired title to the Property, a set of Restrictions, Limitation and Conditions had been filed and made applicable to the Property, said Restrictions having been recorded by a predecessor in title, Darrell Creek, Inc., on February 24, 1981 (the 1981 Restrictions) in Book T124 at Page 293 in the RMC Office for Charleston County

WHEREAS, a set of Supplemental Restrictions, Limitations and Conditions were filed by Darrell Creek, Inc. on February 1, 1982 (the 1982 Restrictions) and recorded in Book R127 at Page 149 in the RMC Office for Charleston County; and

WHEREAS, subsequent to the acquisition of title to the Property by Marion A. Welch and Julia L. Welch, Darrell Creek Associates, LP recorded a Declaration and Establishment of Conditions and Reservations and Restrictions for Darrell Creek Plantation, Phases I and II (the 1990 Declaration) on or about April 10, 1990 in Book T193 at Page 551; and

WHEREAS, a dispute has arisen concerning whether the Property and Alan J. Sheppard and Carmen D. Sheppard, its owners, are also subject to the applicability and enforcement of the provisions in the 1990 Declaration recorded in Book T-193 at Page 551. A settlement has been reached and it has been agreed that the provisions of the 1990

Declaration recorded in Book T193 at Page 551 do not and shall not apply to Property and to Alan J. Sheppard and Carmen D. Sheppard, its owners; and

WHEREAS, pursuant to a duly called meeting of the Darrell Creek Homeowners Association, Inc. held on July 1, 2008, it was resolved that the Darrell Creek Homeowners Association, Inc. shall be bound by the signatures of its President and Vice President.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the above recital, Darrell Creek Homeowners Association, Inc. and Alan J. Sheppard and Carmen D. Sheppard, their heirs, successors and assigns, agree that they shall bound as follows:

1. The Property described on Exhibit "A" is not subject to the 1981 Restrictions recorded on February 24, 1981 in Book T124 at Page 293 and is not subject to the 1982 Supplemental Restrictions recorded on February 1, 1982 in Book R127 at Page 149.

2. The Property described on Exhibit "A" is not subject to the 1990 Declaration recorded on or about April 10, 1990 in Book T193 at Page 551. No provision of the said 1990 Declaration shall be imposed on or enforced against the Property described on Exhibit "A" or on its present and future owners.

3. All assessments, dues, interest and penalties imposed against the Property described on Exhibit "A", and alleged to be due and owing pursuant to the 1990 Declaration recorded in Deed Book T193 at Page 551 are hereby declared to be of no effect and shall not be binding on the Property or on Alan J. Sheppard and/or Carmen D. Sheppard, their heirs and assigns.

4. The Sheppards agree that any claim(s) for any of the money previously paid or collected by the Darrell Creek Homeowners Association, Inc or its predecessors are hereby waived.

5. Both parties hereby release one another from any claims relating to this disagreement and that by entering into this Agreement the parties acknowledge the adequacy of the consideration for the promises and covenants contained herein.

6. Darrell Creek represents that it has not reported the Sheppards to any credit reporting agency or have filed a lien or taken any other steps to enforce the disputed homeowner's dues. To the extent that it has it will immediately take such steps as are necessary to reverse those actions and provide written evidence that it has done so.

7. The parties agree that they will cooperate with one another and execute any additional instruments that are necessary to affect the purpose and intent of this document.

8. The parties agree that this agreement is the sole, full and complete record of their understanding and obligations, one to the other, and that any other written or oral understanding, representation or discussions regarding this matter have been taken into account and are superseded and subsumed into this document and that any prior written,

oral understanding, representations or discussions shall have no effect whatsoever on this agreement.

Witness our hand and seal this 25th day of November, 2008.

Signed, Sealed and Delivered in the Presence of:

Israh Ellen Wardell

Michelle Dean
(as to Darrell Creek Homeowners Association, Inc.)

Darrell Creek Homeowners Association, Inc.

By: Mark L. By
Its: President

By: Deanne
Its: Vice President

[Signature]
Alan J. Sheppard
(as to Alan J. Sheppard)

[Signature]
Alan J. Sheppard

[Signature]
Carmen D. Sheppard
(as to Carmen D. Sheppard)

Carmen D. Sheppard
Carmen D. Sheppard

State of South Carolina)
County of Charleston)

Acknowledgment

The foregoing instrument was acknowledged before me this 25th day of November, 2008 by the Darrell Creek Homeowners Association, Inc. by MARK C. ROGERS, its President and by [Signature], its Vice President.

Sworn to before me November
This 25 day of August, 2008.

[Signature]
Notary Public for S.C.
My Commission Expires: 11/19/11

Sarah Ellen Wardell

State of South Carolina)

Acknowledgment

County of Charleston)

The foregoing instrument was acknowledged before me this 10 day of October, 2008 by Alan J. Sheppard.

Sworn to before me October
This 10 day of August, 2008.

[Signature]
Notary Public for S.C.
My Commission Expires: 9-22-18

[Signature]

State of South Carolina)

Acknowledgment

County of Charleston)

The foregoing instrument was acknowledged before me this 6 day of October, 2008 by Carmen D. Sheppard.

Sworn to before me October
This 6 day of August, 2008.

[Signature]
Notary Public for S.C.
My Commission Expires: 9/22/2018

Cathy D. Cox

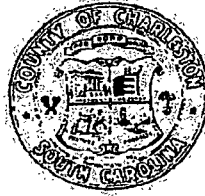
EXHIBIT "A"

All that marshland and highland situated in River Station Subdivision, Christ Church Parish, Charleston County, South Carolina, and being more specifically shown as a parcel of marshland within the extended boundary lines of LOT 6, BLOCK "A", and running from the rear property line of Lot 6, Block "A" to Alston creek and the island of highland all as shown on a plat by Andrew Wadsworth, R.L.S., dated June 4, 1997, entitled "MAP OF AN ISLAND ADJACENT TO LOT 6 BLOCK "A" RIVER STATION SUBDIVISION SITUATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA. " The said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TMS#: 596-08-00-006

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document

**Filed By:**

C.C. HARNESS LAW OFFICE
505 BELLE HALL PARKWAY
UNIT 101
MT. PLEASANT SC 29464-8326

RECORDED		
Date:	May 1, 2009	
Time:	11:52:23 AM	
Book	Page	DocType
0051	254	Misc
Charlie Lybrand, Register Charleston County, SC		

RMC BK 0051 Pg 254 Pg 6

MAKER:

DARRELL CRK HOA

RECIPIENT:

SHEPPARD ALAN J AL

Original Book:

Original Page:

of Sats:

of Pages: 6

of References:

Note:

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ 1.00
Postage	\$ 0.50
Chattel	\$ -
TOTAL	\$ 11.50

DRAWER

Drawer 4

CLERK

LRR



0051
Book



254
Page



05/01/2009
Recorded Date



6
Pgs



Original Book



Original Page



D
Doc Type



11:52:23
Recorded Time

843-958-4800 101 MEETING STREET CHARLESTON, SC 29401 www.charlestoncounty.org

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

February 18, 2015



John C. Johnston
361 N. Shelmore Blvd.
Mt. Pleasant, SC 29464
843.306.4240
Attorney for Appellant

RECEIVED

FEB 19 2015

SC Court of Appeals

PROOF OF SERVICE OF RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

APPEAL FROM CHARLESTON COUNTY
Master in Equity

FEB 19 2015

SC Court of Appeals

Mikel R. Scarborough, Master in Equity

Appellate Case No.: 2013-002807

CARMEN D. SHEPPARD a/k/a Carmen Sheppard, Carmen Dillard
Sheppard, Alan J. Sheppard a/k/a Alan Sheppard, TD Bank, National
Association, LVNV Funding LLC, and Darrell Creek Plantation
Homeowners' Association, Inc. Defendants

Of whom CARMEN D. SHEPPARD and ALAN J. SHEPPARD are the
Appellants.

v.

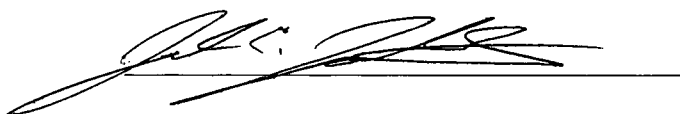
NATIONSTAR MORTGAGE, LLC., ... Respondents.

PROOF OF SERVICE

I certify that I have served the Record of Appeal on the South Carolina Court of Appeals, by
hand delivery, on February 19, 2015, addressed to The South Carolina Court of Appeals 1015 Sumter
St., Columbia, SC 29201.

--SIGNATURE PAGE TO FOLLOW--

February 19, 2015
Mt. Pleasant, SC

A handwritten signature in black ink, appearing to read "John C. Johnston", is written over a horizontal line.

John C. Johnston, Esq.
Johnston & Farmer, Esq.
361 N. Shelmore Blvd.
Mt. Pleasant, SC 29464
843.306.4240

PROOF OF SERVICE OF RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Master in Equity

Mikel R. Scarborough, Master in Equity

Appellate Case No.: 2013-002807

RECEIVED

FEB 19 2015

SC Court of Appeals

CARMEN D. SHEPPARD a/k/a Carmen Sheppard, Carmen Dillard Sheppard, Alan J. Sheppard a/k/a Alan Sheppard, TD Bank, National Association, LVNV Funding LLC, and Darrell Creek Plantation Homeowners' Association, Inc. Defendants

Of whom CARMEN D. SHEPPARD and ALAN J SHEPPARD are the Appellants.

v.

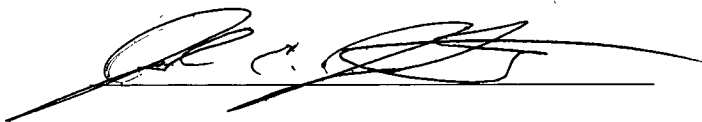
NATIONSTAR MORTGAGE, LLC., ... Respondents.

PROOF OF SERVICE

I certify that I have served the Record of Appeal on opposing counsel Dean Hayes, Attorney at Law, by hand delivery, on February 19, 2015, addressed to the aforementioned attorney of record, Dean Hayes (on behalf of his client, Respondent Nationstar Mortgage, LLC), Korn Law Firm, 1300 Pickens Street, Columbia, SC 29201.

--SIGNATURE PAGE TO FOLLOW--

February 19, 2015
Mt. Pleasant, SC

A handwritten signature in black ink, appearing to read "John C. Johnston", written over a horizontal line.

John C. Johnston, Esq.
Johnston & Farmer, Esq.
361 N. Shelmore Blvd.
Mt. Pleasant, SC 29464
843.306.4240