

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
COURT OF COMMON PLEAS

Gordon G. Cooper, Master in Equity

Case No. 2013-CP-42-0362

US Bank National Association as Trustee on behalf of Manufactured Housing
Contract Senior/Subordinate Pass-Through Certificates 1996-6 by Green Tree
Servicing LLC, as Servicer with delegated authority under the transaction
documents

Respondent

v.

Kim Byrd and the South Carolina Department of Revenue, Defendants
Of whom Kim Byrd is the Appellant

RECORD ON APPEAL

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lindsay@crawfordvk.com
Attorneys for Respondent

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SC Court of Appeals

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Attorneys for Respondent

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)
)
U.S. Bank, N.A., as trustee on)
behalf of Manufactured Housing)
Contract Senior/Subordinate Pass-)
Through Certificate 1996-6, by)
Green Tree Servicing LLC, as)
Servicer with delegated authority)
under the transaction documents,)
)
Plaintiffs,)
)
v.)
)
Kim Byrd and the South Carolina)
Department of Revenue,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
C/A NO. 2013-CP-42-0362

**ORDER DENYING DEFENDANT'S
MOTION TO DISMISS**

This Order came before me on Tuesday, August 12, 2014 pursuant to Defendant Kim Byrd's Motion to Dismiss. Present at the hearing were Sara C. Hutchins, Esquire, attorney for the Plaintiff, and J. Edwin McDonnell, Esquire, attorney for Defendant Kim Byrd. After review of the pleadings, affidavits, and attachments and affidavits thereto, and after arguments of counsel Defendant's Motion to Dismiss is denied and the Court makes the following finds of fact and conclusions of law:

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1. That on June 15, 1999 Mr. Dill, executed and delivered to Green Tree Financial Servicing Corporation ("Green Tree"), a certain Note in the principal sum of ninety-three thousand one hundred forty-eight and 0/100 (\$93,148.00) Dollars, with interest thereon at the rate of 8.75 % per annum ("Note"). Mr. Dill promised to repay Green Tree the amounts advanced under the Note.
2. That on October 14, 2009, Travis J. Dill executed a Manufactured Home Affidavit For Retirement of Title ("Affidavit"). Said Affidavit was filed on November 6,

2009, in the Spartanburg County Register of Deeds Office in Book in Book 94-X at Page 677. As a result the mobile/manufactured home has been converted and/or transmuted from personal property into real property subject to the lien of the Plaintiff's mortgage.

3. That simultaneously with the execution of the Note, and to better secure the repayment of the Note and the debt evidenced thereby, Mr. Dill executed and delivered unto Green Tree, a certain Mortgage dated June 15, 1999 ("Mortgage"), covering the real property that is the subject of this action. Said Mortgage was recorded on June 16, 1999, in Mortgage Book 2220, at Page 829 in the Office of the Spartanburg County Register of Deeds.

4. That Green Tree by Assignment of Mortgage dated December 3, 2012, assigned the subject mortgage unto Plaintiff. Said Assignment of Mortgage was recorded February 4, 2013 in the Office of the Register of Deeds for Spartanburg County in Book 4684 at Page 564.

5. That Plaintiff is in possession of the original Note referenced in paragraph 1 above.

6. A party must be a real party in interest to the litigation to have standing. Rule 17(a), SCRPC.

7. A "real party in interest" for purposes of standing is a party with a real, material, or substantial interest in the outcome of the litigation. Rule 17(a), SCRPC.

8. A "person entitled to enforce" an instrument means "(i) the holder of the instrument..." *Code of Laws of South Carolina (1976, as amended) § 36-3-301*

9. A holder is a person in possession of instrument drawn, issued, transferred or indorsed to him. *Code of Laws of South Carolina (1976, as amended) § 36-1-201(20).*

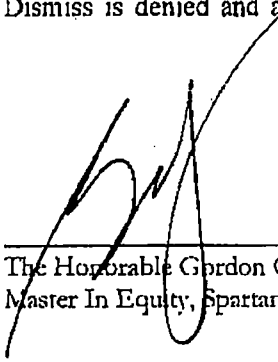
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M. HOPE BLANKLEY

10. Where the evidence indicates that the bank does hold the note then they are the holder and real party in interest authorized to enforce the same. *Bank of America, N.A. v. Draper*, 405 S.C. 214, 746 S.E. 2d 478 (Cl. App. 2013).

11. That Plaintiff as owner and holder of the subject original note and assignee of the subject mortgage, has the requisite standing to bring this action.

12. That Defendant's Motion to Dismiss is denied and a trial on the merits of this matter may be scheduled

AND IT IS SO ORDERED.




The Honorable Gordon G. Cooper
Master In Equity, Spartanburg County

Spartanburg, South Carolina

August 18, 2014

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M. HOPE BLACKLEY

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STATE OF SOUTH CAROLINA)
 COUNTY OF SPARTANBURG)
)
 U.S. Bank, N.A., as trustee on)
 behalf of Manufactured Housing)
 Contract Senior/Subordinate Pass-)
 Through Certificate 1996-6, by)
 Green Tree Servicing LLC, as)
 Servicer with delegated authority)
 under the transaction documents,)
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 Plaintiff,)
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 v.)
)
 Kim Byrd and the South Carolina)
 Department of Revenue,)
)
 Defendant(s).)

IN THE COURT OF COMMON PLEAS
 Case No. 2013-CP-42-0362

**MASTER IN EQUITY'S ORDER AND
 JUDGMENT OF FORECLOSURE
 AND SALE**

(Deficiency Judgment Waived)

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 matter; with any appeal from this Order to the South Carolina Supreme Court or to the Court of Appeals under Rule 203 (d)(1), SCACR.

Pursuant to the Order of Reference, a hearing was held in the Office of the Master in Equity for Spartanburg County and was attended by the attorneys of record. Testimony was taken at said hearing and is reported herewith, and from the testimony and evidence, I find and conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed November 9, 2012; the Second Lis Pendens was filed January 29, 2013.
2. The Summons and Complaint were filed January 29, 2013.
3. Upon information and belief, Travis J. Dill ("Mr. Dill") was a resident of the State of South Carolina, County of Spartanburg, at the time of his demise. Upon information and belief, Mr. Dill died intestate and estate was filed in the Probate Court of aforesaid County and State with Case Number 2011-ES-42-1029.
4. A Deed of Distribution was recorded from aforesaid Estate, conveying the property which is the subject of this foreclosure action to Kim Byrd ("Ms. Byrd"). Said Deed of Distribution was recorded on November 3, 2011, in Book 99M at Page 225.

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5. Service was made upon all Defendant(s) as shown by the Affidavit(s) of Service filed of record.
6. According to the Affidavit(s) filed of record, no Defendant is in the Military Service of the United States of America, as contemplated under the Servicemember Relief Act, December 19, 2003, and any amendments thereto.
7. All Defendants were notified of the time, date, and place of the hearing in this matter.
8. For value received, Mr. Dill made, executed and delivered a Note dated the 15th day of June, 1999, promising thereby to pay to the order of Green Tree Financial Servicing Corporation ("Green Tree") the sum of ninety-three thousand one hundred forty-eight and 0/100 (\$93,148.00) Dollars, with interest at 8.75% per annum ("Note"). Other terms and conditions are stated in the Note, a copy of which is of record herein and made a part hereof by reference.
9. To better secure the payment of the Note described above, Mr. Dill made, executed and delivered to Green Tree Financial Servicing Corporation a Mortgage in writing dated June 15, 1999, covering real property in Spartanburg County ("Mortgaged Property"), which is the same as that described in the Complaint ("Mortgage"). Other terms and conditions are stated in the Mortgage, a copy of which is of record herein and made a part hereof by reference. The Mortgage was filed on June 16, 1999, in Book 2220, at Page 829. Subsequently, said Mortgage assigned to Plaintiff by that certain Assignment of Mortgage recorded February 4, 2013 in Book 4684 at Page 564., in the Office of the Register of Deeds for Spartanburg County, South Carolina. By virtue of said assignment the Plaintiff in this action is the mortgagee/beneficiary of the note and mortgage.
10. That Defendant Byrd filed a Motion to Dismiss due to lack of standing and said motion was denied by Order filed August 19, 2014, it was previously determined by this Court that Plaintiff is the owner and holder of the subject note and mortgage and has requisite standing to prosecute this action.
11. That Defendant Byrd renewed its Motion to Dismiss due to lack of standing at the trial of this matter, and said motion was denied based on the same reasons cited in the August 19, 2014 Order referenced above.
12. That on or about October 14, 2009, Travis J. Dill executed a Manufactured Home Affidavit For Retirement of Title ("Affidavit"). Said Affidavit was filed on November 6, 2009, in the Spartanburg County Register of Deeds Office in Book in Book 94-X at Page 677. As a result the mobile/manufactured home has been converted and/or transmuted from personal property into real property subject to the lien of the Plaintiff's mortgage

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13. The Mortgage constitutes a purchase money mortgage lien on the Mortgaged Property.
14. The Plaintiff in this action is the owner and holder of the Note and Mortgage it is seeking to foreclose.
15. The titleholder(s) of record in and to the Mortgaged Property as of the filing of the Lis Pendens in this action was Kim Byrd.
16. Payment due on the Note and Mortgage has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of the attorney herein for collection.
17. The amount due and owing on the note, with interest at the rate provided therein, and other costs and expenses of collection, including an attorney's fee, is as follows:

(a) Principal due	\$ 87,599.96
(b) Interest from 06/10/2012 to 10/21/2014 at interest rate 8.75% per annum	\$ 17,071.44
(d) Advancements properly chargeable	\$ 6,537.49
Deferred interest:	\$3,864.56
Hazard/Flood Ins.:	\$2,218.11
Taxes:	\$454.72
Prtl Pmt.:	\$.10
(e) Credit for credit life rebate or other such required credit	\$
(f) Late Charges before being sent to Attorney for collection	\$ 490.00
(g) Costs of collection (service, filing, etc.)	\$ 952.50
(h) Attorney's Fees	\$ 3,586.24

TOTAL DEBT secured by security agreement
and mortgage, including interest to date shown

\$ 116,237.64

Interest for the period from 10/21/2014, as shown above at the stated rate of 8.75% per annum, shall be added to the Principal Balance shown through the date this Judgment is filed. After the date of judgment, interest at the rate of 8.75% per annum on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

17. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b), SCRCF
18. Upon information and said belief, said information being obtained from the records of Spartanburg County, South Carolina, the Defendants below-named may claim to have some interest in or lien upon the Mortgaged Property but such interest or lien is junior and

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[Handwritten signature]

subordinate to Plaintiff's mortgage to wit:

- a. Kim Byrd by virtue of any interest she may claim in the subject property pursuant to that Deed of Distribution, referenced above in paragraph 4, and recorded on November 3, 2011, in Book 99M at Page 225.
 - b. The South Carolina Department of Revenue by virtue of that tax lien against:
 - (1) Travis Dill in the amount of \$1,556.61, recorded October 6, 2005, in State Tax Lien Book S-22 at Page 886, Tax Lien Number 3-50645711-0.
 - (2) Travis Dill in the amount of \$1,826.04, in State Tax Lien Book S-30 at Page 604, Tax Lien Number 3-50736545-0.
 - (3) Travis Dill and Kim Byrd, recorded May 11, 2007, in State Tax Lien Book S-35 at Page 825, Tax Lien Number 3-50808456-3.
19. That the subject Mortgage is not subject to or Plaintiff has complied with the Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures and the Home Affordable Modification Program ("HMP")*, 2009-05-22-01, filed May 22, 2009. 19. That the attorney for the Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures Actions*, 2011-05-02-01, has certified that pursuant to Supreme Court Administrative Order 2011-05-02-01 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 refused, or voluntarily elected not to participate in any foreclosure intervention process.

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SPARTANBURG

CONCLUSIONS OF LAW

- I, therefore, conclude as follows:
20. The Plaintiff should have judgment of foreclosure of the Mortgage and the Mortgaged Property shall be ordered sold at public auction after due advertisement.
 21. The Plaintiff's lien is a purchase money mortgage lien on the Mortgaged Property.
 22. I also conclude that the amount of attorney fees requested by Plaintiff is reasonable.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

23. There is due to the Plaintiff on the obligation and Mortgage set forth in the complaint the sum of \$ 116,237.64 representing the "Total Debt" due Plaintiff as set out hereinabove, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof. The amount due in the preceding paragraph (the "Total Debt" as set forth hereinabove, 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 8.75% per annum.

24. That the Defendant(s) liable for the aforesaid mortgage debt shall on or before the date of sale of the Mortgaged 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.
25. That on default of payment, at or before the time herein indicated, the Mortgaged Property described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction, at the Spartanburg County Courthouse, Spartanburg, SC on some convenient sales day hereinafter (and should the regular day of judicial sales fall on a legal holiday), on the following terms, that is to say:
- (a) FOR CASH: the Master in Equity will require a deposit of five (5%) percent of the amount of the bid (in cash or equivalent), by 5:00 p.m. on the day of the sale and bid or immediately if directed by the Judge, same to be applied on the purchase money only upon compliance with the bid, but in case of non-compliance within twenty (20) days same to be forfeited and applied to the costs of Plaintiff's debt.
 - (b) Interest on the bid shall be paid to the day of compliance at the rate of 8.75% per annum.
 - (c) The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record, and any other senior encumbrances.
 - (d) Purchaser to pay for deed stamps and cost of recording deed.
26. That a personal or deficiency judgment being waived, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately
27. If Plaintiff be the successful bidder at the said sale, for a sum, not exceeding the amount of costs, disbursements, expenses and indebtedness of Plaintiff in full, Plaintiff may pay only the amount of costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.
28. That the Master in Equity will by advertisement according to law, give notice of the time, and place of such 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 twenty (20) 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 former highest bidder, and so from time to time thereafter until full compliance shall be secured.

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29. That the Master in Equity will apply the proceeds of sale as follows:
FIRST: To the payment of the amount of the costs, disbursements, and expenses of this action.

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

30. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, the Sheriff of Spartanburg County is ordered and directed to eject and remove the Defendant(s) from the Mortgaged Property sold, together with all personal property located thereon, and put the successful bidder or his assigns in such peaceable possession.

31. **IT IS FURTHER ORDERED** that each Defendant, including those subordinate lien holders, if any named hereinabove, and all persons whosoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said Mortgaged Property so sold, or any part thereof.

32. **IT IS FURTHER ORDERED** that, pursuant to South Carolina Code Ann. Section 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Mesne Conveyance in the name of the owner of record of the Mortgaged Property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

33. The undersigned Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Supplemental Order to evidence additional debt incurred if the sale of the Mortgaged Property is delayed by the filing of a bankruptcy petition, transfer of service of the Note and Mortgage by the Plaintiff or an attempt of the parties to reach a settlement, the issuance of a Supplemental Order to correct a harmless error in the action that does not substantially affect the rights of the parties, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c), South Carolina Rules of Civil Procedure.

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

All that lot or parcel of land in the County of Spartanburg, State of South Carolina, being known and designated as Lot B, containing 0.411 acre, more or less, as shown on a plat entitled "Travis J. Dill," dated May 24, 1999, made by James V. Gregory Land Surveying, to be recorded herewith.

Also, a 1999 Southern mobile home, serial number DSE2AL13515AB that is located on the property, said mobile home transmuted to real property by that certain Affidavit of

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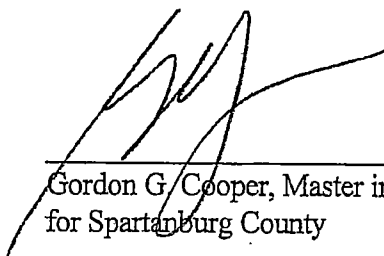
Retirement of Title was filed 11/6/2009 in Book 94-X at Page 677, transmuted the mobile home from personal property to real property.

This being the identical property conveyed to Travis J. Dill by deed from George J. Byrd, dated June 15, 1999 recorded June 16, 1999 in the Office of the Spartanburg County Register in Book 70B Page 571. Subsequently, a Deed of Distribution conveying the property to Kim Byrd was recorded on November 3, 2011, in Book 99M at Page 225..

Property Address: 130 Gossett Road, Spartanburg, SC 29307

TMS#: 3-08-00-124.01

35. **IT IS FURTHER ORDERED** that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the Mortgaged Property, then the sale of the Mortgaged property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sale day.


Gordon G. Cooper, Master in Equity
for Spartanburg County

Spartanburg, South Carolina

November 4, 2014

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M. HOPE BLACKLEY

NOTICE OF MASTER IN EQUITY SALE
CASE NO.2013-CP-42-0362

BY VIRTUE OF A DECREE of the Court of Common Pleas for Spartanburg County, South Carolina, heretofore issued in the case of U.S. Bank, N.A., as trustee on behalf of Manufactured Housing Contract Senior/Subordinate Pass- Through Certificate 1996-6, by Green Tree Servicing LLC, as Servicer with delegated authority under the transaction documents, Kim Byrd, *et al.*, the Master in Equity for Spartanburg County, or his agent, will sell on December 1, 2014 at 11:00 am, at Spartanburg County Courthouse, Spartanburg, SC, to the highest bidder.

All that lot or parcel of land in the County of Spartanburg, State of South Carolina, being known and designated as Lot B, containing 0.411 acre, more or less, as shown on a plat entitled "Travis J. Dill," dated May 24, 1999, made by James V. Gregory Land Surveying, to be recorded herewith.

Also located on this property is a 1999 Southern mobile home, serial number DSE2AL13515AB. An Affidavit of Retirement of Title was filed 11/6/2009 transmuting the mobile home from personal property to real property.

This being the identical property conveyed to Travis J. Dill by deed from George J. Byrd, dated June 15, 1999, recorded June 16, 1999, in the Office of the Spartanburg County Register in Book 70B, Page 571. Subsequently, a Deed of Distribution conveying the property to Kim Byrd was recorded on November 3, 2011, in Book 99M at Page 225..

Property commonly known as: 130 Gossett Road, Spartanburg, SC 29307

TMS Number: 3-08-00-124.01

TERMS OF SALE: For cash. The purchaser to pay for papers and recording fees for deed, and that the successful bidder, other than the Plaintiff herein, do, upon the acceptance of his or her bid, deposit with the Master in Equity for Spartanburg County a certified check or cash in the amount equal to 5% of the amount of the bid, by 5:00 pm on the day of the sale and bid or immediately if directed by the Judge, same to be applied on the purchase money only upon compliance with the bid, but in case of non-compliance within twenty (20) days, the deposit of 5% is to be forfeited and applied to Plaintiff's Judgment debt and the property re-advertised for sale upon the same terms at the risk of the former highest bidder. Purchaser to pay for deed recording fees and deed stamps.

No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately

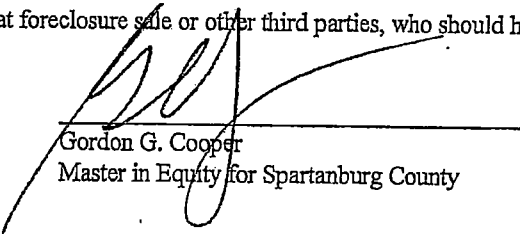
The property will be sold subject to any past due or accruing property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

This property will be sold subject to the following mortgage(s): None

The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the interest rate of 8.75% per annum.

The Plaintiff does not warrant its title search to purchases at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

Spartanburg, South Carolina
11-4, 2014


Gordon G. Cooper
Master in Equity for Spartanburg County

CRAWFORD & VON KELLER, LLC
PO Box 4216
Columbia, SC 29240
Attorneys for Plaintiff

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M. HOPE BLOXLEY

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

U.S. Bank, N.A., as trustee on)
behalf of Manufactured Housing)
Contract Senior/Subordinate Pass-)
Through Certificate 1996-6, by)
Green Tree Servicing LLC, as)
Servicer with delegated authority)
under the transaction documents,)

2013-CP-42-0362

Plaintiff,)

vs.)

AMENDED LIS PENDENS

Lis Pendens Number 2012-LP-42-1637

Kim Byrd and the South Carolina)
Department of Revenue,)

Defendant(s).)


NOTICE IS HEREBY GIVEN THAT an action has or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of a certain mortgage of real estate given by Travis J. Dill to Green Tree Financial Servicing Corporation, dated June 15, 1999 and subsequently recorded on June 16, 1999, in book 2220, page 829 in the Office of the Register of Deeds for Spartanburg County. The real property covered and affected by the said mortgage and 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:

All that lot or parcel of land in the County of Spartanburg, State of South Carolina, being known and designated as Lot B, containing 0.411 acre, more or less, as shown on a plat entitled "Travis J. Dill," dated May 24, 1999, made by James V. Gregory Land Surveying, to be recorded herewith.

Also on this property is a 1999 Southern mobile home, serial number DSE2AL13515AB

Property Description: 130 Gossett Road, Spartanburg, SC 29307

TMS Number: 3-08-00-124.01


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M. HOPE BLACKLEY

January 22, 2013



STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS)
CIVIL ACTION NO.)

U.S. Bank, N.A., as trustee on)
behalf of Manufactured Housing)
Contract Senior/Subordinate Pass-)
Through Certificate 1996-6, by)
Green Tree Servicing LLC, as)
Servicer with delegated authority)
under the transaction documents,)
Plaintiff,)

2013-CP-42-0362

vs.)

SUMMONS AND NOTICES

Foreclosure of Real Estate)
Mortgage (Non-Jury))

Kim Byrd and the South Carolina)
Department of Revenue,)

Defendant(s).)

Deficiency Waived)

TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to said Complaint on the persons whose names are subscribed below at PO Box 4216, Columbia, SC 29240, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, 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 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) RESIDE(S), AND/OR TO PERSON UNDER SOME LEGAL DISABILITY, INCOMPETENTS AND PERSONS CONFINED:

YOUR ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian *ad Litem* within thirty (30) days after service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.

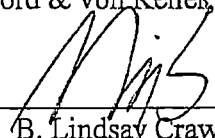
YOU WILL ALSO TAKE NOTICE that, pursuant to Rule 53(b) *South Carolina Rules of Civil Procedure*, as amended effective September 1, 2002, the undersigned attorneys, on

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SPARTANBURG COUNTY
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THE SHIRE BLDG

behalf of the Plaintiff herein, will seek a general Order of Reference to the Master-in-Equity or Special Referee for Spartanburg County, South Carolina, which order shall, pursuant to the Rule 53(b) *South Carolina Rules of Civil Procedure*, specifically provide that the Master-in-Equity or Special Referee is authorized and empowered to enter a final judgment in this action, with any appeal from the final judgment entered by the Master-in-Equity or Special Referee directly to the Supreme Court or to the Court of Appeals, whichever is appropriate.

Crawford & von Keller, LLC

By: _____


B. Lindsay Crawford, III
Theodore von Keller
Sara C. Hutchins
PO Box 4216
Columbia, SC 29240
803-790-2626

January 22, 2013

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.

U.S. Bank, N.A., as trustee on)
behalf of Manufactured Housing)
Contract Senior/Subordinate Pass-)
Through Certificate 1996-6, by)
Green Tree Servicing LLC, as)
Servicer with delegated authority)
under the transaction documents,)

Plaintiff,

vs.

Kim Byrd and the South Carolina)
Department of Revenue,)

Defendant(s)

2013-CP-42-0362

COMPLAINT
(Non-Jury)

Deficiency Waived

1323.5963

U.S. Bank, N.A., as trustee on behalf of Manufactured Housing Contract Senior/Subordinate Pass-Through Certificate 1996-6, by Green Tree Servicing LLC, as Servicer with delegated authority under the transaction documents (the "Plaintiff"), complaining of the above-captioned Defendant(s), alleges as follows:

1. The Plaintiff is a national banking association, corporation or other legal entity authorized to do business in the State of South Carolina.
2. The Plaintiff is the owner and holder of the Note and Mortgage covering real property, which is the subject of the foreclosure action herein, located in the County of Spartanburg, State of South Carolina and this Court has proper jurisdiction over the subject matter and the parties of this action.
3. That the loan subject to this action is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac, however, Green Tree Servicing LLC, the servicing agent for the Plaintiff, is a servicer who has signed an agreement to participate in the Home Affordable Modification Program ("HMP"). Pursuant to Supplemental Directive 09-01, it has been determined that modification under HMP is not available as the investors did not sign an agreement to participate in HMP. Reasonable efforts have been made to persuade the investors to allow modification pursuant to HMP and those efforts have been unsuccessful.

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4. Upon information and belief, Travis J. Dill ("Mr. Dill") was a resident of the State of South Carolina, County of Spartanburg, at the time of his demise. Upon information and belief, Mr. Dill died intestate and estate was filed in the Probate Court of aforesaid County and State with Case Number 2011-ES-42-1029.

5. A Deed of Distribution was recorded from aforesaid Estate, conveying the property which is the subject of this foreclosure action to Kim Byrd. Said Deed of Distribution was recorded on November 3, 2011, in Book 99M at Page 225.

6. Based upon a search of the public records of Spartanburg County, all persons or entities having an interest or lien or possible claim in or upon the subject property that is subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

7. Any Defendant(s) herein described as judgment creditors, by filing of said judgments, have designated their attorney entering the judgment as their agent for service of process under the provisions of §15-35-840 of the *South Carolina Code of Laws* (1976 as amended).

8. Upon information and belief, no Defendant(s) is in the military service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act (2003).

9. For valuable consideration given, Mr. Dill executed and delivered to Green Tree Financial Servicing Corporation ("Green Tree"), a certain Note dated the 15th day of June, 1999 in the principal sum of ninety-three thousand one hundred forty-eight and 0/100 (\$93,148.00) Dollars, with interest thereon at the rate of 8.75% per annum ("Note"). Mr. Dill promised to repay Green Tree the amounts advanced under the Note.

10. That on or about October 14, 2009, Travis J. Dill executed a Manufactured Home Affidavit For Retirement of Title ("Affidavit"). Said Affidavit was filed on November 6, 2009, in the Spartanburg County Register of Deeds Office in Book in Book 94-X at Page 677. As a result the mobile/manufactured home has been converted and/or transmuted from personal property into real property subject to the lien of the Plaintiff's mortgage.

11. Simultaneously with the execution of the Note, and to better secure the repayment of the Note and the debt evidenced thereby, Mr. Dill executed and delivered unto Green Tree a certain Mortgage dated June 15, 1999 ("Mortgage"), covering the following described property ("Mortgaged Property"):

All that lot or parcel of land in the County of Spartanburg, State of South Carolina, being known and designated as Lot B, containing 0.411 acre, more or less, as shown on a plat entitled "Travis J. Dill," dated May 24, 1999, made by James V. Gregory Land Surveying, to be recorded herewith.

Also on this property is a 1999 Southern mobile home, serial number DSE2AL13515AB
TMS Number: 3-08-00-124.01

12. Thereafter, the Mortgage was recorded on June 16, 1999, in Mortgage Book 2220, at Page 829 in the Office of the Spartanburg County Register of Deeds. The Mortgage is to be assigned to the Plaintiff herein by assignment to be recorded prior to the hearing.

13. The above-referenced instrument constitutes a purchase money mortgage on the Mortgaged Property.

14. Pursuant to the terms of the Mortgage, any sums paid by the Plaintiff for inspecting and securing the Mortgaged Property, for fire and other hazard insurance, taxes and assessments for the Mortgaged Property, and any costs of collection, including reasonable attorneys' fees, are secured by the Mortgage.

15. The monthly payments due on the Note and Mortgage are in default since July 10, 2012, although demand for payment thereof has been made and the Plaintiff, as present lienholder, after providing all required notices, elects to, and does declare the entire balance due and payable, and that there is due and owing on the Note as of January 17, 2013, the sum of \$100,083.97, together with interest as provided at the rate set forth in the Note from June 10, 2012, to the date of payment, and also for the costs and disbursements of this action, including attorneys' fees.

16. Pursuant to §37-3-105, *South Carolina Code of Laws* (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a "consumer loan" for the purposes of the South Carolina Consumer Protection Code. Any notices of right to cure have been given as required.

17. Pursuant to its rights under the Note, Plaintiff has and does hereby elect to declare the total unpaid balance of principal and interest on the Note due and payable and does hereby elect to foreclose the Mortgage on the Mortgaged Property, reserving however, any and all rights and remedies the Plaintiff may have under the Note and Mortgage.

18. The Plaintiff has placed this matter with the undersigned attorneys for collection.

19. Upon information and belief, said information being obtained from the public records of Spartanburg County, South Carolina, the Defendant(s) below-named may claim to

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SPARTANBURG COUNTY, SOUTH CAROLINA

have some interest in or lien upon the Mortgaged Property by virtue of the matters and things herein below alleged, but such interest or lien, if any, is junior and subordinate to Plaintiff's Mortgage, to wit:

- a. Kim Byrd by virtue of any interest she may claim in the subject property pursuant to that Deed of Distribution, referenced above in paragraph 4, and recorded on November 3, 2011, in Book 99M at Page 225.
- b. The South Carolina Department of Revenue by virtue of that tax lien against:
 - (1) Travis Dill in the amount of \$1,556.61, recorded October 6, 2005, in State Tax Lien Book S-22 at Page 886, Tax Lien Number 3-50545711-0.
 - (2) Travis Dill in the amount of \$1,826.04, in State Tax Lien Book S-30 at Page 604, Tax Lien Number 3-50736545-0.
 - (3) Travis Dill and Kim Byrd, recorded May 11, 2007, in State Tax Lien Book S-35 at Page 825, Tax Lien Number 3-50808456-3.

20. Plaintiff does not demand and hereby specifically waives personal judgment in the event the sale of the Mortgaged Property does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and attorney's fees.

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

1. The amount due upon the Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorneys' fees and costs of this action;
2. The Plaintiff's Mortgage be declared a purchase money mortgage and that the Plaintiff has a 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. The Mortgaged Property be sold under the direction of this Court, the equity redemption be barred, and 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 the attorney's fees as aforesaid; and
 - Third, the surplus, if any, be distributed according to law.
4. An Order be entered directing and empowering the Sheriff of Spartanburg County,

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South Carolina, to place the successful purchaser at said foreclosure sale in possession of the Mortgaged Property should the same become necessary.

5. An Order be entered for the ejection of the Defendants in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property, if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Mortgaged Property by placing said property on the public street or highway or by any other means, including by force, if necessary.

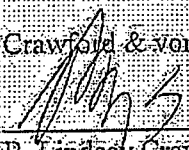
6. An Order granting the appointment of a receiver should it become necessary, to secure and supervise the rental of the property to be foreclosed with the authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt;

7. An Order to be entered for reimbursement of all costs of inspecting and securing the property incurred by the Plaintiff as a result of the delinquency;

8. The Defendant(s), and all persons whomever claiming by and through said Defendant(s), be forever barred of right, title and interest of, in and to the Mortgage Property and Collateral, and each and every part thereof; and

9. An Order be entered for such other and further relief as this Court may deem just and proper.

Crawford & von Keller, LLC


B. Lindsay Crawford, III
Theodore von Keller
Sara C. Hutchins
PO Box 4216
Columbia, SC 29240
803-790-2626

Date: January 17, 2013

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M. HOPE BLANCHLEY

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)
)
 U.S. Bank, N.A. as trustee)
 Plaintiff)
)
 v.)
)
 Kim Byrd, et al.)
)
 Defendant)

IN THE COURT OF COMMON PLEAS

ANSWER
 2013-CP-42-0362

Defendant Kim Byrd, hereinafter Defendant, answering the complaint herein, would respectfully show unto the court:

1. Defendant denies each and every allegation contained in the complaint unless specifically admitted hereafter.
2. On information and belief, Defendant admits the allegations of paragraphs one, four, five, six, seven, eight, fourteen, nineteen, and twenty.
3. Defendant denies the allegations of paragraphs two, twelve, thirteen, fifteen, sixteen, and seventeen.
4. Defendant lacks sufficient information to admit or deny the allegations of paragraphs three, nine, eleven, and eighteen and therefore deny same.
5. Defendant admits the allegations of paragraph ten as to the filing of affidavits, but denies the conclusion of that paragraph that the mobile home has been de-titled because there is no allegation that the SC DMV has approved that process.

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 M. HELEN BLACKLEY

AS A SECOND DEFENSE AND BY WAY OF SETOFF
(attorney preference)

6. Defendant realleges the allegations of paragraphs one through five as if fully set forth herein.

7. On information and belief, Travis J. Dill was not provided an attorney preference form prior to the subject mortgage being "closed" as required by S.C.C.A. §37-10-102.

8. Defendant is entitled to a set-off of \$1,500 to \$7,500 as determined by the court plus attorney fees.

AS A THIRD DEFENSE AND BY WAY OF SET OFF
(insurance preference)

9. Defendant realleges the allegations of paragraphs one through five as if fully set forth herein.

10. On information and belief, Travis J. Dill was not provided an insurance preference form prior to the subject mortgage being "closed" as required by S.C.C.A. §37-10-102.

11. Defendant is entitled to a set-off of \$1,500 to \$7,500 as determined by the court plus attorney fees.

AS A THIRD DEFENSE
(standing)

12. Defendant realleges the allegations of paragraphs one through five as if fully set forth herein.

13. Defendant has not received any documentation to show that Plaintiff is the current owner of the subject note and mortgage.

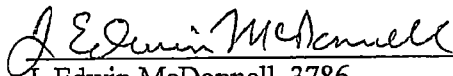
14. Without such documentation, Plaintiff does not have standing to bring this action.

15. This action should be dismissed for lack of standing of Plaintiff.

WHEREFORE, defendant respectfully requests that Plaintiff be granted no relief,

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Defendant be granted a total set off of up to \$15,000 plus attorney fees and for such other and further relief as is deemed proper.

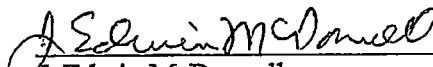


J. Edwin McDonnell, 3786
South Carolina Legal Services
Attorney for
148 East Main Street
Spartanburg, South Carolina 29306
864-699-0303
864-582-0302 (fax)
eddiemcdonnell@sclegal.org

CERTIFICATE OF SERVICE

This answer was served by mailing a copy of the same, on the date below, postage pre-paid, to the attorney stated below at the address given:

Sara C. Hutchins, Esq.
Crawford & von Keller, LLC
PO Box 4216
Columbia SC 29240
Attorney for plaintiff


J. Edwin McDonnell

June 17, 2013

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

AFFIDAVIT OF SERVICE

PERSONALLY APPEARED BEFORE ME, William M. Bennett, who being duly sworn, deposes and states that he has on the date and time indicated below effected process as follows in accordance with the South Carolina Code of Laws and the South Carolina Rules of Civil Procedure:

DOCUMENT(S): Notice of Right to Foreclosure Intervention; Amended Lis Pendens; Civil Action Cover Sheet; Certificate of Exemption/Withdrawal from Arbitration; Summons; Complaint; Verification; and Notice of Fair Debt Collection Act (15 pages)

SERVED UPON: Attorney General's Office

IN THE MATTER OF: U.S. Bank, NA vs. Kim Byrd, et al.
Civil Action Number: 2013-CP-42-362

BY DELIVERING A COPY OF SAME TO: Dorothy Moore accepted service
1000 Assembly Street, Fifth Floor
Columbia, South Carolina 29201

DATE & TIME OF SERVICE: February 19, 2013 @ 3:15 p.m.



William M. Bennett, Process Server
Sandlapper Investigations and
Services, Inc.
P.O. Box 3091
Leesville, South Carolina 29078
(803) 767-8246

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SPARTANBURG COUNTY
2013 MAR 11 AM 10:15
M. HOPKINS BLACKLEY

Sworn to and subscribed before me
this 21st day of February, 2013.

Susan C. Bennett

Notary Public for South Carolina
My Commission Expires: 7-10-2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

AFFIDAVIT OF SERVICE

PERSONALLY APPEARED BEFORE ME, William M. Bennett, who being duly sworn, deposes and states that he has on the date and time indicated below effected process as follows in accordance with the South Carolina Code of Laws and the South Carolina Rules of Civil Procedure:

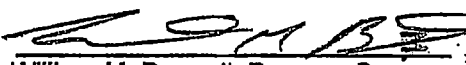
DOCUMENT(S): Notice of Right to Foreclosure Intervention; Amended Lis Pendens; Civil Action Cover Sheet; Certificate of Exemption/Withdrawal from Arbitration; Summons; Complaint; Verification; and Notice of Fair Debt Collection Act (15 pages)

SERVED UPON: South Carolina Department of Revenue

IN THE MATTER OF: U.S. Bank, NA vs. Kim Byrd, et al.
Civil Action Number: 2013-CP-42-362

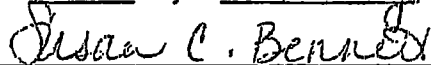
BY DELIVERING A COPY OF SAME TO: Tammy Eichelberger accepted service
300-A Outlet Pointe Boulevard
Columbia, South Carolina 29210

DATE & TIME OF SERVICE: February 19, 2013 @ 4:00 p.m.


William M. Bennett, Process Server
Sandlapper Investigations and
Services, Inc.
P.O. Box 3091
Leesville, South Carolina 29070
(803) 767-8246

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CLERK OF COURT
SPARTANBURG COUNTY
FEB 19 2013
M. J. BLACKLEY

Sworn to and subscribed before me
this 21st day of February, 2013.


Notary Public for South Carolina
My Commission Expires: 7-10-2022

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS
C/A No. 2013-CP-42-0362

U.S. Bank, N.A., as trustee on)
behalf of Manufactured Housing)
Contract Senior/Subordinate Pass-)
Through Certificate 1996-6, by)
Green Tree Servicing LLC, as)
Servicer with delegated authority)
under the transaction documents,)

Plaintiff,)

v.)


**AFFIDAVIT OF
NON-MILITARY SERVICE**

Kim Byrd and the South Carolina)
Department of Revenue,)

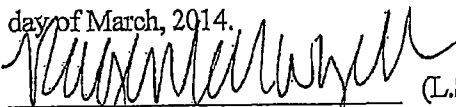
Defendant(s).)

Personally appeared before me, the undersigned attorney for the Plaintiff, who being duly sworn says that (s)he is familiar with the provisions of 50 U.S.C.A. App. §520, Servicemembers Civil Relief Act as amended December 19, 2003, and represents to the Court that upon information available to the Plaintiff no Defendant is in the military service of the United States and therefore, not entitled to the protection of the Servicemembers Civil Relief Act, as amended December 19, 2003.

FURTHER AFFIANT SAYETH NOT.



B. Lindsay Crawford, III
Theodore von Keller
Sara C. Hutchins
Adam H. Schanz
Crawford & von Keller, LLC
P.O. Box 4216, Columbia, SC 29240
803-790-2626
Attorneys for Plaintiff

SWORN to before me this 11th
day of March, 2014.


(L.S.)
Notary Public for South Carolina
My commission expires: 04/29/2019

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SPARTANBURG
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M. HOPKINS

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS
C/A No. 2013-CP-42-0362

U.S. Bank, N.A., as trustee on)
behalf of Manufactured Housing)
Contract Senior/Subordinate Pass-)
Through Certificate 1996-6, by)
Green Tree Servicing LLC, as)
Servicer with delegated authority)
under the transaction documents,)

Plaintiff,)

v.)

CERTIFICATE OF SERVICE

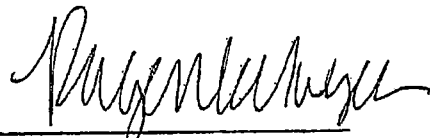
Kim Byrd and the South Carolina)
Department of Revenue,)

Defendant(s).)

I, the undersigned, Ragen Kolwyck, an employee of Crawford & von Keller, LLC, attorneys for the Plaintiff, do hereby certify that I served copies of the Plaintiff's Motion and Order Reference, and Affidavit of Non-Military Service to the below-listed Defendant(s) this date, by personally depositing copies of same in a United States Postal Service mailbox, postage pre-paid, addressed as follows:

J. Edwin McDonnel, Esq.
148 East Main Street
Spartanburg, SC 29306
Attorney for Kim Byrd

The South Carolina Department of Revenue
Office of General Counsel for Litigation
Attn: Milton Kimpson
Post Office Box 12265
Columbia, SC 29211


Ragen Kolwyck

Columbia, South Carolina
March 11, 2014

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SPARTANBURG COUNTY
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M. DOPE BLACKLEY

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

U.S. Bank, N.A. as trustee on behalf of
Manufactured Housing Contract
Senior/Subordinate Pass-Through
Certificate Trust 1999-6 by Green Tree
Servicing LLC, as Servicer with
delegated authority under the transaction
documents,

Plaintiff,

-vs-

Kim Byrd and the South Carolina
Department of Revenue,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2013-CP-42-0362

**CERTIFICATION OF
COMPLIANCE WITH
ADMINISTRATIVE ORDER
2011-05-02-01**

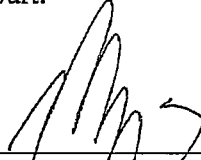
The undersigned Plaintiff's attorney does hereby certify as follows:

1. That this is an action for the foreclosure of owner occupied real property.
2. That the Mortgagor has been served with a notice of the Mortgagor's right to foreclosure intervention for the purpose of seeking a resolution of the foreclosure action by loan modification or other means of loss mitigation;
3. That the Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the Mortgagor to evaluate eligibility for foreclosure intervention;
4. That the 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;
5. That after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines of the Mortgagee applicable to the mortgage loan, and the parties

have been unable to reach any other agreement concerning the foreclosure process; and,

6. That notice of the denial of loan modification or other means of loss mitigation, including notice that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint, has been served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; and,

7. That an Answer has been filed with the Court.



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Columbia, South Carolina
June 25, 2013

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS)
C/A No. 2013-CP-42-0362)

U.S. Bank, N.A., as trustee on)
behalf of Manufactured Housing)
Contract Senior/Subordinate Pass-)
Through Certificate 1996-6, by)
Green Tree Servicing LLC, as)
Servicer with delegated authority)
under the transaction documents,)

Plaintiff,)

v.)

Kim Byrd and the South Carolina)
Department of Revenue,)
Defendant(s).)

**PLAINTIFF'S MOTION AND
ORDER OF REFERENCE**

1323.5963

IT APPEARING, pursuant to Rule 53(b) of the *South Carolina Rules of Civil Procedure*, that the above-entitled case is an action for foreclosure and is an appropriate action to be referred to the Master in Equity or Special Referee in the above-entitled county by order of a Circuit Court Judge or the Clerk of Court, with authority to enter a final judgment in the case;

NOW, upon the motion of the attorneys for the Plaintiff,

IT IS HEREBY ORDERED this action is referred to The Honorable Gordon G. Cooper, as Master in Equity for Spartanburg County, who, pursuant to Rule 53(b) of the *South Carolina Rules of Civil Procedure*, shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment in the action; hearing any issues, including motions, after sale or judgment; issuing any and all Order and Supplemental Orders, Writs of Assistance, issuance of any rule to show cause, including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure, and hearing any issues involving possession and /or removal of property and appraisal proceeds under §29-3-360, *et seq.*, of the *South Carolina Code*. Any appeal from the final judgment entered by the Master in Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules. Any judicial sale of the property subject to this action may be held on a day other than the regular judicial sale day.

IT IS SO ORDERED.

Spartanburg, SC
March 17, 2014.

M. Hope Blackley
Presiding Judge/Clerk of Court

I SO MOVE:

[Signature]
B. Lindsay Crawford, III
Theodore von Keller
Sara C. Hutchins
Adam H. Schanz
Crawford & von Keller, LLC
PO Box 4216, Columbia, SC 29240
803-790-2626

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

US Bank, NA)
)
Plaintiff)

v.)


Kim Byrd, et al.)

Defendant)

MOTION TO
DISMISS
2013-CP-42-00362

TO: Adam H. Schanz, attorney for Plaintiff

YOU WILL PLEASE TAKE NOTICE that the undersigned attorney will move before the Master in Equity for Spartanburg County located in the Spartanburg County Courthouse, Spartanburg, South Carolina on the tenth (10th) day after this notice, or as soon thereafter as is convenient to the court, for an order dismissing this action. This motion is based on the lack of standing of Plaintiff to pursue this foreclosure action because the note presented by Plaintiff does not have an indorsement from the original creditor to Plaintiff.



J. Edwin McDonnell, 3786
Attorney for Defendant
South Carolina Legal Services
148 East Main Street
Spartanburg, South Carolina 29306
(864) 699-0303
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May 31, 2014

FILED
CLERK OF COURT
SPARTANBURG COUNTY
M. HOPE BLACKLEY
2014 JUN -5 AM 11:38

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS)
C/A No. 2013-CP-42-0362)

U.S. Bank, N.A., as trustee on)
behalf of Manufactured Housing)
Contract Senior/Subordinate Pass-)
Through Certificate 1996-6, by)
Green Tree Servicing LLC, as)
Servicer with delegated authority)
under the transaction documents,)

Plaintiff,)

vs.)

Kim Byrd and the South Carolina)
Department of Revenue,)

Defendant(s))

NOTICE OF HEARING

(1323.5963)

TO: THE ABOVE-NAMED DEFENDANT(S):

YOU WILL PLEASE TAKE NOTICE THAT, by the virtue of the Order of Reference issued in the above-entitled case, The Honorable Gordon G. Cooper, as Master in Equity for Spartanburg County, has appointed October 21, 2014, at 11:00 am, 180 Magnolia Street, Suite 901, 3rd Floor, Spartanburg, SC 29306 as the time and place for holding a hearing, at which time and place all interested parties will appear.

You are requested but not required to notify our office at (803) 790-2626 of your intention to appear.

Occupants who are tenants under a valid lease agreement dated on or before May 20, 2009, may be entitled to protections under The Protecting Tenants at Foreclosure Act (Title VII, S.896). If the occupant believes this Act applies, then occupant should attend the hearing listed above to present supporting documentation.



Ragen Kolwyck, Paralegal
Crawford & von Keller, LLC
P.O. Box 4216, Columbia, SC 29240
803-790-2626
Attorneys for Plaintiff

Columbia, SC
September 10, 2014

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF SPARTANBURG

3 U.S. BANK, N.A., AS TRUSTEE ON)
4 BEHALF OF MANUFACTURED)
5 HOUSING CONTRACT SENIOR/)
6 SUBORDINATE PASS- THROUGH)
7 CERTIFICATE 1996-6, BY)
GREEN TREE SERVICING LLC, AS)
8 SERVICER WITH DELEGATED)
9 AUTHORITY UNDER THE)
10 TRANSACTION DOCUMENTS,)

PLAINTIFF,

-VS-

11 KIM BYRD AND THE SOUTH)
12 CAROLINA DEPARTMENT OF)
13 REVENUE,)

DEFENDANTS.

TRANSCRIPT OF MOTION

(2013CP42-0362)

Spartanburg, South Carolina

14
15 REFERENCE HELD:

AUGUST 12, 2014.

16
17 B E F O R E:

HONORABLE GORDON G. COOPER,
MASTER-IN-EQUITY FOR SPARTANBURG COUNTY.

18
19 CRAWFORD & VON KELLER,
BY: SARA HUTCHINS, ESQUIRE
Attorneys for the Plaintiff.

20
21 SOUTH CAROLINA LEGAL SERVICES
22 BY: J. EDWIN MCDONNELL, ESQUIRE
Attorney for Kim Byrd.

23
24 Sarah Hollis, Court Reporter

1 THE COURT: We go on the record in the case of U. S. Bank, N. A., a trustee on behalf of
2 Manufactured Housing Contract Senior, etc., versus Kim Byrd. This is Case Number 13-0362.
3 All right. Mr. McDonnell you are standing?

4 MR. MCDONNELL: Yes sir, Your Honor. This is our Motion to Dismiss the Foreclosure.

5 THE COURT: All right.

6 MR. MCDONNELL: That exclusively, Your Honor, is based on that we have been before you
7 earlier on the Summary Judgment Motion and there is a note, I believe that it should be in the file
8 with their summary judgment documents, that Travis Dill gave to Green Tree Financial Servicing
9 Corporation on June 15, 1999. That note is unendorsed and not otherwise transferred to anyone.
10 So no one is the holder of that note other than Green Tree Financial Servicing Corporation. As
11 such, we don't believe U. S. Bank has the right to foreclose because they don't properly hold the
12 note. As the Court is fully aware and the UCC it does provide that a non-holder in possession
13 and we do not argue that they don't have possession, well let me back up, we do not argue that
14 counsel has possession of the original note. The question would be who do they have possession
15 for but I am going to proceed further. The non-holder in possession of the instrument has the
16 rights of a holder. It is our position that requires some agreement by Green Tree Financial
17 Servicing Corporation with, since US Bank is the Plaintiff, with US Bank to be able to enforce
18 this note. We have seen no such agreement. We did receive an Affidavit from a Kathryn
19 Davis, I believe is the name. It is from Kathryn Davis and attached to it was the title page and
20 the table of contents of the pooling and servicing agreement that seem to indicate that Green Tree
21 Servicing not Financial Services but Green Tree Services is the servicer of that pooling and
22 servicing agreement although there is nothing attached to that Affidavit that indicated any such
23 part of that pooling and servicing agreement that allowed the servicer or anybody else to
24 foreclose on any of the notes in that pooling and servicing agreement. There was nothing in
25 there to indicate that this particular loan is apart of that particular pooling and servicing

1 agreement and again we say no documents to give authority or an agreement with U. S. Bank to
2 allow U.S. Bank to enforce the note without even an endorsement or a specific agreement from
3 Green Tree Financial Servicing Corporation we don't believe that U. S. Bank has the right to
4 enforce the note. Obviously, if they don't have the right to enforce the note they don't have the
5 right to foreclose. There is an assignment of the mortgage but again South Carolina Law is clear
6 that the mortgage follows the note, not vice versa. The note does not follow the mortgage. So
7 the assignment of the mortgage in this particular case, well it doesn't matter, it is only what
8 happens to the note and who currently either holds the note which is Green Tree Financial
9 Servicing Corporation or has the right to enforce that note. Again we see nothing that would
10 indicate that anybody – that U. S. Bank as trustee has that right. We ask the Court to dismiss
11 this case.

12 THE COURT: Counsel?

13 MS. HUTCHINS: Your Honor, Sara Hutchins here for U. S. Bank. I do have the original note
14 and the original mortgage for the Court to look at, if necessary. I did copy the note, and of
15 course, Mr. McDonnell did look at it before the hearing.

16 THE COURT: All right, counsel.

17 MS. HUTCHINS: Your Honor, as I have said we have presented the original note and
18 mortgage. Those were sent to me on behalf of the Plaintiff. The Plaintiff is in possession of
19 those documents. They are the holder of the note and mortgage. There is no endorsement on
20 those documents but I believe the current case law is that the endorsement while helpful is not
21 definitive. That does not define who the holder is. We are currently in possession and we are
22 presenting that original note on behalf of the Plaintiff. I have submitted the Affidavit of Kathryn
23 Davis stating that Green Tree Servicing assigned this loan unto U. S. Bank. I have attached the
24 first pages of the pooling and servicing agreement. I have the rest of the pooling and servicing
25 agreement here. We did not attach it which we treats it as confidential trade information. I am

1 happy to produce it to the Court for the Court's viewing and Mr. McDonnell, but we ask that it
2 not be made public record which is why I attached only those first two pages to show that there
3 was in fact a pooling and servicing agreement between U. S. Bank and Green Tree Servicing,
4 LLC. Again I would state that there is an assignment of mortgage on record assigning that
5 mortgage. We are in possession of the original note. I believe that the Plaintiff has standing to
6 pursue this matter.

7 THE COURT: All right counsel.

8 MR. MCDONNELL: Your Honor again obviously holding it on behalf of U. S. Bank, there is
9 no agreement allowing U. S. Bank to enforce this note. Even if you are a holder which means
10 that it is endorsed to you or you have the rights of a holder which means somebody gave it to you
11 - - somebody gave you those rights. There is nothing to show that Green Tree Financial gave
12 such rights to U. S. Bank or to the trust to enforce the note. And therefore we ask the Court
13 again to dismiss.

14 THE COURT: I am going to deny the Motion to Dismiss finding that the assignment of the
15 mortgage was done and that the Plaintiff now is the holder of the original note which in my view
16 gives the holder of the note the right to foreclose.

17 MR. MCDONNELL: If I might, Your Honor, just one clarification.

18 THE COURT: All right.

19 MR. MCDONNELL: Does the Court find that the note is non-negotiable or a negotiable
20 instrument?

21 THE COURT: I don't know that you base that on that.

22 MR. MCDONNELL: Well with the Court ruling that the assignment of mortgage was sufficient
23 that issue would come into play.

24 THE COURT: Well the assignment was sufficient to assign the mortgage and the fact that they
25 are now the holder of the note, the original note, that is sufficient to give them standing to pursue

1 this foreclosure action.

2 MR. MCDONNELL: If I can just clarify to make sure that I understand, Your Honor.

3 THE COURT: Yes.

4 MR. MCDONNELL: I am not arguing at this point.

5 THE COURT: I understand.

6 MR. MCDONNELL: The ruling of the Court is as a holder of the unendorsed note they have the
7 right to enforce it.

8 THE COURT: Right.

9 MR. MCDONNELL: Thank you, Your Honor.

10 THE COURT: So that is what we are dealing with today is the Motion to Dismiss.

11 MS. HUTCHINS: Yes, Your Honor.

12 THE COURT: All right. And then we will set it for a final hearing.

13 MS. HUTCHINS: Yes sir.

14 THE COURT: And then I would strongly suggest that you be prepared to have live testimony at
15 that hearing.

16 MS. HUTCHINS: Yes sir.

17 MR. MCDONNELL: Yes sir. We will obviously require that.

18 THE COURT: That is why I am giving you the heads up now whenever you set the hearing,

19 MS. HUTCHINS: Sure.

20 THE COURT: If you will prepare the Order as far as the -- I will give you this back. Prepare
21 the Order and specifically stating the assignment and that the Plaintiff now being the holder of
22 the original note has standing to proceed with this foreclosure action. All right.

23 MS. HUTCHINS: All right. Thank you.

24 MR. MCDONNELL: Thank you, Your Honor.

25 THE COURT: And you will set that hearing or if you work something out that is fine too but

1 at that same time be prepared to present live testimony.

2 MS. HUTCHINS: We will.

3 THE COURT: For Mr. McDonnell to cross examine.

4 MS. HUTCHINS: Okay.

5 THE COURT: All right.

6 MS. HUTCHINS: Thank you.

7 THE COURT: All right. Have a good day.

8 -----END OF MOTION-----

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1 STATE OF SOUTH CAROLINA

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COURT OF COMMON PLEAS

3 COUNTY OF SPARTANBURG

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CERTIFICATE

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7 I, the undersigned Sarah Hollis, Court Reporter for the Master-In-Equity for the County
8 of Spartanburg, State of South Carolina, do hereby certify that the foregoing is a true and
9 accurate Transcript of Motion Hearing proceedings had at the Motion Hearing of the captioned
10 case, before the Honorable Gordon G. Cooper, Master-In-Equity for Spartanburg County, South
11 Carolina, on the 12th day of August, 2014.

12

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

13

Sarah Hollis

14

Sarah Hollis
Court Reporter

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SWORN to before me this
22nd day of December, 2014.

18

19

Spartanburg, South Carolina.

20

Sharon G. Winstead

21

Notary Public for South Carolina
My Commission Expires: September 7, 2016.

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25

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF SPARTANBURG

3 U.S. BANK, N.A., AS TRUSTEE ON)
4 BEHALF OF MANUFACTURED)
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8 PLAINTIFF,

9 -VS-

TRANSCRIPT OF TESTIMONY

10 KIM BYRD AND THE SOUTH)
11 CAROLINA DEPARTMENT OF)
12 REVENUE,)

(2013CP42-0362)

12

Spartanburg, South Carolina

13

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REFERENCE HELD:

OCTOBER 21, 2014.

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B E F O R E:

HONORABLE GORDON G. COOPER,
MASTER-IN-EQUITY FOR SPARTANBURG COUNTY.

18

19

CRAWFORD & VON KELLER,
BY: SARA HUTCHINS, ESQUIRE
Attorneys for the Plaintiff.

20

21

SOUTH CAROLINA LEGAL SERVICES
BY: J. EDWIN MCDONNELL, ESQUIRE
Attorney for Kim Byrd.

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Sarah Hollis, Court Reporter

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INDEX

WITNESSES

DIRECT

CROSS

REDIRECT

RECROSS

SHANNON LEE TUCKER

(Ms. Hutchins)

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7 & 8

(Mr. McDonnell)

6

7 & 10

1 THE COURT: We go on the record in the case of U. S. Bank, N. A., a trustee on behalf of
2 Manufactured Housing Contract Senior, etc., versus Kim Byrd. This is Case Number 13-0362.
3 All right. Where are we on this matter this morning, counsels.

4 MS. HUTCHINS: Thank you, Your Honor. Sara Hutchins here for U. S. Bank. You
5 previously issued an Order denying a Motion to Dismiss. The Motion was made for lack of
6 standing and an Order has been issued on that finding of fact. The note, the manufacture
7 Affidavit of Retirement of the Mobile Home title, the mortgage, the assignment of mortgage and
8 that Plaintiff is in the possession of the original note and mortgage and is the proper party in
9 interest to initiate this foreclosure. Those things are all established as fact. And I have now
10 ready to testify is a representative of Green Tree Servicing, LLC, the servicer for U. S. Bank, to
11 testify to establish the debt.

12 THE COURT: All right. Mr. McDonnell any matters before we do that.

13 MR. MCDONNELL: Your Honor, I don't know if we are ready to have testimony or not but I
14 would renew our Motion to argue that they still have standing at this point because - - making
15 basically the same argument that I did at my Motion to Dismiss. The reason that I am making it
16 now is I can't appeal that decision and, therefore, I need the Court to again - I am arguing that
17 there is no standing because of the original note as well as I have seen on the last copy that I saw
18 it has no endorsement on it. U. S. Bank is not the originator and it was not endorsed to U. S.
19 Bank or the Trust and therefore they did not have standing at the time this action was filed and
20 we ask the Court to dismiss the case because they did not have standing because they did not
21 properly hold and own the note although they have the original it was never endorsed. They
22 need an endorsement or some proof that they have the right to enforce it other than just having
23 the original note.

24 THE COURT: All right. I will deny that based on my prior ruling.

25 MS. HUTCHINS: Thank you, Your Honor.

1 THE COURT: All right. Any other matters Mr. McDonnell?

2 MR. MCDONNELL: Not at this time, no sir.

3 THE COURT: All right.

4 MS. HUTCHINS: U. S. Bank would call as its first witness Ms. Shannon Tucker.

5 THE COURT: All right.

6 **SHANNON LEE TUCKER, BEING DULY**

7 **SWORN, TESTIFIES AS FOLLOWS:**

8 **DIRECT EXAMINATION BY MS. HUTCHINS.**

9 Q. Ms. Tucker who is your employer?

10 A. Green Tree Servicing.

11 Q. All right. And Green Tree Servicing is the servicer for U. S. Bank, is that correct?

12 A. Yes ma'am.

13 Q. Okay. And they are the Plaintiff in this matter?

14 A. Yes ma'am.

15 Q. And under the servicing agreement is Green Tree Servicing, LLC, permitted to pursue
16 foreclosure in the name of U. S. Bank?

17 A. Yes ma'am.

18 Q. All right. And you are authorized by U. S. Bank under that servicing agreement to testify
19 on their behalf, is that correct?

20 A. Yes.

21 Q. Okay. How long have you been employed by Green Tree Servicing?

22 A. Fourteen (14) years.

23 Q. What is your job title?

24 A. Regional Manager.

25 Q. And as part of your job duties as Regional Manager are you responsible for reviewing

1 legal accounts?

2 A. Yes ma'am.

3 Q. Are you responsible for processing payments?

4 A. Yes.

5 Q. Are you responsible for posting payments to legal accounts?

6 A. Yes.

7 Q. Okay. Are you familiar with the process for applying and processing all payments?

8 A. Yes.

9 Q. Okay. Are you familiar with the account of Travis Dill?

10 A. Yes.

11 Q. Have you reviewed Mr. Dill's account in preparation for testifying here today?

12 A. Yes, I have.

13 Q. All right. Have you reviewed all documents that are normally kept in the ordinary course
14 of business?

15 A. Yes.

16 Q. Okay. And are you prepared here to testify regarding the debt due under that note and
17 mortgage on Mr. Dill's account?

18 A. Yes.

19 Q. Okay.

20 MS. HUTCHINS: Your Honor, I would ask that Ms. Tucker be admitted as the business
21 custodian to testify regarding the business records of Green Tree Servicing and U. S. Bank.

22 THE COURT: All right.

23 MR. MCDONNELL: Your Honor, am I allowed to question her?

24 THE COURT: All right.

25 MR. MCDONNELL: Thank you.

1 CROSS EXAMINATION BY MR. MCDONNELL.

2 Q. Ms. Tucker do you have a copy of the servicing agreement?

3 A. Yes, we do.

4 MR. MCDONNELL: Can I have just a moment, Your Honor.

5 THE COURT: Yes.

6 MR. MCDONNELL: May I approach the witness, Your Honor.

7 THE COURT: Yes.

8 Q. Ms. Tucker I hand you what I have been handed as a copy of that servicing agreement, is
9 that correct?

10 A. Yes sir.

11 Q. If you would look at the last couple of pages are those the signature pages?

12 A. Yes sir.

13 Q. Would you review that document please and see if you see any other signatures there?

14 A. No sir, there is not any.

15 Q. Going back to the signature page would you please tell us what companies are listed on
16 those signature pages?

17 A. Signature.

18 Q. I am sorry, the companies listed on the signature page?

19 A. Consec Finance.

20 Q. And U. S. Bank, I believe is also listed?

21 A. Yes sir.

22 Q. Is Green Tree Servicing, LLC, listed on those pages?

23 A. No sir.

24 MR. MCDONNELL: Your Honor, I move to strike testimony of Ms. Tucker. She is an
25 employee of Green Tree and this agreement apparently is in the name of Consec and U. S.

1 Bank and not Green Tree Servicing. So there is no evidence that in fact Green Tree Servicing
2 is the servicer for this loan.

3 THE COURT: Counsel.

4 MS. HUTCHINS: Your Honor, just briefly. Number one, it was found in Your Honor's prior
5 Order that Green Tree Servicing was the servicer of this matter but just if I may ask the witness a
6 couple more questions I believe I can solve that.

7 THE COURT: All right.

8 **REDIRECT EXAMINATION BY MS. HUTCHINS.**

9 Q. Ms. Tucker can you explain the relationship between Conseco Finance and Green Tree
10 Servicing, LLC? Did Conseco merge with Green Tree Servicing, LLC?

11 A. Yes.

12 Q. And Green Tree Servicing was the dominant corporation in that merger?

13 A. Yes.

14 Q. And so Green Tree acquired all of Conseco's interest and took over all servicing
15 agreements?

16 A. Yes.

17 MS. HUTCHINS: That is all, Your Honor.

18 MR. MCDONNELL: Your Honor, if I might follow up just on those questions.

19 THE COURT: All right.

20 **RECROSS EXAMINATION BY MR. MCDONNELL.**

21 Q. Do you have any documents showing this merger?

22 A. I personally do not have any here.

23 Q. Did you participate in this merger? Were you one of the people that conducted this
24 merger or negotiated this merger?

25 A. No sir.

1 Q. So what you know about the merger you have been told?

2 A. Yes.

3 MR. MCDONNELL: Objection to the testimony as hearsay, Your Honor.

4 MS. HUTCHINS: Mr. McDonnell, I have these documents if you would like to review them.

5 MR. MCDONNELL: Thank you. Your Honor, I have reviewed the documents from the State
6 of Delaware indicating the fact that Conseco Financial changed its name from that to Green Tree
7 Servicing, LLC, while I might object to this but I admit that I will not and therefore withdraw the
8 objection.

9 THE COURT: All right. So that issue is resolved?

10 MS. HUTCHINS: Yes sir, Your Honor.

11 MR. MCDONNELL: Yes, Your Honor.

12 THE COURT: Because I was looking at the assignment and the assignment is signed by Green
13 Tree Servicing, LLC, formerly known as Conseco Finance Servicing, Corporation, formerly
14 know as Green Tree Financial Servicing, Corporation.

15 MS. HUTCHINS: I believe that we are all straight on that.

16 THE COURT: All right.

17 MS. HUTCHINS: Again I just move that Ms. Tucker be admitted as the record custodian?

18 THE COURT: All right, then she is as the record custodian for Green Tree.

19 **REDIRECT EXAMINATION BY MS. HUTCHINS.**

20 Q. Ms. Tucker are you prepared to testify regarding the debt due under the Travis Dill
21 account?

22 A. Yes.

23 Q. Can you please tell me what the principal balance is?

24 A. The principal balance is \$87,599.96.

25 Q. Okay. And what is the interest—

1 THE COURT: I am sorry. As of what date, the principal balance?
2 A. October 20, 2014.
3 THE COURT: Okay.
4 MR. MCDONNELL: And I apologize Your Honor, could I hear that figure again.
5 A It is \$87,599.96.
6 THE COURT: All right.
7 Q. Could you please tell me what the interest is, the current interest that is due and owing?
8 A. It is \$17,071.44.
9 Q. And could you please tell me the amount of late charges?
10 THE COURT: And the interest, I am sorry, from what date?
11 A. The interest is from June 10, 2010 to October 21, 2014.
12 THE COURT: All right.
13 Q. And the late charges?
14 A. They are \$490.00.
15 Q. And has there been advancements paid on behalf of this account?
16 A. Yes ma'am.
17 Q. Okay. Could you please tell me what advancements have been made?
18 A. We have deferred interest which is \$3,864.56. Hazard and flood insurance of \$2,218.11.
19 Taxes of \$454.72. Forbearance of \$3,957.12. And a partial payment of ten cents.
20 Q. Okay. And under the terms of the note and mortgage are you entitled to, is the Plaintiff
21 entitled to recover attorney's fees and costs?
22 A. Yes ma'am.
23 Q. And has Green Tree paid attorney's fees and costs in this matter?
24 A. Yes, we have.
25 Q. Okay. What is the total debt due to the Plaintiff excluding the attorney's fees and costs?

1 A. It would be \$115,206.01.

2 Q. And are you waiving a deficiency?

3 A. Yes ma'am.

4 Q. Okay.

5 MS. HUTCHINS: That is all, Your Honor.

6 THE COURT: And what is the attorney's fees and costs requested?

7 MS. HUTCHINS: I am sorry, I have an Affidavit to hand up, Your Honor.

8 THE COURT: All right.

9 MS. HUTCHINS: But the total amount of attorney's fees and costs is – the costs are \$952.50

10 and the attorney's fees are \$3,586.25.

11 THE COURT: All right.

12 MS. HUTCHINS: I will hand up this Affidavit.

13 THE COURT: Mr. McDonnell.

14 MR. MCDONNELL: Thank you, Your Honor.

15 THE COURT: Is that the Plaintiff's presentation as far as the debt?

16 MS. HUTCHINS: Yes, Your Honor.

17 **RECROSS EXAMINATION BY MR. MCDONNELL.**

18 Q. Ms. Tucker what is the defaulting interest? Not the amount. What is it? Isn't that what

19 you said was \$3,864.66?

20 A. Deferred interest.

21 Q. Oh, I am sorry. Deferred interest. What is deferred interest?

22 A. Deferred interest would be when we are doing deferrals. Putting payments on the end of

23 the loan.

24 Q. And when was this deferral done?

25 A. We done one deferral in November, November 6, 2009, we done a deferral on April 18,

1 2007. We have done a short term rate mod on October 20, 2004. We have done an
2 extension on April 3, 2002 and another extension on October 30, 2001.

3 Q. And then the forbearance. What charges were for the forbearance? I could have heard
4 that wrong too, \$3,957.12?

5 A. Yes sir.

6 Q. And you say it was a forbearance?

7 A. Yes sir.

8 Q. And what is a forbearance? You have looked at the deferred interest and all of that, what
9 is that forbearance charge?

10 A. I do not have that information. What we used to do in the past for forbearance, I don't
11 have that information.

12 Q. What is the interest rate on this account?

13 A. It is eight point seven five (8.75).

14 Q. All right.

15 MR. MCDONNELL: That is all I have of this witness, Your Honor.

16 THE COURT: Anything further?

17 MS. HUTCHINS: Nothing further, Your Honor.

18 THE COURT: All right. You may step down. Thank you. Is that the Plaintiff's case?

19 MS. HUTCHINS: That is, Your Honor.

20 THE COURT: All right. Mr. McDonnell.

21 MR. MCDONNELL: I have no testimony, Your Honor. I would ask the Court to strike the
22 \$3,957.12 alleged to be a forbearance. There is no explanation for that. The witness has
23 already testified that deferred interest included a forbearance I believe and so we ask the Court to
24 strike that amount from the total amount due.

25 MS. HUTCHINS: Your Honor, we would just ask for a period of five (5) days to submit an

1 Affidavit that better explains that forbearance.

2 THE COURT: For some reason I missed that number. Would you have Ms. Tucker go over
3 those numbers again.

4 MS. HUTCHINS: You want me to have her go over them again?

5 THE COURT: Yes. From her sheet.

6 MS. HUTCHINS: Okay.

7 THE COURT: From top to bottom to make sure that I have got them. Starting with the
8 principal balance.

9 A. The principal balance is \$87,599.96.

10 THE COURT: All right.

11 A. The interest is \$17,071.44.

12 THE COURT: Okay.

13 A. Late charges of \$490.00.

14 THE COURT: Right.

15 A. Deferred interest of \$3,864.56.

16 THE COURT: Go ahead.

17 A. Hazard -flood insurance \$2,218.11. Taxes \$454.72. Forbearance is \$3,957.12 and a
18 partial payment of ten cents. The total debt is \$115,206.01.

19 THE COURT: And it is labeled just forbearance or what?

20 A. Just labeled forbearance, yes.

21 THE COURT: But you have no other explanation of that forbearance amount as you sit here
22 today?

23 A. Just looking at the pay history we used to do – when we did the two extensions that is
24 what I am assuming that is from, the extensions, and then the defers are the actual
25 deferral amounts.

1 MR. MCDONNELL: Objection Your Honor. I move to strike, she is assuming. She doesn't
2 know. So I move to strike that testimony.

3 THE COURT: But the other amount, that \$3,800.00 what is that classified as?

4 A. Deferrals.

5 THE COURT: Okay.

6 A. Or deferred interest.

7 THE COURT: Deferred interest?

8 A. Yes sir.

9 THE COURT: All right. I will grant Defendant's motion to strike that because you have no
10 explanation of the other amount. So lets refigure the amount that is due. Is it \$115,206.01 and
11 what is that amount that I just struck.

12 MS. HUTCHINS: It is \$3,957.12.

13 THE COURT: It is \$3,957.12.

14 MS. HUTCHINS: Yes, Your Honor.

15 THE COURT: So that would make the new debt excluding the attorneys' fees \$111,248.89 plus
16 the attorney's fees which I find to be reasonable considering the work load on this file. I get a
17 total debt of \$115,787.66. Is that what you get counsel or did you rely on me for that?

18 MS. HUTCHINS: I tried to do the math. I am not a math major.

19 THE COURT: Well I am not either.

20 MS. HUTCHINS: I believe that is accurate.

21 THE COURT: The attorney's fees are \$3,586.25.

22 MS. HUTCHINS: Yes, Your Honor.

23 THE COURT: And costs of \$952.52.

24 MS. HUTCHINS: Yes, Your Honor.

25 THE COURT: That is what I have got. So that is the figure then.

1 MS. HUTCHINS: We are asking for a December 1, 2014 sale, Your Honor.
2 THE COURT: Lets see. All right. So the total debt will be \$115,787.66 and based on the
3 waiver of the demand for a deficiency the final sale would be December 1, 2014.
4 MS. HUTCHINS: Thank you, Your Honor.
5 THE COURT: All right.
6 MR. MCDONNELL: Thank you, Your Honor.
7 THE COURT: And the deadline for that sale is November 7, 2014. So I need to have all the
8 documents on or before November 7, 2014.
9 MS. HUTCHINS: Okay. May I e-mail you an Order or do you want me to just regularly mail
10 it, Your Honor?
11 THE COURT: No e-mail is fine.
12 MS. HUTCHINS: Okay.
13 THE COURT: We need the Order, the Notice of Sale, and the Form 4.
14 MS. HUTCHINS: Yes sir.
15 THE COURT: And if you would e-mail Mr. McDonnell a copy of that while it is on the way to
16 me.
17 MS. HUTCHINS: I will.
18 THE COURT: All right.
19 MS. HUTCHINS: Thank you.
20 MR. MCDONNELL: Thank you.
21 THE COURT: All right. Have a good day.

22 -----END OF HEARING-----
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STATE OF SOUTH CAROLINA

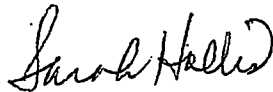
COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

CERTIFICATE

I, the undersigned Sarah Hollis, Court Reporter for the Master-In-Equity for the County of Spartanburg, State of South Carolina, do hereby certify that the foregoing is a true and accurate Transcript of Testimony proceedings had at the Hearing of the captioned case, before the Honorable Gordon G. Cooper, Master-In-Equity for Spartanburg County, South Carolina, on the 21st day of October, 2014.

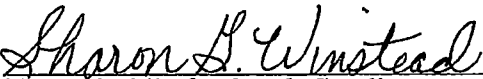
I do further certify that I am neither of kin, counsel nor interest to any party hereto.



Sarah Hollis
Court Reporter

SWORN to before me this
22nd day of December, 2014.

Spartanburg, South Carolina.


Notary Public for South Carolina
My Commission Expires: September 7, 2016.

GREEN TREE FINANCIAL SERVICING CORPORATION
1200 WOODRUFF ROAD SUITE C-40
GREENVILLE, SC 29607

TRAVIS J. DILL

130 GOSSETT ROAD
SPARTANBURG, SC 29307

Loan Number 92413574
Date June 15, 1999
Maturity Date See **** Below
Loan Amount \$ 93148.00
Renewal Of N/A

LENDER'S NAME AND ADDRESS
"You" means the Lender,
its successors and assigns.

BORROWER'S NAME AND ADDRESS
"I" includes each Borrower above,
jointly and severally.

TERMS FOLLOWING A' APPLY ONLY IF
CHECKED

For value received, I promise to pay to you at your address listed above the PRINCIPAL sum of _____
NINETY THREE THOUSAND ONE HUNDRED FORTY EIGHT AND NO/100 DOLLARS Dollars \$ 93148.00

N/A Single Advance: I will receive all of this principal sum on _____ N/A . No additional advances
are contemplated under this note.

XX Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note.
On date of first advance _____ I will receive the amount of \$ 10500 (Land value/payoff) and
future principal advances are contemplated. You and I agree that I may borrow up to the maximum only one time
(and subject to all other conditions).

Conditions: The conditions for future advances are 1st advance(adv): real property appraisal & legal permits;
2nd adv: land improvement invoices, lien waivers, customer advance authorization; 2nd or 3rd adv:
home & setup; final adv: certificate of occupancy or inspection report.

INTEREST: I agree to pay interest on the outstanding principal balance from date of first advance
at the rate of 8.75%

_____ per year until the principal balance is fully paid

N/A Variable Rate: This rate may then change as stated below.

Change Dates: Each date on which the interest rate may change is called a Change Date. The interest rate may
change N/A and on every N/A thereafter.

The Index: Beginning with the first Change Date, the interest rate will be based on the following Index: N/A

N/A

The most recent index value available as of the date N/A45 days N/A N/A

before each Change Date is called the "Current Index."

Calculation of Change: Before each Change Date, the Lender will calculate the interest rate, which will be N/A
N/A the Current Index. The result of this calculation will be rounded N/A

N/A . The new interest
rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate
until the next Change Date.

Limitations: The interest rate will never be greater than N/A % or less than N/A %.

N/A The interest rate will never change on any single Change Date by more than N/A %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

N/A The amount of each scheduled payment will change. N/A The amount of the final payment will change.

N/A N/A

ACCRUAL METHOD: Interest will be calculated on a simple interest basis.

XX LATE CHARGE: I agree to pay a late charge when an installment is not paid within 10 days after it is due.

This amount will be: 5.00% OF THE UNPAID AMOUNT, OR \$12.50, WHICHEVER IS LESS.

XX I also agree that you may change this amount pursuant to secs. 37-3-203 and 37-1-109 of the South Carolina
Consumer Protection Code so as to always be the maximum amount allowed by law.

N/A NSF FEE: If an instrument which I submit to you for payment is returned for any reason, I will pay you a fee
of \$ N/A .

N/A ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which N/A are N/A are not
included in the principal amount above: N/A

PAYMENTS: I agree to pay this note as follows:

INTEREST: I agree to pay accrued interest monthly during the construction period beginning approx. 30 days
from date of first distribution, on cumulative amounts advanced, and principal as set forth below.

INSTALLMENTS: PLEASE SEE PAGE 2,

N/A In addition to the payments described above, I will pay a "balloon payment" of \$ N/A on N/A

*** The Maturity Date is 359 months from the first scheduled payment of principal and interest.

SECURITY: This note is secured by (describe separate document by type (e.g., mortgage) and date):

Deed of Trust/Mortgage dated today

ADDITIONAL TERMS: ANY UNDISBURSED PORTIONS OF THE AMOUNT FINANCED HEREIN SHALL BE APPLIED TO THE PRINCIPAL BALANCE OF THE CONTRACT. THIS WILL NOT REDUCE MY MONTHLY PAYMENT AMOUNT ON THE CONTRACT, BUT MAY REDUCE THE TOTAL NUMBER OF MONTHS I MUST PAY THE CONTRACT.

INSTALLMENTS: I agree to pay this note in 360 prin. & int. payments. *The first payment will be in the amount of \$ 732.80 and will be due 30 - 45 days after the date of the final disbursement. A payment of \$ 732.80 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due 359 months after the date of the first scheduled payment of principal and interest.

PREPAYMENT REFUND: I may prepay all or part of this note without penalty. If I prepay in full, you may refund part of the finance charge.

* The payment schedule is in addition to and shall begin subsequent to and in addition to the construction period interest-only payments.

GENERALLY - The headings at the beginning of each section are for convenience only and are not to be used in interpreting the text of the section.

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agree to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns. The "parties" means you and I, together.

APPLICABLE LAW - This note, and any agreement securing this note will be governed by the laws of the state of South Carolina. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

I agree to cooperate with you regarding any requests after closing to correct errors made concerning this contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction. I agree that you may enforce this agreement by judicial process and are entitled to attorney's fees, costs and disbursements incident to such enforcement.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan, subject to any balloon payment indicated in the PAYMENTS section on page 1.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If this is a Multiple Advance note, interest will accrue: as indicated on page 1.

If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. You will figure a change in the interest rate by using the index rate in effect at the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

INDEX - If you and I have agreed that the interest rate on this note will be variable and will be related to an index, then the index you select will function only as a tool for setting the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type or class of loans with your other customers.

ACCRAUAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

SINGLE ADVANCE LOANS - If this is a single advance loan you and I expect that you will only make one advance of principal. However, you may add other amounts to the principal if you make any payments described in the **PAYMENTS BY LENDER** section below.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal, subject to the conditions of any separate agreement.

PAYMENTS BY LENDER - If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

ASSUMPTION - This note and any document securing it cannot be assumed by someone buying the secured property from me. This will be true unless you agree in writing to the contrary. Without such an agreement, if I try to transfer any interest in the property securing this note, I will be in default on this loan. You may proceed against me under any due on sale clause in the security agreement, which is incorporated by reference.

DEFAULT - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph on page 2, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- (a) I fail to make a payment in full when due; or
- (b) the prospect of payment, or performance or realization on collateral is significantly impaired.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - If I am in default on this loan or any agreement securing this loan, you may use any of the remedies listed below. However, use of any of your remedies is subject to the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph on page 2, and my right to cure as follows. *If this is a consumer loan payable in two or more installments, and I am in default for failure to make a payment under the terms of this loan agreement, and have not voluntarily surrendered possession of collateral securing this loan, you will provide me with a written notice of my default and right to cure. You will do this if I am in default for ten (10) or more days. I have twenty (20) days after you mail or personally deliver this notice to me within which to cure my default. If I fail to cure my default within that time you may use all available remedies. I am not entitled to this notice and right to cure if I have previously defaulted one or more times under the terms of this loan and have been notified of my default and right to cure.*

After my default and any required cure period, you may:

- (a) Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- (b) Use the right of set-off as explained below;
- (c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- (d) Make a claim for any and all insurance benefits or refunds that may be available on my default;

- (e) Use any remedy you have under state or federal law; and
- (f) Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - Except when prohibited by law, I agree to pay the reasonable attorneys' fees, not greater than 15% of the unpaid debt, that you incur if you retain an attorney to collect this loan in the event of my default. I also agree to pay you for any costs you incur to realize on any collateral securing this loan.

SET-OFF - I agree that you may set-off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (a) Any deposit account balance I have with you;
- (b) Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (c) Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand under the terms of this note at the time you exercise your right of set-off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods. Finally, land securing other debts will not secure this loan to the extent that this is a supervised loan that may not be secured by an interest in land as provided by sec. 37-3-510 of the South Carolina Consumer Protection Code.

ARBITRATION - All disputes, claims, or controversies arising from or relating to this note or the relationships which result from this note, or the validity of this arbitration clause or the entire note, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein.

THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN). The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this note. The parties agree and understand that the arbitrator shall have all powers provided by law and the note. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this note, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

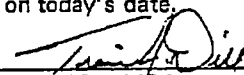
This notice is not the contract that makes you liable for the debt.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

PURPOSE: The purpose of this loan is construction on
land and home.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3 AND 4). I have received a copy on today's date.

TRAVIS J. DILL  (Seal)
Date: June 15, 1999

Signature for Lender

Date: _____ (Seal)

By: Samela Schlessman (Seal)
GREEN TREE FINANCIAL SERVICING CORPORATION (Date)

Date: _____ (Seal)

Its: Loan Processing Supervisor (Seal)
(Date)

Date: _____ (Seal)

RECORDED

69 JUN 16 PM 12 15

RNC
SPARTANBURG, S.C.

This document was prepared by

_____ State of South Carolina _____ Space Above This Line For Recording Data _____
67-15-41-090 (12/97)

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is June 15, 1999 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: TRAVIS J. DILL and
130 GOSSETT ROAD,
SPARTANBURG, SC 29307

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: GREEN TREE FINANCIAL SERVICING CORPORATION
1200 WOODRUFF ROAD SUITE C-40
GREENVILLE, SC 29607

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, conveys and mortgages to Lender the following described property:

All of the property located at 130 GOSSETT ROAD, in the City/Town/Village of SPARTANBURG, County of SPARTANBURG, State of SC, in which the Borrower has ownership, leasehold or other legal interest. This property is more particularly described on the titled "Additional Property Description" which is attached hereto as Exhibit A, together with a mobile home, serial number 05EZAL13515AB in that certain 1999, 72 X 32 SE11 763

The Borrower does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Borrower has signed the Mortgage, and to attach Exhibit A after the Borrower has signed it.

The property is located in SPARTANBURG at _____
(County)
130 GOSSETT ROAD SPARTANBURG South Carolina
(Address) (City)

Together with all rights, easements, appurtenances, utilities, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now or at any time in the future, be part of the real estate described above (all referred to as "Property").

SOUTH CAROLINA - MORTGAGE (NOT FOR FILING, FILING OFFICE USE)
© 1994 Equifax Systems, Inc., St. Cloud, MN Form 1114-1/94 (1/94) 1/94

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 93148.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagor shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debt below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity date, etc.)

A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Borrowers.
The above obligation is due and payable on 360 months from last construction disbursement if not paid earlier.

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of recoupment.

5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants;
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder;
- C. Not to allow any modification or extension of, nor to request any future advances under, any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, utility bills, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend, indemnify and hold Lender harmless against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, upon request by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney-in-fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
13. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. A good faith belief by Lender that the prospect of any payment, performance, or realization on the Property is significantly impaired shall also constitute an event of default.
14. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument, and all related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees of not more than 15% of the unpaid debt when it is referred for collection to an attorney who is not a salaried employee of the lender, court costs, and other legal expenses allowed by law. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities, to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not be used to postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

19. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

21. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

22. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

23. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

24. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

25. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - Condominium Rider
 - Planned Unit Development Rider
 - Other
- Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Travis J. Dill 06/15/99 (Seal) (Seal)
(Signature) TRAVIS J. DILL (Date) (Signature) (Date)

..... (Seal) (Seal)
(Signature) (Date) (Signature) (Date)

Signed, sealed and delivered in the presence of:

Barbara A. Grace *[Signature]*
(Witness) (Witness)

PROBATE:

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG } ss.
Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 15TH day of JUNE, 1999

[Signature] (Seal) *Barbara A. Grace*
Notary Public for South Carolina

My commission expires: 08/15/99

EXHIBIT A

Property Address:

130 Gossett Road
Spartanburg, SC 29307

All that lot or parcel of land in the County of Spartanburg, State of South Carolina, being known and designated as Lot B, containing .411 AC., more or less, as shown on a plat entitled "Travis J. Dill," dated May 24, 1999, made by James V. Gregory Land Surveying, to be recorded herewith.

This is the same property conveyed by deed from George J. Byrd to Travis J. Dill, dated June 15, 1999, to be recorded herewith.

Tax Map Reference No: Sheet 3-08-00, Parcel 124.00

A handwritten signature in black ink, appearing to be "T. J. Dill", is written over the text of the deed description.

MTG-2013-4989
 Recorded 3 Pages on 2/4/2013 2:31:06 PM
 Recording Fee: \$8.00 Documentary Stamps: \$0.00
 Office of Register of Deeds, Spartanburg, S.C.
 Dorothy Earle, Register



Prepared by and Return To:
 Teresa Harris
 Green Tree Servicing LLC
 95 KD
 7360 S. Kyrene Road
 Mail Stop T330
 Tempe, AZ 85283
 (888)315-8733

ASSIGNMENT OF MORTGAGE
 South Carolina

Account #: _____
 PIN #: 3-08-00-124.01

FOR VALUE RECEIVED, the undersigned holder of a Mortgage (herein "Assignor") whose address is 7360 S. Kyrene Rd Tempe, AZ 85283, does hereby grant, sell, assign, transfer and convey, unto U.S. Bank, N.A. as trustee on behalf of Manufactured Housing Contract Senior/Subordinate Pass-Through Certificate Trust 1996-6, whose address is c/o 7360 S. Kyrene Rd Tempe, AZ 85283 its successor and assigns, all its right, title and interest in and to a certain Mortgage described below and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Mortgagor:	Travis J. Dill and
Date Executed:	06/15/1999
Original Mortgagee/Lender	Green Tree Financial Servicing Corporation
Amount:	\$93,148.00
Recorded Date	06/16/1999
Book/Page/Instrument	Book# 2220 Page# 829
Number:	
County:	Spartanburg
State:	SC

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 12/20/12 and made effective on December 3, 2012.

Green Tree Servicing LLC f/k/a Conseco
Finance Servicing Corporation f/k/a Green
Tree Financial Servicing Corporation

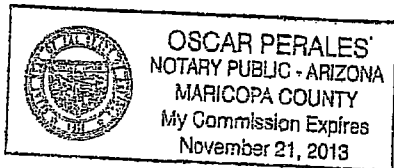
Samantha Cruz
Witness: **Samantha Cruz**

BY: *Denise Chavez*
Name: **Denise Chavez**
Title: **Assistant Vice President**

Abdul Kadir Haji
Witness: **Abdulkadir Haji**

State of ARIZONA
County of MARICOPA

On *12/20/13*, before me, the undersigned, personally appeared *Denise Chavez*, Assistant Vice President for **Green Tree Servicing LLC f/k/a Conseco Finance Servicing Corporation f/k/a Green Tree Financial Servicing Corporation**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of Tempe, State of Arizona.



Oscar Perales
Notary Public

Account number:

Assignment of Mortgage
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Exhibit "A"

Property Address:

130 Gossett Road
Spartanburg, SC 29307

All that lot or parcel of land in the County of Spartanburg, State of South Carolina, being known and designated as Lot B, containing .411 AC., more or less, as shown on a plat entitled "Travis J. Dill," dated May 24, 1999, made by James V. Gregory Land Surveying, to be recorded herewith.

~~This is the same property conveyed by deed from George J. Byrd to Travis J. Dill, dated June 15, 1999, to be recorded herewith.~~

Account number:

Assignment of Mortgage
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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
2013-CP-42-0362

U.S. Bank, N.A. as trustee on behalf of
Manufactured Housing Contract
Senior/Subordinate Pass-Through
Certificate Trust 1999-6 by Green Tree
Servicing LLC, as Servicer with
delegated authority under the transaction
documents,

AFFIDAVIT OF KATHRYN K. DAVIS

Plaintiff,

-vs-

Kim Byrd and the South Carolina
Department of Revenue,

Defendant(s)

PERSONALLY appeared before me Kathryn K. Davis, who first being duly sworn,
deposes and says:

1. That she is a Customer Account Representative and is familiar with the account of
Travis J. Dill.

2. That she is familiar with the account, the payments received under it, and is
authorized to make this affidavit.

3. That Green Tree Servicing LLC as successor to Conseco Finance Corporation is
the authorized Servicer of the loan that is the subject of this action, as evidenced by the servicing
agreement attached hereto, and further authorized to make this affidavit.

4. That on June 15, 1999 Mr. Dill, executed and delivered to Green Tree Financial
Servicing Corporation ("Green Tree"), a certain Note in the principal sum of ninety-three
thousand one hundred forty-eight and 0/100 (\$93,148.00) Dollars, with interest thereon at the
rate of 8.75 % per annum ("Note"). Mr. Dill promised to repay Green Tree the amounts
advanced under the Note. A copy of said note is attached hereto and the original shall be
presented for the Court's examination.

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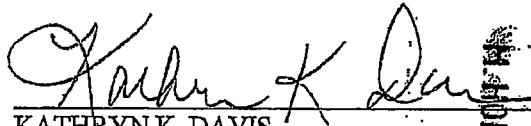
5. That on or about October 14, 2009, Travis J. Dill executed a Manufactured Home Affidavit For Retirement of Title ("Affidavit"). Said Affidavit was filed on November 6, 2009, in the Spartanburg County Register of Deeds Office in Book in Book 94-X at Page 677. As a result the mobile/manufactured home has been converted and/or transmuted from personal property into real property subject to the lien of the Plaintiff's mortgage.

6. That simultaneously with the execution of the Note, and to better secure the repayment of the Note and the debt evidenced thereby, Mr. Dill executed and delivered unto Green Tree, a certain Mortgage dated June 15, 1999 ("Mortgage"), covering the real property that is the subject of this action. Said Mortgage was recorded on June 16, 1999, in Mortgage Book 2220, at Page 829 in the Office of the Spartanburg County Register of Deeds.

7. That Green Tree by Assignment of Mortgage dated December 3, 2012, assigned the subject mortgage unto Plaintiff. Said Assignment of Mortgage was recorded February 4, 2013 in the Office of the Register of Deeds for Spartanburg County in Book 4684 at Page 564.

8. That Plaintiff is the holder of the subject note and mortgage and is entitled to enforce the same.

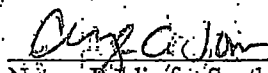
Further, affiant sayeth not.


KATHRYN K. DAVIS

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

SWORN to and subscribed before me

this 7th day of August, 2014

 (L.S.)
Notary Public for South Carolina
My Commission expires: 7-10-22

Manufactured Housing Contract Senior/Subordinate Pass-Through
Certificates, Series 1999-6

POOLING AND SERVICING AGREEMENT

among

CONSECO FINANCE SECURITIZATIONS CORP.
as Seller

CONSECO FINANCE CORP.
as Originator, Servicer and Guarantor

and

U.S. BANK NATIONAL ASSOCIATION
not in its individual capacity but solely as Trustee

Dated as of November 1, 1999

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MW-6 PSA Final

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Exhibit N	— Form of Monthly Report	N-1
Exhibit O	— Form of Addition Notice	O-1
Exhibit P	— Form of Subsequent Transfer Instrument	P-1
Exhibit Q	— Form of Officer's Certificate (Subsequent Transfer)	Q-1

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AGREEMENT, dated as of November 1, 1999, among Conseco Finance Securitizations Corp., a corporation organized and existing under the laws of the State of Minnesota, as Seller (the "Seller"), Conseco Finance Corp., a corporation organized and existing under the laws of the State of Delaware, as originator of the manufactured housing installment sales contracts and installment loan agreements described herein (the "Originator"), as servicer (the "Servicer") and as Limited Guarantor of the Class B-2 Certificates (the "Guarantor"), and U.S. Bank National Association, a national banking association, not in its individual capacity but solely as Trustee (the "Trustee").

WHEREAS, in the regular course of its business, Conseco Finance Corp. originates, purchases and services manufactured housing installment sales contracts and installment loan agreements, which contracts provide for installment payments by or on behalf of the owner of the manufactured home and grant security interests in the related manufactured home (or, in certain cases, mortgages or deeds of trust on the real estate to which such manufactured home is deemed permanently affixed);

WHEREAS, the Seller, the Originator, the Servicer, the Guarantor and the Trustee wish to set forth the terms and conditions pursuant to which the "Trust," as hereinafter defined, will acquire the "Contracts," as hereinafter defined, and the Servicer will manage and service the Contracts;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as provided herein:

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GREEN TREE FINANCIAL SERVICING CORPORATION
1200 WOODRUFF ROAD SUITE C-40
GREENVILLE, SC 29607

LENDER'S NAME AND ADDRESS
"You" means the Lender,
its successors and assigns.

TRAVIS J. DILL

130 GOSSETT ROAD
SPARTANBURG, SC 29307

BORROWER'S NAME AND ADDRESS
"I" includes each Borrower above,
jointly and severally.

Loan Number 92413574
Date June 15, 1999
Maturity Date See **** Below
Loan Amount \$ 93148.00
Renewal Of N/A

TERMS FOLLOWING A' APPLY ONLY IF CHECKED

For value received, I promise to pay to you at your address listed above the PRINCIPAL sum of NINETY THREE THOUSAND ONE HUNDRED FORTY EIGHT AND NO/100 DOLLARS Dollars \$ 93148.00

N/A Single Advance: I will receive all of this principal sum on N/A. No additional advances are contemplated under this note.

XX Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On data of first advance I will receive the amount of \$ 10500 (land value/payoff) and future principal advances are contemplated. You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

Conditions: The conditions for future advances are 1st advance(adv): real property appraisal & legal permits; 2nd adv: land improvement invoices, lien waivers, customer advance authorization; 2nd or 3rd adv: home & setup; final adv: certificate of occupancy or inspection report.

INTEREST: I agree to pay interest on the outstanding principal balance from date of first advance at the rate of 8.75%

per year until the principal balance is fully paid

N/A Variable Rate: This rate may then change as stated below. Change Dates: Each date on which the interest rate may change is called a Change Date. The interest rate may change N/A and on every N/A thereafter.

The Index: Beginning with the first Change Date, the interest rate will be based on the following index: N/A

N/A The most recent index value available as of the date N/A 45 days N/A before each Change Date is called the "Current Index."

Calculation of Change: Before each Change Date, the Lender will calculate the interest rate, which will be N/A the new interest rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate until the next Change Date.

Limitations: The interest rate will never be greater than N/A % or less than N/A %.

N/A The interest rate will never change on any single Change Date by more than N/A %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments: N/A The amount of the final payment will change.

N/A The amount of each scheduled payment will change. N/A

ACCUAL METHOD: Interest will be calculated on a simple interest basis.

XX LATE CHARGE: I agree to pay a late charge when an installment is not paid within 10 days after it is due. This amount will be: 5.00% OF THE UNPAID AMOUNT, OR \$12.50, WHICHEVER IS LESS.

XX I also agree that you may change this amount pursuant to secs. 37-3-203 and 37-1-109 of the South Carolina Consumer Protection Code so as to always be the maximum amount allowed by law.

N/A NSF FEE: If an instrument which I submit to you for payment is returned for any reason, I will pay you a fee of \$ N/A.

N/A ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which N/A are N/A are not included in the principal amount above: N/A

PAYMENTS: I agree to pay this note as follows: INTEREST: I agree to pay accrued interest monthly during the construction period beginning approx. 30 days from date of first distribution, on cumulative amounts advanced, and principal as set forth below.

INSTALLMENTS: PLEASE SEE PAGE 2,

N/A In addition to the payments described above, I will pay a "balloon payment" of \$ N/A on N/A. **** The Maturity Date is 359 months from the first scheduled payment of principal and interest.

SECURITY: This note is secured (describe separate document by type (e.g., mortgage) and date):

Deed of Trust/Mortgage dated today

ADDITIONAL TERMS: ANY UNDISBURSED PORTIONS OF THE AMOUNT FINANCED HEREIN SHALL BE APPLIED TO THE PRINCIPAL BALANCE OF THE CONTRACT. THIS WILL NOT REDUCE MY MONTHLY PAYMENT AMOUNT ON THE CONTRACT, BUT MAY REDUCE THE TOTAL NUMBER OF MONTHS I MUST PAY THE CONTRACT.

INSTALLMENTS: I agree to pay this note in 360 prin. & int. payments. *The first payment will be in the amount of \$ 732.80 and will be due 30 - 45 days after the date of the final disbursement. A payment of \$ 732.80 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due 359 months after the date of the first scheduled payment of principal and interest.

PREPAYMENT REFUND: I may prepay all or part of this note without penalty. If I prepay in full, you may refund part of the finance charge.

* The payment schedule is in addition to and shall begin subsequent to and in addition to the construction period interest-only payments.

GENERALLY - The headings at the beginning of each section are for convenience only and are not to be used in interpreting the text of the section.

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agree to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns. The "parties" means you and I, together.

APPLICABLE LAW - This note, and any agreement securing this note will be governed by the laws of the state of South Carolina. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

I agree to cooperate with you regarding any requests after closing to correct errors made concerning this contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction. I agree that you may enforce this agreement by judicial process and are entitled to attorney's fees, costs and disbursements incident to such enforcement.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan, subject to any balloon payment indicated in the PAYMENTS section on page 1.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If this is a Multiple Advance note, interest will accrue: as indicated on page 1.

If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. You will figure a change in the interest rate by using the index rate in effect at the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

INDEX - If you and I have agreed that the interest rate on this note will be variable and will be related to an index, then the index you select will function only as a tool for setting the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type or class of loans with your other customers.

ACCRUAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

SINGLE ADVANCE LOANS - If this is a single advance loan you and I expect that you will only make one advance of principal. However, you may add other amounts to the principal if you make any payments described in the **PAYMENTS BY LENDER** section below.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal, subject to the conditions of any separate agreement.

PAYMENTS BY LENDER - If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

ASSUMPTION - This note and any document securing it cannot be assumed by someone buying the secured property from me. This will be true unless you agree in writing to the contrary. Without such an agreement, if I try to transfer any interest in the property securing this note, I will be in default on this loan. You may proceed against me under any due on sale clause in the security agreement, which is incorporated by reference.

DEFAULT - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph on page 2, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- (a) I fail to make a payment in full when due; or
- (b) the prospect of payment, or performance or realization on collateral is significantly impaired.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - If I am in default on this loan or any agreement securing this loan, you may use any of the remedies listed below. However, use of any of your remedies is subject to the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph on page 2, and my right to cure as follows. *If this is a consumer loan payable in two or more installments, and I am in default for failure to make a payment under the terms of this loan agreement, and have not voluntarily surrendered possession of collateral securing this loan, you will provide me with a written notice of my default and right to cure. You will do this if I am in default for ten (10) or more days, I have twenty (20) days after you mail or personally deliver this notice to me within which to cure my default. If I fail to cure my default within that time you may, use all available remedies. I am not entitled to this notice and right to cure if I have previously defaulted one or more times under the terms of this loan and have been notified of my default and right to cure.*

After my default and any required cure period, you may:

- (a) Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- (b) Use the right of set-off as explained below;
- (c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- (d) Make a claim for any and all insurance benefits or refunds that may be available on my default;

(e) Use any remedy I have under state or federal law; and

(f) Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - Except when prohibited by law, I agree to pay the reasonable attorneys' fees, not greater than 15% of the unpaid debt, that you incur if you retain an attorney to collect this loan in the event of my default. I also agree to pay you for any costs you incur to realize on any collateral securing this loan.

SET-OFF - I agree that you may set-off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (a) Any deposit account balance I have with you;
- (b) Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (c) Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand under the terms of this note at the time you exercise your right of set-off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of rescission. Also, property securing another debt will not secure this loan to the extent such property is my household goods. Finally, land securing other debts will not secure this loan to the extent that this is a supervised loan that may not be secured by an interest in land as provided by sec. 37-3-510 of the South Carolina Consumer Protection Code.

ARBITRATION - All disputes, claims, or controversies arising from or relating to this note or the relationships which result from this note, or the validity of this arbitration clause or the entire note, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein.

THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN). The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this note. The parties agree and understand that the arbitrator shall have all powers provided by law and the note. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this note, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

PRIVACY - I agree from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

PURPOSE: The purpose of this loan is construction on land and home.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3 AND 4). I have received a copy on today's date.

TRAVIS J. DILL *Travis J. Dill* (Seal)

Date: June 15, 1999

(Seal)

Date: _____

(Seal)

Date: _____

(Seal)

Date: _____

Signature for Lender

By: *Samuel Schussman* (Seal)
GREEN TREE FINANCIAL SERVICING CORPORATION (Date)

Its: *Loan Processing Supervisor* (Seal)
(Date)

RECORDED

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SPARTANBURG, S.C.

This document was prepared by

State of South Carolina _____ Space Above This Line For Recording Data _____
07-15-41-090 (12/97)

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is June 15, 1999 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: TRAVIS J. DILL and
130 GOSSETT ROAD,
SPARTANBURG, SC 29307

If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures, and acknowledgments.

LENDER: GREEN TREE FINANCIAL SERVICING CORPORATION
1200 WOODRUFF ROAD SUITE C-40
GREENVILLE, SC 29607

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor conveys and mortgages to Lender the following described property:

All of the property located at 130 GOSSETT ROAD, in the City/Town/Village of SPARTANBURG, County of SPARTANBURG, State of SC, in which the Borrower has ownership, leasehold or other legal interest. This property is more particularly described in the titled "Additional Property Description" which is attached hereto as Exhibit A, together with a mobile home, serial number DSE2AL13515AD in that certain 1999, 72 X 32 SE11 743

The Borrower does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Borrower has signed this Mortgage, one to attach Exhibit A after the Borrower has signed it.

The property is located in SPARTANBURG at _____
(County)
130 GOSSETT ROAD SPARTANBURG South Carolina _____
(Address) (City)

Together with all rights, easements, appurtenances, to, offices, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now or at any time in the future, be part of the real estate described above (all referred to as "Property").

SOUTH CAROLINA - MORTGAGE (NOT FOR IN-HAND FILING, FIA OR VA USE)
©1998 by U.S. Bank System, Inc., St. Cloud, MN Form 001-3707-2/98

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3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 23148.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence as described below and all their extensions, renewals, modifications or substitutions. (When referencing the items below it is suggested that you include items such as borrower's names, note amounts, interest rates, maturity dates, etc.)

A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Borrower(s). The above obligation is due and payable on 360 months from last construction disbursement if not paid earlier.

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances of any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of first refusal.

5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under, any debt or obligation secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, utility charges, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender, upon request, notices that such amounts are due and the receipts showing Mortgagor's payment. Mortgagor will defend, indemnify and hold Lender harmless against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, upon request by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

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1084 Revised by [unclear], [unclear], [unclear], [unclear], [unclear], [unclear], [unclear], [unclear], [unclear], [unclear]

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney-in-fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

13. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. A good faith belief by Lender that the prospect of any payment, performance, or realization on the Property is significantly impaired shall also constitute an event of default.

14. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies available at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment of the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees of not more than 15% of the unpaid debt when it is referred for collection to an attorney who is not a salaried employee of the lender, court costs, and other legal expenses allowed by law. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recollection costs of such release.

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16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities, to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the policies and renewals. If Lender requires, Mortgagor shall immediately give Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurer and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property and the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

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19. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary, Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

23. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

24. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt is reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or will own and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Riders. The covenants and agreements of each of the riders checked below are incorporated into and amend the terms of this Security Instrument. (Check all applicable boxes)
 - Condominium Rider
 - Planned Unit Development Rider
 - Other
- Additional Terms.

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SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Travis J. Dill 06/15/99 (Seal) (Signature) (Date) (Seal) (Date)
TRAVIS J. DILL

(Signature) (Date) (Seal) (Signature) (Date)

Signed, sealed and delivered in the presence of:

Barbara A. Grace (Witness) *[Signature]* (Witness)

PROBATE:

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG } ss.
Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 15th day of JUNE 1999

[Signature] (Seal) *Barbara A. Grace* (Witness)
Notary Public for South Carolina

My commission expires: 08/15/99

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EXHIBIT A

Property Address:
130 Gossett Road
Spartanburg, SC 29307

All that lot or parcel of land in the County of Spartanburg, State of South Carolina, being known and designated as Lot B, containing .411 AC., more or less, as shown on a plat entitled "Travis J. Dill," dated May 24, 1998, made by James V. Gregory Land Surveying, to be recorded herewith.

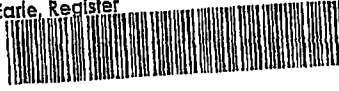
This is the same property conveyed by deed from George J. Byrd to Travis J. Dill, dated June 15, 1999, to be recorded herewith.

Tax Map Reference No: Sheet 3-08-00, Parcel 124.00



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MTG-2013-4989
Recorded 3 Pages on 2/4/2013 2:31:06 PM
Recording Fee: \$8.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register



Prepared by and Return To:
Teresa Harris
Green Tree Servicing LLC
95 KD
7360 S. Kyrene Road
Mail Stop T330
Tempe, AZ 85283
(888)315-8733

ASSIGNMENT OF MORTGAGE
South Carolina

Account #: _____
PIN #: 3-08-00-124.01

FOR VALUE RECEIVED, the undersigned holder of a Mortgage (herein "Assignor") whose address is 7360 S. Kyrene Rd Tempe, AZ 85283, does hereby grant, sell, assign, transfer and convey, unto U.S. Bank, N.A. as trustee on behalf of Manufactured Housing Contract Senior/Subordinate Pass-Through Certificate Trust 1996-6, whose address is c/o 7360 S. Kyrene Rd Tempe, AZ 85283 its successor and assigns, all its right, title and interest in and to a certain Mortgage described below and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Mortgagor:	Travis J. Dill and
Date Executed:	06/15/1999
Original Mortgagee/Lender	Green Tree Financial Servicing Corporation
Amount:	\$93,148.00
Recorded Date	06/16/1999
Book/Page/Instrument	Book# 2220 Page# 829
Number:	
County:	Spartanburg
State:	SC

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 12/20/12 and made effective on December 3, 2012.

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Green Tree Servicing LLC f/k/a Conseco
Finance Servicing Corporation f/k/a Green
Tree Financial Servicing Corporation

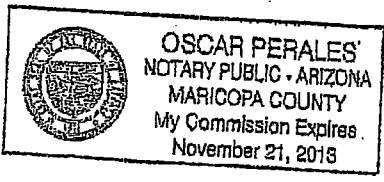
[Signature]
Witness: **Samantha Cruz**

BY: [Signature]
Name: **Denise Chavez**
Title: Assistant Vice President

[Signature]
Witness: **Abdulkadir Haji**

State of ARIZONA
County of MARICOPA

On [Signature], before me, the undersigned, personally appeared Denise Chavez, Assistant Vice President for Green Tree Servicing LLC f/k/a Conseco Finance Servicing Corporation f/k/a Green Tree Financial Servicing Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of Tempe, State of Arizona.



[Signature]
Notary Public

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M. HOPE BLACKLEY

Account number:

Assignment of Mortgage
Page | 2

Exhibit "A"

Property Address:

130 Gossett Road
Spartanburg, SC 29307

All that lot or parcel of land in the County of Spartanburg, State of South Carolina, being known and designated as Lot B, containing .411 AC., more or less, as shown on a plat entitled "Travis J. Dill," dated May 24, 1999, made by James V. Gregory Land Surveying, to be recorded herewith.

~~This is the same property conveyed by deed from George J. Byrd to Travis J. Dill, dated June 15, 1999, to be recorded herewith.~~

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Account number:

Assignment of Mortgage
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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
COURT OF COMMON PLEAS

Gordon G. Cooper, Master in Equity

Case No. 2013-CP-42-0362

RECEIVED

MAR 26 2015

SC COURT OF APPEALS

US Bank National Association as Trustee on behalf of Manufactured Housing
Contract Senior/Subordinate Pass-Through Certificates 1996-6 by Green Tree
Servicing LLC, as Servicer with delegated authority under the transaction
documents

Respondent

v.

Kim Byrd and the South Carolina Department of Revenue, Defendants
Of whom Kim Byrd is the Appellant

CERTIFICATE OF COUNSEL

The undersigned certified that this Record on Appeal contains all material proposed to be
included by any of the parties and does not contain any other material.

March 23, 2015



J. Edwin McDonnell, 3786
South Carolina Legal Services
148 East Main Street
Spartanburg, SC 29306
864-699-0303
864-582-0302 (fax)
eddiemcdonnell@sclegal.org
Attorney for Appellant