

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in-Equity

Case No. 2010-CP-10-10122
Appellate Court Case No. 2015-000799

RECEIVED
NOV 06 2015
SC Court of Appeals

US Bank National Association, as Trustee for
the holders of Bear Sterns Arm Trust, Mortgage
Pass-Through Certificates, Series 2005-4,

Respondent,

v.

Anne B. Glassburn; Donivon D. Glassburn;
The Bank of New York Mellon f/k/a The Bank
of New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home Equity
Loan Trust Series 2007-A Trust; Tidelands
Bank; Atlantic Bank and Trust,

Defendants,

Of Whom

Anne B. Glassburn and Donivon D. Glassburn are

Appellants.

RECORD ON APPEAL

S. Sterling Lane, III
550 South Main Street, Suite 400
Greenville, South Carolina 29601
(864) 255-5400

M. Todd Carroll
1727 Hampton Street
Columbia, South Carolina 29201
(803) 454-6504

Attorneys for Respondent

David K. Haller, Esquire
HALLER LAW FIRM, P.C.
115 River Landing Drive, Suite 102
Charleston, SC 29492
843-224-7860
dhaller@hallerlawfirm.com

Amanda Reece
Reece Law Firm, LLC
217 Lucas Street Unit J
Mount Pleasant, SC 29464

amanda@reecelawfirm.com

843-209-9830

COUNSEL FOR THE APPELLANTS

OTHER COUNSEL OF RECORD

S. Sterling Laney, III
Womble, Carlyle, Sandridge & Rice, LLP
550 South Main Street, Suite 400
Greenville, SC 29601

Matthew Todd Carroll
1727 Hampton Street
Columbia SC 29201
803-454-7730

Attorneys for the Respondent

INDEX

1. Order of Reference dated February 1, 2011	1
2. Form Order dated July 16, 2013	2
3. Form Order dated March 10, 2014	3
4. Form Order dated May 1, 2014 (granting defendants' Motion to Compel)	4
5. Form Order dated May 1, 2014 (granting plaintiff's Motion to Compel)	5
6. Order Granting Motion to Compel dated May 2, 2014	6
7. Form Order dated June 4, 2014	8
8. Order dated June 30, 2014	9
9. Judgment of Foreclosure and Sale dated January 22, 2015	12
10. Form Order dated March 17, 2015	23
11. Complaint dated December 10, 2010	24
12. Answer dated January 12, 2011	29
13. Plaintiff's Motion to Lift Stay dated September 30, 2013	32
14. Defendants' Motion to Amend dated November 8, 2013.....	35
15. Defendants' Motion to Reconsider dated June 18, 2014	44
16. Defendants' Motion to Compel dated February 25, 2014	46
17. Defendants' Motion to Compel dated April 21, 2014	48
18. Defendants' Motion for New Trial filed February 2, 2015	78
19. Plaintiff's Memorandum in Support of it Motion to Lift Stay dated June 2, 2014	88
20. Defendants' Memorandum dated June 2, 2014	95
21. Transcript of Hearing dated June 2, 2014	104
22. Transcript of Hearing dated December 2, 2014	124

23. Transcript of Hearing dated March 13, 2015	183
24. Exhibit 1 to Trial (Damage Claim)	196
25. Exhibit 2 to Trial (Note)	204
26. Exhibit 3 to Trial (Mortgage)	208
27. Exhibit 4 to Trial (Assignment)	224
28. Exhibit 5 to Trial (Plaintiff's Loan History)	226
29. Exhibit 6 to Trial (Default Notice)	248
30. Exhibit 7 to Trial (Attorney Fee Affidavit)	250
31. Affidavit dated January 31, 2011	256
32. Notice of Foreclosure Intervention	258
33. Attorney Certification dated May 2, 2013	260

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for the holders
of Bear Stearns ARM Trust, Mortgage Pass-Through
Certificates, Series 2005-4,

Plaintiff,

v.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home Equity
Loan Trust Series 2007-A Trust; Tideland Bank;
Atlantic Bank and Trust;

Defendant(s).

(011784-17316)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-10-10122

ORDER OF REFERENCE

Deficiency Judgment Waived

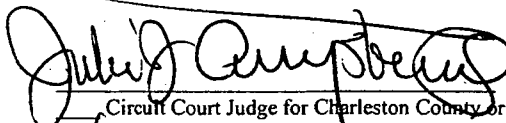
FILED
2011 FEB - 1 AM 9:05
JULIE J. ARMSTRONG
CLERK OF COURT

Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled case is an action for foreclosure and may be referred to a Master in Equity or Special Referee in the above-entitled county by order of a circuit court judge or the clerk of court.

IT IS HEREBY ORDERED, that this action is referred to the Honorable Mikell R. Scarborough, as Master in Equity to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCF, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or 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. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Judicial sales will be conducted pursuant to S.C. Code Section 15-39-680 or on any other convenient sale's date as may be determined by the Master in Equity/Special Referee.

The hearing shall be held in the Office of the Honorable Mikell R. Scarborough, as Master in Equity for Charleston County, located at:

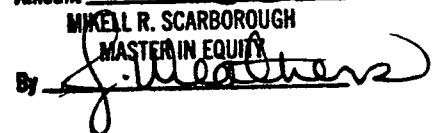
Charleston County Courthouse, 100 Broad Street, Courtroom 2A
Charleston, SC 29401


Circuit Court Judge for Charleston County or
Clerk of Court for Charleston County

Charleston, South Carolina

11/31, 2011.

Date 1-24-2011
Amount \$125.00

PAID
MIKELL R. SCARBOROUGH
MASTER IN EQUITY
By 

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

JUDGMENT IN A CIVIL CASE

CASE NO 2010 CP-10-10122

U.S. Bank

2013 JUL 16 AM 9:57

Anne B. Glasburn

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

BY

JULIE J. ARMSTRONG
CLERK OF COURT

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

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

This matter stayed pending resolution of Appeal of denial of Taxation Exemption Process.

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Circuit Court Judge

3062

Judge Code

7/3/13

Date

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-10-10122

US NATIONAL BANK, ETC
PLAINTIFF(S)

Glassman
DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk :

Packets to be filed 7/1/14. Discovery to return June 2, 2014 at 10 AM to Judge. Discovery to return

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Circuit Court Judge

3062
Judge Code

2/28/2014
Date

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2010DCP-10-10122

US BankGlasbourn

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk:

Defendant's motion to compel is
granted in part. Formal order to follow.

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Circuit Court Judge

3062

Judge Code

Date

4/29/14

US BANK

Glassburn

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk :

2/18/14
IT'S Motion to Quash Subpoena of US Bank is granted. Dr. Motion to Compel is granted, but Sanctions denied.

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Circuit Court Judge

3062

Judge Code

4/29/2014
Date

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for
the holders of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series
2005-4,

Plaintiff,

vs.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home
Equity Loan Trust Series 2007-A Trust;
Tidelands Bank; Atlantic Bank and Trust,

Defendant(s).

(511784.17316 CSG)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

ORDER

FILED
2014 MAY -2 PM 2:28
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

This matter came before me at a hearing on April 29, 2014 on Defendants Glassburn's Motion to Compel ("Motion"). Plaintiff responded to discovery requests on March 28, 2014, but Defendants' motion seeks an order from the Court requiring Plaintiff to fully answer the discovery by providing additional information.

Defendants' Motion is granted in part. Plaintiff is ordered to provide documents that show all data, Wells Fargo and HAMP underwriting guidelines, investor restrictions or underwriting documents actually used in its decisions to deny the Defendants for a loan modification referenced in letters sent to the borrower on April 22, 2013, May 7, 2013 and July 5, 2013.

Supporting documentation includes any income, expenses, and property valuations used to underwrite the decisions including any analyses and summaries of the decisions. Additionally Plaintiff is to provide any documentation of the request(s) for waiver(s)/exception(s) of the imposed investor restrictions and the investor's reply to those requests, if any exist.



Additionally Plaintiff is to provide all supporting document used in its response to an inquiry from the HAMP Solution Center in or around October 2013 regarding its decision to deny the borrower for a loan modification.

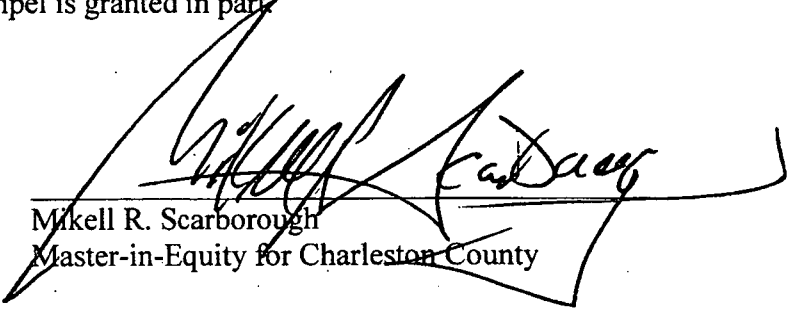
Plaintiff shall provide this information by May 19, 2014.

IT IS THEREFORE ORDERED THAT:

1. Defendant's Motion to Compel is granted in part.

AND IT IS SO ORDERED.

5/2, 2014


Mikell R. Scarborough
Master-in-Equity for Charleston County

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-10-10122

US Bank National AssociationGlasburn, et al

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk :

Plaintiff's motion to lift the stay is granted.
Defendant's motion(s) for sanctions AND to amend are respectfully denied.

INFORMATION FOR THE PUBLIC INDEX

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

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

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

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

Circuit Court Judge

3062

Judge Code

6/2/2014

Date

8

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for
the holders of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series
2005-4,

Plaintiff,

vs.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home
Equity Loan Trust Series 2007-A Trust;
Tidelands Bank; Atlantic Bank and Trust,

Defendant(s).

(511784.17316 CSG)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

ORDER

FILED
2014 JUN 30 AM 11:4
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

This matter came before me at a hearing on June 2, 2014 on Plaintiff's Motion to Lift Stay in Case filed on September 30, 2013, Defendants Anne B. Glassburn and Donivon D. Glassburn's Motion to Amend their Answer filed on November 8, 2013 and Defendants Anne B. Glassburn and Donivon D. Glassburn's Motion to Compel and for Sanctions dated May 29, 2014. Charles S. Gwynne Jr., Esquire, appeared on behalf of the Plaintiff; and David K. Haller, Esquire and Amanda Reece, Esquire appeared on behalf of the Defendants Anne B. Glassburn and Donivon D. Glassburn ("Defendants").

Defendants allege that the Plaintiff has not complied with the South Carolina Supreme Court Administrative Order 2009-05-20-01 dated May 22, 2009 regarding the Home Affordable Modification Program ("HAMP") and the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 regarding all loss mitigation options ("Orders"). Defendants argue the Plaintiff has failed to fully participate in discovery and failed to produce certain loss mitigation underwriting documents that would demonstrate a bad faith review of the borrower's



loan for a loan modification. Plaintiff argues that it has produced underwriting documents subject to a protective order that clearly demonstrate, based on the financial information provided by the Defendants, that the Defendants were fully reviewed, but denied, for a loan modification under HAMP and non-HAMP options.

The Court finds that the Orders require the parties to act in good faith in loss mitigation review of eligible mortgage loans. The Orders requires lenders to review loans through its normal loss mitigation processes and procedures. The Court is not free to substitute its own judgment when lenders have acted within its discretion to deny a borrower for a loan modification. This is akin to the business judgment rule. Additionally, the Court finds that the Orders do not create a private right of action for borrowers.

The court finds that the Plaintiff has demonstrated good faith and reasonable efforts in reviewing the Defendants for a loan modification under the Orders. It is important to note that the Defendants loan is an interest only loan and the court recognizes the difficulty in modifying this type of loan.

The Plaintiff's Motion to Lift Stay in Case is granted and the case may proceed to a final foreclosure hearing. The Defendants' two remaining motions are based on alleged failure of the Plaintiff to comply with the administrative Orders. Based on the Court's ruling the Defendants' Motion to Amend their Answer and Motion to Compel and for Sanctions are denied.

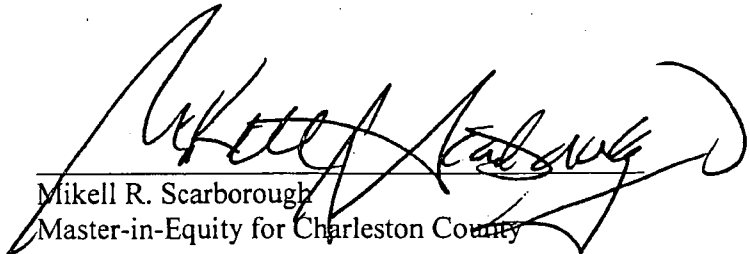
IT IS THEREFORE ORDERED THAT:

1. Plaintiff's Motion to Lift Stay in Case is granted;
2. Defendants Motion to Amend their Answer is denied;

A handwritten signature in black ink, appearing to be "JMS", is located in the bottom right corner of the page.

3. Defendants Motion to Compel and for Sanctions is denied.

AND IT IS SO ORDERED.


Mikell R. Scarborough
Master-in-Equity for Charleston County

6/24, 2014.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for
the holders of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series
2005-4,

Plaintiff,

vs.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home
Equity Loan Trust Series 2007-A Trust;
Tidelands Bank; Atlantic Bank and Trust,

Defendant(s).

(511784.17316 CSG)

Charles S. Gwynne Jr., Esquire
Attorney for the Plaintiff

David K. Haller, Esquire
Attorney for Defendants Anne B. Glassburn and Donivon D. Glassburn

Amanda Reece, Esquire
Attorney for Defendants Anne B. Glassburn and Donivon D. Glassburn

Samuel H. Altman, Esquire
Attorney for Defendant Tidelands Bank

Scott B. Umstead, Esquire
Attorney for Defendant Atlantic Bank and Trust

A hearing was held on December 2, 2014 at 9:30 A.M. Evidence was presented, which is
reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on December 10, 2010.
2. The Summons and Complaint were filed on December 10, 2010.
3. Service was made upon all Defendant(s) as shown by proof(s) of service filed

herein.

4. The Defendant(s) The Bank of New York Mellon f/k/a The Bank of New York

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

JUDGMENT OF FORECLOSURE AND
SALE

Deficiency Judgment Waived

FILED
2015 JAN 22 PM 3:37
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Indenture Trustee on behalf of the Note Holders, CWHEQ Revolving Home Equity Loan Trust Series 2007-A Trust and Atlantic Bank and Trust are in default.

5. The Defendants Anne B. Glassburn and Donivon D. Glassburn are not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed or will be filed herein.

6. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.

7. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-20-01 dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009.

8. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

9. On or about January 12, 2011, Defendants Anne B. Glassburn and Donivon Glassburn ("Defendants") filed an Answer to the Complaint.

10. On or about August 9, 2013, Defendant Tidelands Bank filed an Answer through their attorney, Samuel H. Altman, Esquire.

11. On or about July 25, 2014, Defendant Atlantic Bank and Trust filed a late Answer through their attorney, Scott B. Umstead, Esquire.

12. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

13. At the hearing on December 2, 2014, Defendant Donivon D. Glassburn testified that sometime in 2009 he was told by an unidentified representative of the Plaintiff to stop making his mortgage payments in order to be reviewed for a loan modification. Mr. Glassburn testified he and Defendant Anne B. Glassburn had the ability to make the mortgage payments but relied on the statements of the Plaintiff's employee as a basis for defaulting on their payments in exchange for a loan modification. Defendants then entered in a loan modification review that did not result in a permanent modification. Mr. Glassburn also testified that sometime in 2010 he was told by an unidentified representative of the Plaintiff that he needed to reduce the amount of his savings to assist in being approved for a loan modification.

14. The Defendants' counsel argued that the alleged 2009 and 2010 statements of the Plaintiff's employee require the Plaintiff to modify the borrower's loan because the Defendant's relied

on those statements as the basis for their default. Plaintiff's counsel argued the alleged statements in 2009 and 2010 should be excluded because the statements are hearsay testimony under Rule 801, South Carolina Rules of Evidence, because the Defendants failed to introduce any evidence that the employee who made the alleged statements had the authority to bind the Plaintiff in any way.

15. The court finds that the testimony of Defendant Donivon D. Glassburn is not sufficient to find the parties entered into a loan modification or other agreement that altered the terms of the subject Note and Mortgage. The Defendants offered no testimony or evidence regarding the name of the individual who made the alleged statements in 2009 or 2010 and did not establish the scope of the employee's authority to make such statements or to bind the Plaintiff in any way.

16. Anne B. Glassburn for value received, made, executed and delivered an Adjustable Rate Note ("Note") dated March 4, 2005 promising hereby to pay to Plaintiff or its predecessor the sum of \$665,000.00 with interest at 5.250% per annum. Other terms and conditions are stated in the Note, of record herein.

17. To better secure the payment of the Note described above, Anne B. Glassburn and Donivon D. Glassburn made, executed, and delivered to Wells Fargo Bank, N.A. a certain real estate Mortgage in writing, dated March 4, 2005 covering real property in Charleston County, which is the same as that described in the Complaint. This Mortgage was filed on April 26, 2005, and is of record in the Office of RMC/ROD in Book H534 at Page 391. Subsequently, the mortgage was assigned to the Plaintiff by assignment dated May 21, 2012 and recorded May 24, 2012 in Book 0253 at Page 821.

18. This mortgage constitutes a first Priority lien on the subject property, subject to ad valorem taxes or other liens/taxes given priority by statute.

19. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

20. Payment due on the Note was not made as provided for therein, and Plaintiff, as the holder or nominee for the holder thereof, elected to require immediate payment of the entire amount due thereon and placed the Note and Mortgage in the hands of the attorney herein for remedy for collection by foreclosure.

21. The sum of \$29,826.84 is a reasonable fee and cost to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel

performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

22. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Note, with interest at the rate provided in the Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Note and Mortgage, is as follows:

Principal	\$665,000.00
Interest from November 1, 2009 through October 23, 2014 at 5.250% per annum = \$173,757.44	\$177,583.44
October 24, 2014 through December 2, 2014 (40 days) at \$95.65 per day = \$3,826.00	
Late Charges	\$3,200.34
11/16/10	
12/16/10	
01/18/11	
02/16/11	
03/16/11	
04/18/11	
05/16/11	
06/16/11	
07/18/11	
08/16/11	
09/16/11	
10/17/11	
11/16/11	
12/16/11	
01/17/12	
02/16/12	
03/16/12	
04/16/12	
05/16/12	
06/18/12	
07/16/12	
08/16/12	

Total	\$3,200.34	
Escrow Advance		
Hazard Insurance		
03/07/11	\$2,509.00	
03/26/12	\$2,694.00	
03/25/13	\$2,792.00	
04/01/14	\$2,889.00	
Total	\$10,884.00	
		\$28,700.04
Taxes		
12/14/10	\$8,880.73	
12/12/11	\$3,409.71	
12/21/12	\$2,777.24	
12/09/13	\$2,748.36	
Total	\$17,816.04	
Property Inspection		
05/06/13	\$15.00	
04/03/13	\$15.00	
03/06/13	\$15.00	
01/29/13	\$15.00	
12/31/12	\$15.00	
11/01/12	\$15.00	
10/19/12	\$15.00	
08/27/12	\$15.00	
07/31/12	\$15.00	
06/27/12	\$15.00	
05/25/12	\$15.00	
04/24/12	\$15.00	
03/28/12	\$15.00	
02/23/12	\$15.00	
01/26/12	\$15.00	
12/27/11	\$20.00	
11/23/11	\$20.00	
10/25/11	\$20.00	
09/27/11	\$20.00	
08/24/11	\$20.00	
07/26/11	\$20.00	
06/21/11	\$20.00	
05/18/11	\$20.00	
04/21/11	\$20.00	
03/22/11	\$20.00	
02/18/11	\$20.00	
01/18/11	\$20.00	
12/21/10	\$20.00	
11/23/10	\$20.00	
Total	\$505.00	
		\$505.00

BPO		
05/30/12	\$90.00	
10/27/11	\$90.00	
03/30/11	\$90.00	\$270.00
Total	\$270.00	
Attorney's Fees incurred (paid, billed but unpaid or unbilled)		\$26,301.00
Anticipated attorney fees awarded herein		\$1,600.00
Expenses (Case filing fee; Service of process; Reference fee; Motions / Filing Fee; Parking Fees; Auto Mileage; Title Search)		\$1,925.84
TOTAL PRINCIPAL, INTEREST AND EXPENSES:		\$905,085.66

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 5.250% per annum (pursuant to the terms of the Note and First Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the first Mortgage through the date to which such interest is computed.

23. Plaintiff is seeking the usual foreclosure of the First mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

24. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. The Bank of New York Mellon f/k/a The Bank of New York Indenture Trustee on behalf of the Note Holders, CWHEQ Revolving Home Equity Loan Trust Series 2007-A Trust, by virtue of a mortgage given by Anne B. Glassburn and Donivon D. Glassburn to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Countrywide Home Loans, Inc., its successors and assigns (MIN#100015700076415260) in the amount of \$500,000.00, dated December 19, 2006, and recorded December 29, 2006 in Book L610 at Page 303. Subsequently, this mortgage was assigned to The Bank of New York Mellon f/k/a The Bank of New York Indenture Trustee on behalf of the Note Holders, CWHEQ Revolving

Home Equity Loan Trust Series 2007-A Trust by assignment dated June 8, 2009 and recorded June 12, 2009 in Book 0061 at Page 008. Also by virtue of that Amended Lis Pendens, Summons and Complaint filed as 2009-CP-10-3147, Charleston County Records.

b. Tidelands Bank, by virtue of a mortgage given by Donivon D. Glassburn and Anne B. Glassburn in the amount of \$2,375,000.00, dated February 20, 2007, and recorded February 26, 2007 in Book M616 at Page 794.

c. Tidelands Bank, by virtue of a judgment against Donivon D. Glassburn, Anne B. Glassburn, Atlantic Bank and Trust, and The I'On Assembly, Inc. in the amount of \$350,000.00, dated June 8, 2010 and recorded on June 10, 2010 in Judgment Roll No. 2009-CP-10-6612.

d. Atlantic Bank and Trust, by virtue of a judgment against Donivon D. Glassburn in the amount of \$405,367.26, dated May 17, 2010 and recorded on June 11, 2010 in Judgment Roll No. 2010-CP-10-4747.

IT IS THEREFORE ORDERED:

25. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

26. Defendants Anne B. Glassburn and Donivon D. Glassburn's Motion for Continuance filed on December 2, 2014 is DENIED.

27. Based on the reasoning in the Court's Order filed June 30, 2014, Defendants Anne B. Glassburn and Donivon D. Glassburn's Motion for Reconsideration filed June 18, 2014 is DENIED.

28. There is due on the Note and purchase money first Mortgage set forth in the Complaint the sum of \$905,085.66, as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

29. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

30. The Defendant(s) liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 5.250% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

31. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or other court-appointed or designated agent or auctioneer at public auction at the Charleston County Courthouse, in the City of Charleston, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 2.875%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

32. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

33. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

34. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity may advertise the said premises for

sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

35. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

36. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

37. The Master in Equity or Special Referee will apply the proceeds of the sale as follows:

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem fee, servicemember Civil Relief Act attorney fee, or any other attorney's awarded under this or any other Order of this Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable advances, and related calculations of this Court, including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage; After crediting the proceeds of sale, net of any commission on sale, an Order for Deficiency Judgment shall be entered without further notice or hearing.

NEXT: Any surplus should be held pending further Order of this court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

38. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Charleston County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

39. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to

the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

40. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

41. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

42. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

43. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

44. The following is a description of the property herein ordered to be sold:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, or to be built thereon, situate, lying and being in the Town of Mt. Pleasant, Charleston County, South Carolina, shown and designated as Lot 5-107, Phase 5, I'On, on a plat thereof entitled, "Final Subdivision Plat of Phase 5, Subphases D, E, & F owned by: The I'On Company," dated February 3, 2003, prepared by Thomas & Hutton Engineering Co., and duly recorded on March 10, 2003, in the Office of the RMC for Charleston County, South Carolina in Plat Book EG at Pages 210-213. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear. Subject to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina, including but not limited to those contained in that certain deed recorded in Book X444 at Page 7.

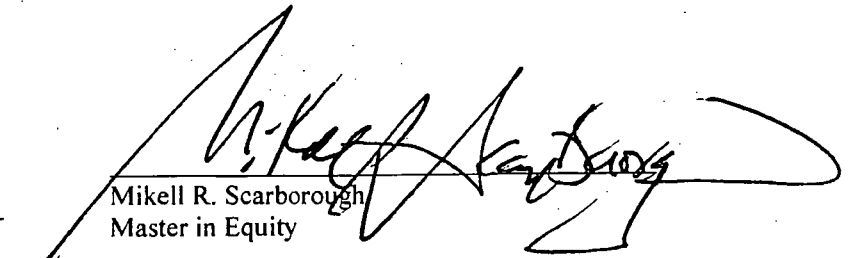
This being the same property conveyed to Donivon D. Glassburn and Anne B. Glassburn by deed of Tanis Development Company, LLC, dated May 17, 2004 and recorded May 26, 2004 in Book Z495 at Page 424.

Property Address: 46 Hopetown Road
Mount Pleasant, SC 29464

TMS# 535-06-00-627

1/16, 2014
Charleston, South Carolina

Mikell R. Scarborough
Master in Equity

A large, stylized handwritten signature in black ink, which appears to read "Mikell R. Scarborough". The signature is written over the printed name and title.

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

FORM 4

FILED

JUDGMENT IN A CIVIL CASE

CASE NO. 2010CP-10-10122

US Bank

2015 MAR 17 PM 3:06

Glassburn

JULIE J. ARMSTRONG
CLERK OF COURT

PLAINTIFF(S)

RY

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

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

- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk :

Denied.

Rule 59
Motion to Reconsider by Defendant is
after NIT

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

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

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

Circuit Court Judge

3062

Judge Code

Date

3/17/15

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for the
holders of Bear Stearns ARM Trust, Mortgage
Pass-Through Certificates, Series 2005-4,

Plaintiff,

v.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of New
York Indenture Trustee on behalf of the Note
Holders, CWHEQ Revolving Home Equity Loan
Trust Series 2007-A Trust; Tidelands Bank;
Atlantic Bank and Trust;

Defendant(s).

(011784-17316)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

10-cl-10-10122

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE

Deficiency Judgment Waived

FILED
2010 DEC 10 AM 11:18
JULIE J. ANNSTRONG
CLERK OF COURT

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Charleston County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the borrower did not provide all necessary documents after those documents had been requested.
5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

7. Heretofore, on or about March 4, 2005, Anne B. Glassburn made, executed and delivered a certain Adjustable Rate Note ("Note") in the principal sum of \$665,000.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Anne B. Glassburn and Donivon D. Glassburn made, executed and delivered unto Wells Fargo Bank, N.A. a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, or to be built thereon, situate, lying and being in the Town of Mt. Pleasant, Charleston County, South Carolina, shown and designated as Lot 5-107, Phase 5, I'On, on a plat thereof entitled, "Final Subdivision Plat of Phase 5, Subphases D, E, & F owned by: The I'On Company," dated February 3, 2003, prepared by Thomas & Hutton Engineering Co., and duly recorded on March 10, 2003, in the Office of the RMC for Charleston County, South Carolina in Plat Book EG at Pages 210-213. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear. Subject to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina, including but not limited to those contained in that certain deed recorded in Book X444 at Page 7.

This being the same property conveyed to Donivon D. Glassburn and Anne B. Glassburn by deed of Tanis Development Company, LLC, dated May 17, 2004 and recorded May 26, 2004 in Book Z495 at Page 424.

Property Address: 46 Hopetown Road
Mount Pleasant, SC 29464

TMS# 535-06-00-627

9. The Mortgage was signed, witnessed and probated March 4, 2005; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Charleston County on April 26, 2005, in Mortgage Book H534 at Page 391.

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a First lien on the mortgaged premises.

11. Any notice required by the terms of the Note and Mortgage or by state or federal laws has been given to the applicable Defendant(s).

12. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for December 1, 2009, and the conditions of the Note and Mortgage have been

broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of December 1, 2009, the principal sum of \$665,000.00, with interest from November 1, 2009, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

13. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

14. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

15. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

16. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

17. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. The Bank of New York Mellon f/k/a The Bank of New York Indenture Trustee on behalf of the Note Holders, CWHEQ Revolving Home Equity Loan Trust Series 2007-A Trust, by virtue of a mortgage given by Anne B. Glassburn and Donivon D. Glassburn to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Countrywide Home Loans, Inc., its successors and assigns (MIN#100015700076415260) in the amount of \$500,000.00, dated December 19, 2006, and recorded December 29, 2006 in Book L610 at Page 303. Subsequently, this mortgage was assigned to The Bank of New York Mellon f/k/a The Bank of New York Indenture Trustee on behalf of the Note Holders, CWHEQ Revolving Home Equity Loan Trust Series 2007-A Trust by assignment dated June 8, 2009 and recorded June 12, 2009 in Book 0061 at Page 008. Also by virtue of that Amended Lis Pendens, Summons and Complaint filed as 2009-CP-10-3147, Charleston County Records.

B. Tidelands Bank, by virtue of a mortgage given by Donivon D. Glassburn and Anne B. Glassburn in the amount of \$2,375,000.00, dated February 20, 2007, and recorded February 26, 2007 in Book M616 at Page 794.

C. Tidelands Bank, by virtue of a judgment against Donivon D. Glassburn, Anne B. Glassburn, Atlantic Bank and Trust, and The I'On Assembly, Inc. in the amount of \$350,000.00, dated June 8, 2010 and recorded on June 10, 2010 in Judgment Roll No. 2009-CP-10-6612.

D. Atlantic Bank and Trust, by virtue of a judgment against Donivon D. Glassburn in the amount of \$405,367.26, dated May 17, 2010 and recorded on June 11, 2010 in Judgment Roll No. 2010-CP-10-4747.

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

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a First lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

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

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

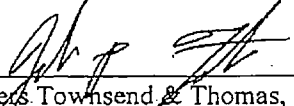
First, to the costs and expenses of the within action and sale;

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

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(6) Issue an order directing the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

(7) Order such other and further relief as may be just and proper.


Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
Robert P. Davis (SC Bar #74030)
Shawn R. Willis (SC Bar #71155)
Benjamin J. Powell (SC Bar #77205)
Kelsey K. Brockbank (SC Bar #77519)
220 Executive Center Drive
Columbia, SC 29210

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Mary R. Powers (SC Bar #16534)
William S. Koehler (SC Bar #74935)
Kevin T. Hardy (SC Bar #76015)
John P. Fetner (SC Bar #77460) ✓
Vance L. Brabham, III (SC Bar #71250)
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
December 9, 2010

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO.: 2010-CP-10-10122

US Bank National Association,)
as Trustee for the holders of)
Bear Stearns ARM Trust,)
Mortgage Pass-Through)
Certificates, Series 2005-4,)

Plaintiff,)

vs.)

Anne B. Glassburn,)
Donivon D. Glassburn,)
The Bank of New York Mellon)
f/k/a The Bank of New York)
Indenture Trustee on behalf)
of the Note Holders, CWHEQ)
Revolving Home Equity Loan)
Trust Series 2007-A Trust,)
Tidelands Bank and)
Atlantic Bank and Trust,)

Defendants.)

ANSWER

OF DEFENDANTS

ANNE B. GLASSBURN AND
DONIVON D. GLASSBURN

The Defendants, Anne B. Glassburn and Donivon D. Glassburn,
respond to the Complaint as follows:

FOR A FIRST DEFENSE
(General Denial)

FIRST: They admit Paragraph 1.
SECOND: They demand strict proof of Paragraphs 2 and 3.
THIRD: Responding to Paragraph 4, they are informed and believe
the Plaintiff's servicing agent for the mortgage loan described in
this foreclosure action is participating in the Home Affordable
Modification Program ("HMP"). They specifically deny, however, the
subject loan is not eligible for modification and/or that they, as
the borrowers, did not provide any necessary documents after those
documents had been requested, and demand strict proof thereof.

FOURTH: They demand strict proof of Paragraph 5.

FIFTH: They are not required to respond to Paragraph 6.

SIXTH: They crave reference to the documents identified in Paragraphs 7, 8, 9 and 10 for the terms and provisions thereof.

SEVENTH: They deny and demand strict proof of Paragraphs 11 and 12.

EIGHTH: They are not required to respond to Paragraphs 13, 14, 15 or 16 or, to the extent they are so required, they demand strict proof thereof.

NINTH: They admit Paragraph 17A.

TENTH: They demand strict proof of Paragraphs 17B, C and D.

ELEVENTH: They deny each and every allegation of the Complaint not hereinabove specifically and expressly admitted.

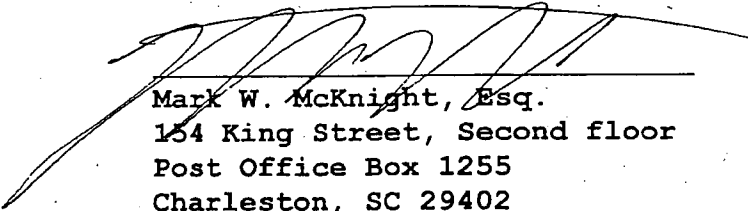
FOR A SECOND DEFENSE
(Rule 12(b)(6))

TWELFTH: The cause or causes of action alleged by the Plaintiff fail to state facts sufficient to constitute a cause or causes of action against these Defendants and the same should be dismissed pursuant to Rule 12(b)(6), S.C.R.C.P.

WHEREFORE, having fully answered the Complaint these Defendants pray that the same be dismissed as to them, that judgment be entered for them thereon, for their costs and attorney's fees in defending this action, and for such other and further relief as the Court deems just and proper.

CERTIFICATE OF SERVICE
THE UNDERSIGNED HEREBY CERTIFIES
THAT(S)HE SERVED A COPY OF THE
PLEADINGS OR FOREGOING PAPERS ON
ALL COUNSEL OF RECORD THIS 12th
DAY OF January, 2011

Charleston, South Carolina
January 12, 2011



Mark W. McKnight, Esq.
154 King Street, Second floor
Post Office Box 1255
Charleston, SC 29402
(843) 577-2837
(843) 722-4094/Fax
ATTORNEY FOR THE DEFENDANTS
ANNE B. GLASSBURN AND
DONIVON D. GLASSBURN

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for the
holders of Bear Stearns ARM Trust, Mortgage Pass-
Through Certificates, Series 2005-4,

Plaintiff,

v.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of New
York Indenture Trustee on behalf of the Note
Holders, CWHEQ Revolving Home Equity Loan
Trust Series 2007-A Trust; Tideland Bank; Atlantic
Bank and Trust,

Defendant(s).

(511784.17316 CSG)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 10-CP-10-10122

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION TO LIFT STAY IN CASE**

FILED
2013 SEP 30 PM 1:50
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Please take notice that the Plaintiff in the above captioned action will move for an Order lifting the stay issued by the Court in its Order signed July 3, 2013 and filed on July 16, 2013. The Court issued the stay pending resolution of the Defendants Anne B. Glassburn and Donivon D. Glassburn's ("Defendants") appeal of the Plaintiff's denial of foreclosure intervention.

In support of its motion, Plaintiff represents as follows:

(1) The Defendants appeal was reviewed and denied as evidenced by the attached denial letter dated July 5, 2013, attached hereto has Exhibit A.



Charles S. Gwynne Jr. (SC Bar # 73844)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive - Suite 109 (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900

ATTORNEYS FOR PLAINTIFF

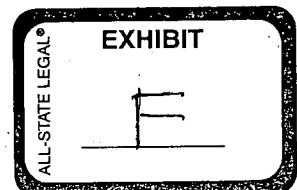
Rogers Townsend & Thomas, PC and its staff are debt collectors

September 27, 2013

9772929

1

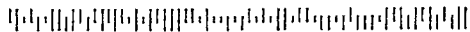
3a



WELLS FARGO HOME MORTGAGE
RETURN MAIL OPERATIONS
PO BOX 10368
DES MOINES IA 50306-0368



07/05/13



1MB 10624/003661/029055 0011 2 ACQFZDHP609 708

ANNE B GLASSBURN
46 HOPETOWN ROAD
MOUNT PLEASANT, SC 29464-6661

Account Information

Online: wells Fargo.com
Fax: (866)-278-1179
Telephone: (800) 416-1472
Correspondence: PO Box 10335
Des Moines, IA 50306
Hours of Operation: Mon - Fri, 8 AM - 11 PM
Sat, 9 AM - 3 PM CT
Loan Number: [REDACTED]
Property Address: 46 Hopetown Road
Mt Pleasant SC 29464

Subject: Decision on your request for an appeal

Dear Anne B Glassburn:

We have completed reviewing the documents you sent to appeal our decision about a loan modification.

Here's what we found

After carefully reviewing your documentation supporting your appeal request, we have determined that you still do not meet the requirements of a loan modification.

Your important next steps for mortgage assistance

There may be other mortgage assistance options available to help you avoid a foreclosure sale. Please contact us to learn about the options listed below:

- If the present value of your home is higher than your mortgage balance, you can try to sell your home before the foreclosure sale takes place.
- If your mortgage balance is higher than the present value of your home, you may want to consider what is known as a "short sale." This allows you to sell your home privately for an agreed-upon amount that is less than what you owe on your mortgage. To start the short sale process, it's important for you to work with us in advance to set the selling price.
- The remaining option is a deed in lieu of foreclosure. You can voluntarily deed your property to Wells Fargo, transferring ownership of your home to us.

Please note: Short Sale or Deed in Lieu options vary based on your investor. Please call us to discuss your options

What you need to know about foreclosure

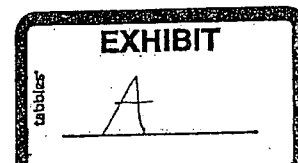
We will continue to work with you to help you avoid foreclosure sale. However, please understand that if your mortgage has been referred to foreclosure, that process moves forward at the same time. Also, as part of the foreclosure process, you may receive notices from a third-party attorney delivered by mail. Please note that within 15 days of the date of this letter, your home will not be sold in a foreclosure sale.



HP609 708
003661/029055 ACQFZD S1-ET-M1-C002

7080050488245HP609

33



Account Information

Loan Number:

Property Address: 46 Hopelawn Road
Mt Pleasant SC 29464

I'm here to help you

If you would like more information about our decision on your appeal request, or to discuss other mortgage assistance options, please call me right away. I can be reached at the number listed below.

Sincerely,

Svetlana Kostenko

Svetlana Kostenko
Home Preservation Specialist
Wells Fargo Home Mortgage
Ph: 1-877-893-1958 ext. 84154
Fax: 1-866-590-8910

Struggling with other expenses? Help is available.

Sometimes customers have trouble keeping up with their monthly expenses, other than their mortgage payments. If this is happening to you, help is available at no cost from a HUD-approved, non-profit credit counseling agency. Simply call a counselor who will work closely with you to lower your other monthly payments, take your financial circumstances into consideration, and create a budget plan to work for you. To find an agency in your neighborhood, call 1-800-569-4287 or call the HOPE Hotline at 1-888-995-HOPE.

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt, and we have a security interest in the property and will only exercise our rights as against the property.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N. A. © 2013 Wells Fargo Bank, N. A. All rights reserved. Equal Housing Lender.
NMLSR ID 399801



HP509 70E
003861/029056 ACQF2D S1-ET-M1-C002

7030050488246HP509

34

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-10-10122

US Bank National Association, as Trustee)
for the holders of Bear Stearns ARM Trust)
Mortgage Pass-Through Certificate)
Series 2005-4,)

Plaintiff,)

versus)

Anne B. Glassburn, Donivon D. Glassburn,)
The Bank of New York Mellon f/k/a The)
Bank of New York Indenture Trustee on)
behalf of the Note Holders, CWHEQ)
Revolving Home Equity Loan Trust Series)
2007-A Trust, Tidelands Bank, Atlantic)
Bank and Trust;)

Defendants.)

GLASSBURN DEFENDANTS
MOTION TO AMEND

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2013 NOV -8 PM 3:45

FILED

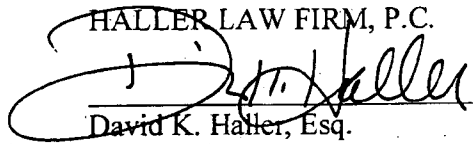
TO: CHARLIE GWYNN, ESQ., ATTORNEY FOR THE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that defendants Anne B. Glassburn and Donivon D. Glassburn will move, in ten (10) days at the Charleston County Courthouse, or at such other time and place as the court deems proper, for an order pursuant to SCRCP Rule 15 allowing the defendants to amend their answer in this matter. A draft of the proposed amended answer is attached hereto as Exhibit A. Defense counsel has complied with SCRCP Rule 11.

Prayer and Signature Block Follow Next Page

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

HALLER LAW FIRM, P.C.



David K. Haller, Esq.

115 River Landing Drive, Suite 102

Charleston, SC 29492

843-849-1384

dhaller@hallerlawfirm.com

Attorney for the Defendants

This 24th day of November, 2013

Charleston, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-10-10122

US Bank National Association, as Trustee)
for the holders of Bear Stearns ARM Trust)
Mortgage Pass-Through Certificate)
Series 2005-4,)

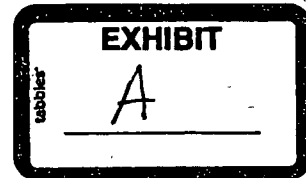
Plaintiff,)

versus)

Anne B. Glassburn, Donivon D. Glassburn,)
The Bank of New York Mellon f/k/a The)
Bank of New York Indenture Trustee on)
behalf of the Note Holders, CWHEQ)
Revolving Home Equity Loan Trust Series)
2007-A Trust, Tideland Bank, Atlantic)
Bank and Trust;)

Defendants.)

GLASSBURN DEFENDANTS
AMENDED ANSWER AND
COUNTERCLAIM



TO: CHARLIE GWYNN, ESQ., ATTORNEY FOR THE PLAINTIFF

Defendants Anne B. Glassburn and Donivan D. Glassburn answer the plaintiff's
complaint and counterclaims against it as follows:

FOR A FIRST DEFENSE

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

FOR A SECOND DEFENSE

SCRCP Rule 12(b)(6)

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

FOR A THIRD DEFENSE

3. Paragraph one of the complaint is denied and strict proof thereof demanded.

4. Defendants deny paragraph 2 of the complaint and demand strict proof thereof.
5. Defendants deny paragraph 3 of the complaint and demand strict proof thereof.
6. Paragraph 4 is false, frivolous and denied by the defendants and strict proof thereof demanded. Defendants demand sanctions pursuant to the South Carolina Frivolous Civil Proceedings Act against the plaintiff.
7. Defendants deny paragraph 5 and 6 of the complaint and demand strict proof thereof.
8. As to paragraphs 7, 8, 9, and 10 of the complaint, defendants admit that a Note and Mortgage on the property described in paragraph 8 was executed by Anne Glassburn. They deny the Note and Mortgage described in those paragraphs remains in effect or that the plaintiff is the real party in interest. The Note and Mortgage were modified in 2010; however, the plaintiff has breached the modification, refused payment, and brought this action.
9. Defendants deny paragraph 11 of the complaint and demand strict proof thereof.
10. Defendants deny paragraph 12 of the complaint, and demand strict proof thereof. Any injury or damage claimed by the plaintiff is caused by its prior breach of the modified Note and Mortgage.
11. Paragraph 13 of the complaint is admitted.
12. As to paragraph 14 of the complaint, defendants admit that counsel has been retained, but deny that plaintiff is entitled to any award of fees.
13. Defendants deny paragraph 15 of the complaint and demand strict proof thereof.
14. Defendants deny paragraph 16 of the complaint and demand strict proof thereof.
15. Defendants deny paragraph 17 of the complaint and demand strict proof thereof.
16. As to the paragraph entitled, "WHEREFORE" the defendants deny the plaintiff is entitled to any relief and, therefore, deny the same and demand strict proof thereof.

FOR A FOURTH AND AFFIRMATIVE DEFENSE

(UNCONSCIONABILITY)

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

FOR A FIFTH AND AFFIRMATIVE DEFENSE

(UNCLEAN HANDS)

18. Plaintiff's claims are barred by the doctrine of unclean hands. As to the facts and circumstances of the plaintiff's inequitable conduct, defendants crave reference to the facts and circumstances of the defendants' counterclaims and such other facts and circumstances as may be developed during discovery.

FOR A SIXTH AND AFFIRMATIVE DEFENSE

(PRIOR BREACH)

19. Plaintiff's claims are barred by their prior breach of the modification of the subject note and mortgage. Specifically, the plaintiff's employees instructed the defendant to stop making payments on the note. Because the plaintiff is not entitled to gain from its preclusion of the defendants' performance, it is not entitled to relief here.

FOR A SEVENTH AND AFFIRMATIVE DEFENSE

(CONTRIBUTORY NEGLIGENCE)

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

FOR AN EIGHTH AND AFFIRMATIVE DEFENSE

(DURESS)

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

FOR A NINTH AND AFFIRMATIVE DEFENSE

(FRAUD)

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

FOR A TENTH AND AFFIRMATIVE DEFENSE

(ILLEGALITY)

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

FOR AN ELEVENTH AND AFFIRMATIVE DEFENSE

(LACHES)

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

FOR A TWELFTH AND AFFIRMATIVE DEFENSE

(MISREPRESENTATION)

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

FOR A THIRTEENTH AND AFFIRMATIVE DEFENSE

(MISTAKE)

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

FOR A FOURTEENTH AND AFFIRMATIVE DEFENSE

(WAIVER)

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

FOR A FIFTEENTH AND AFFIRMATIVE DEFENSE

(FAILURE TO MITIGATE)

28. The plaintiff's claims are barred by the doctrine of failure to mitigate. Specifically, the defendants were performing under a modification agreement at the time of the claimed breach and continued to perform successfully for months after until the plaintiff terminated the contract without cause, kept the modification payments, and brought suit to foreclosure without cause.

FOR A SIXTEENTH AND AFFIRMATIVE DEFENSE

(PAYMENT)

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

FOR AN SEVENTEENTH AND AFFIRMATIVE DEFENSE

(ACCORD & SATISFACTOIN)

30. Plaintiff's claims are barred by the doctrines of accord and satisfaction. Specifically, the parties reached an agreement to modify the terms and conditions of the Note and Mortgage, which both parties successfully performed until the plaintiff unilaterally terminated

FOR AN EIGHTEENTH AND AFFIRMATIVE DEFENSE

(FAILURE TO NAME AN INDISPENSIBLE PARTY)

31. Plaintiff's claims are barred for failure to name an indispensable party.
32. In September of 2009, plaintiff's servicer (Wells Fargo) and defendants entered into an agreement by which the Note and Mortgage was modified. Under the agreement, defendants' Note and Mortgage would continue to be paid down upon the monthly payment of \$2,170.00 per month beginning November 1, 2009.
33. The modification became an available option only after the plaintiff instructed and induced the defendants to stop making payments on the note in the first place.
34. Defendants' made the payment on November 1, 2009, and for eleven consecutive months thereafter.
35. In June of 2010, after seven months of receiving funds from the Glassburns, Wells Fargo attempted to breach the modification by telling the Glassburns that their modification had been denied for, "failure to produce documents." This was untrue and intended to mislead. Still, the Glassburns continued to make payments on the modification it had already agreed to with Wells Fargo and Wells Fargo continued to accept the payments.

36. In August of 2010, Wells Fargo again attempted to negate the existing modification by claiming that the Glassburns' problems were only a temporary hardship. This was untrue and intended to mislead. Still, the Glassburns continued to make payments on the modification it had already agreed to with Wells Fargo and Wells Fargo continued to accept the payments.
37. In September of 2010, Wells Fargo for the third time attempted to negate the existing modification by claiming that Anne Glassburn, the borrower, had too much cash reserves. This was untrue and intended to mislead. Still, the Glassburns continued to make payments on the modification it had already agreed to with Wells Fargo and Wells Fargo continued to accept the payments.
38. Plaintiff accepted these payments through October of 2010. Then, without cause or reason, Wells Fargo returned and refused to accept the Glassburns properly tendered payment.
39. Plaintiff, through counsel, filed suit and served the same on or about December 10, 2010, in the middle of the Christmas holiday season.

FOR A NINETEENTH AND AFFIRMATIVE DEFENSE BY WAY OF A COUNTERCLAIM

BREACH OF CONTRACT

40. Defendants incorporate by reference paragraphs 32 through 39 as if stated hereinafter verbatim.
41. The modification described herein was a valid contract between the parties, amending and modifying other terms of the Note and Mortgage. Defendants were ready, willing, and able to perform under the modified Note and Mortgage. Plaintiff failed and refused to accept payments even after being tendered and it has breached the agreement.

42. As a direct and proximate result of the plaintiff's breach of contract, defendants have been injured and suffered damages. Defendants are entitled to a judgment against the plaintiff for the full amount of all consequential damages suffered.

FOR A TWENTIETH AND AFFIRMATIVE DEFENSE BY WAY OF A COUNTERCLAIM

BREACH OF CONTRACT ACCOMPANIED BY A FRAUDULENT ACT

43. Defendants incorporate by reference paragraphs 32 through 38 as if stated hereinafter verbatim.
44. Plaintiff, through its servicer and agent, modified the subject loan and mortgage and the same became a contract.
45. Plaintiff breached the contract by failing to accept payments when tendered by the defendants.
46. Plaintiff fraudulently intended to breach the contract and not merely to its making; and the fraudulent act accompanied the breach, by, among other things, making false pretenses for the breach and refusing payment under the modification.
47. As a direct and proximate result of plaintiff's breach of contract accompanied by a fraudulent act, the defendants have been injured and suffered damages. Defendants are entitled to a judgment against the plaintiff for actual damages, in an amount to a determined by a jury of their peers, and punitive damages in sufficient amount to deter such similar conduct in the future.

48. DEFENDANTS PRAY FOR A TRIAL BY JURY.

WHEREFORE the defendants pray for the relief requested herein, for dismissal of the plaintiff's complaint with prejudice, for judgment in their favor, for actual damages, for punitive damages, attorneys fees, prejudgment interest, and such other relief as may be just, prudent, and proper.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-10-10122

US Bank National Association, as Trustee
for the holders of Bear Stearns ARM Trust
Mortgage Pass-Through Certificate
Series 2005-4,

Plaintiff,

versus

Anne B. Glassburn, Donivon D. Glassburn,
The Bank of New York Mellon f/k/a The
Bank of New York Indenture Trustee on
behalf of the Note Holders, CWHEQ
Revolving Home Equity Loan Trust Series
2007-A Trust, Tidelands Bank, Atlantic
Bank and Trust;

Defendants.

**GLASSBURN DEFENDANTS
MOTION TO RECONSIDER**

FILED
2014 JUN 18 PM 1:47
JULIE J. ARMSIRONG
CLERK OF COURT
BY _____

TO: CHARLIE GWYNN, ESQ., ATTORNEY FOR THE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that defendants Anne B. Glassburn and Donivon D. Glassburn will move, in ten (10) days at the Charleston County Courthouse, or at such other time and place as the court deems proper, for an order pursuant to SCRCP Rule 59, requesting the court reconsider its June 4, 2014, order. Defendants received written notice of the entry of the order on or about June 10, 2014.¹ The defendants respectfully request the court alter its order on the following grounds:

- In lifting the automatic stay for foreclosures of primary residential homes;
- In finding that Wells Fargo, as loan servicer for the plaintiff, acted in good faith in reviewing the defendants request for foreclosure intervention;
- In applying the business judgment rule to the analysis of whether the plaintiff reviewed the defendants' foreclosure intervention application in good faith. The Supreme Court's orders require the application of HAMP and other federal program guidelines, not the judgment of the lenders or their servicers;
- In failing to find that Wells Fargo lacked good faith in refusing to provide its internal modification review guidelines and/or investor restrictions. Had the defendants had these materials, Donivon Glassburn could have designated a random dollar amount of his income to be

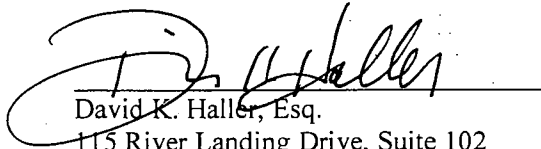
¹ Defendants are informed and believe that a formally written order may be forthcoming.

used as a contribution to Anne Glassburn's income. The amount of income Wells Fargo verified in its underwriting analysis for Donivon Glassburn showed sufficient and qualifying contribution from him which would have resulted in an approved modification;

- In failing to find that Wells Fargo's conduct lacked good faith in failing to produce any evidence that it had requested a waiver of investor restrictions and/or received a decision from the investors to waive said restrictions;
- In refusing the compel production of withheld documents (and referenced herein and requested in Defendants' Motion for Sanctions);
- In failing to sanction Wells Fargo for refusing to participate in good faith in discovery;
- In determining, with no basis in law or record, that interest-only loans are rarely if ever modified;
- In refusing to review of a good faith review the 2009/2010 modification by Wells Fargo. It was undisputed that the Glassburns were approved for and successfully maintained a modification for 11 months, that Wells Fargo unilaterally terminated without cause;
- In denying the defendants' motion to amend to allow a jury to determine if the 2009/2010 modification was a contract, had been breached by the plaintiff, and said breach was a prior breach of the contract that resulted in the instant action;
- In refusing the defendants' request for a jury trial.

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

HALLER LAW FIRM, P.C.



David K. Haller, Esq.

115 River Landing Drive, Suite 102

Charleston, SC 29492

843-849-1384

dhaller@hallerlawfirm.com

Attorney for the Defendants

This 16th day of June, 2013

Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
US Bank,)
)
Plaintiff,)
)
Versus)
)
Glassburn, et al.,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-10-10122

GLASSBURN DEFENDANTS' MOTION
TO COMPEL AND FOR SANCTIONS

2014 FEB 25 PM 1:35
JULIE J. ARMSTRONG
CLERK OF COURT

To: Charlie Gwynne, Esq., attorney for the Plaintiff

YOU WILL PLEASE TAKE NOTICE that defendants Anne and Donivon Glassburn will move before the Honorable Mikell Scarborough on Friday, February 28, 2014, or at such other time and place as the court deems proper, for an order pursuant to SCRCR Rule 26 compelling answers to Interrogatories, Requests for Production, and Requests for Admission served on the plaintiff on January 15, 2014. Plaintiff has failed and refused to respond to the propounded Interrogatories and Requests for Production. Plaintiff responded to the Requests for Admission with inadequate and inaccurate answers. Defendants pray the court order the plaintiff to answer the discovery fully and completely and without delay.

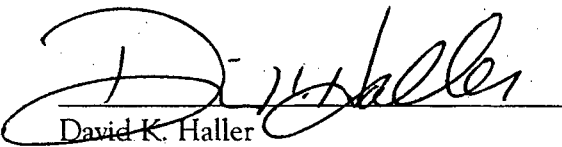
Defendants require the propounded information for the hearing scheduled for February 28, 2014 to review the denial the plaintiff's denial of foreclosure intervention to the defendants. Defendants are informed and believe the plaintiff has intentionally refused to respond to the information in order to avoid providing information to the defendants illustrating the plaintiff's deficiencies.

Defendants have complied with their Rule 11 obligation by providing the plaintiff a revised scheduling order to provide additional time to answer the discovery. Defendants are informed and believe the plaintiff will not allow its counsel to execute the order.

Because the plaintiff's conduct is intentional, defendants pray for an award of attorneys fees and costs.

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

HALLER LAW FIRM, P.C.

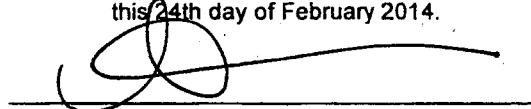


David K. Haller
115 River Landing Drive, Suite 102
Charleston, SC 29492
(843) 849-1384
(843) 853-9377 FACSIMILE

24th day of February, 2014
Charleston, South Carolina

Certificate of Service

The undersigned hereby certifies that a true copy of the foregoing pleading has been served upon opposing counsel by mailing a copy properly addressed with sufficient postage affixed thereto this 24th day of February 2014.



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-10-10122

U.S. Bank, National Association, et al.,

Plaintiff,

versus

Glassburn, et al.,

Defendants.

MOTION TO COMPEL

FILED
2014 APR 21 PM 2:45
JULIE J. ARNSTRONG
CLERK OF COURT
BY _____

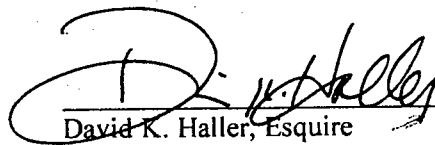
TO: PLAINTIFF AND ITS COUNSEL

YOU WILL PLEASE TAKE NOTICE that the plaintiffs will move, in ten (10) days at the Charleston County Courthouse, or at such other time and place as the court deems proper, for an order pursuant to SCRPC Rules 26 compelling plaintiff to fully answer the defendant's interrogatories and requests for production. Plaintiff's responses to discovery, dated March 28, 2014, and attached hereto, are wholly incomplete. As a result of plaintiff's refusal to participate in discovery in a meaningful way, defendants are unable to prepare for trial and other proceedings in this matter.

Defendants affirm their counsel has complied with their SCRPC Rule 11 obligations and that further consultation with plaintiff's counsel would serve no useful purpose.

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

HALLER LAW FIRM, P.C.



David K. Haller, Esquire
115 River Landing Drive, Suite 102
Charleston, SC 29492
Tele: (843) 849-1384
dhaller@hallerlawfirm.com
ATTORNEY FOR DEFENDANTS

16th day of April, 2014
Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for
the holders of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series
2005-4,

Plaintiff,

v.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home
Equity Loan Trust Series 2007-A Trust;
Tidelands Bank; Atlantic Bank and Trust,

Defendant(s)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

**PLAINTIFF'S ANSWERS TO
DEFENDANTS ANNE B. GLASSBURN
AND DONIVON D. GLASSBURN'S
SECOND INTERROGATORIES**

(511784.17316 CSG)

**TO: AMANDA REECE, ESQUIRE AND DAVID K. HALLER, ESQUIRE,
ATTORNEYS FOR DEFENDANTS ANNE B. GLASSBURN AND DONIVON D.
GLASSBURN:**

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, US Bank National Association, as Trustee for the holders of Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-4, ("Plaintiff"), by and through its undersigned counsel, submits the following Answers to the Interrogatories of Defendants Anne B. Glassburn and Donivon D. Glassburn ("Defendants").

GENERAL OBJECTIONS

1. Plaintiff objects to the Interrogatories to the extent they call for Answers that would disclose privileged information including information protected by the attorney-client privilege, attorney work produced doctrine, confidential business information or trade secrets or any other applicable privileges.

2. Plaintiff objects to the Interrogatories to the extent they request information, documents, things, facts, opinions or any other matter prepared in anticipation of litigation or for trial including such trial preparation materials relating to expert witnesses, which is outside the scope of discovery permitted by Rule 26(b), SCRPC.

3. Plaintiff objects to the Interrogatories to the extent they seek to require Answers, information, indication of documents or persons or things, or to impose any obligations beyond what is permitted by the applicable South Carolina Rules of Civil Procedure.

4. Plaintiff reserves the right to supplement its Answers to Defendant's Interrogatories as additional information or documents become known.

Subject to the above General Objections, Plaintiff answers the Interrogatories of the Defendant as follows:

INTERROGATORIES

1. Provide the name, address, phone number and employee identification number of every single point of contact, underwriter and other individuals who processed, underwrote or otherwise reviewed Defendants' application(s) for modification for modification from the time of the initial application through the final denial in May of 2013 and subsequent inquiries.

ANSWER: Plaintiff objects to this Interrogatory to the extent that it seeks the contact information of Plaintiff's employees. All contact with Plaintiff's personnel must be coordinated through counsel. Plaintiff's knowledge of the information contained herein is based upon review of the business records regarding this mortgage loan. As part of Wells Fargo's policies, during the regular course of business, representatives are required to accurately record all events regarding each loan. These business records are thereafter maintained by Wells Fargo Bank, N.A. in a manner so as to ensure their accuracy. Plaintiff further objects to this Interrogatory as

this interrogatory is overly broad and unduly burdensome and is not designed or calculated to lead to the discovery of admissible evidence as this request could encompass hundreds of persons. If Defendants seek to question Plaintiff about any topics or documents related to this case please provide a proper 30(b)(6) deposition notice and Plaintiff shall designate the appropriate witness based on the topics contained in the notice. Subject to these objections, please see the enclosed CD, which includes documents bates labeled PLF_000001 to PLF_002504 for documents that may be responsive to this request. Plaintiff reserves the right to supplement its answer to this Interrogatory at a later date.

2. At what interest rate was the trial payment plan calculated?

ANSWER: Plaintiff objects to this Interrogatory on the grounds that it is irrelevant to the issues in the case and unduly burdensome. Subject to this objection, and assuming the Defendants are referring to the Home Affordable Modification Program Loan Trial Period executed by Defendant Anne Glassburn on October 29, 2009, Plaintiff admits the trial payment plan offer was based on the verbal responses by the borrower to questions related to her income and expenses and final terms of a potential modification are not calculated at the trial plan approval stage. Final terms of any potential modification offer are not determined until the borrower returns requested financial documents and after a review of the loan by an underwriter and investor approval.

3. Over what amortization term was the trial modification calculated?

ANSWER: Please see Plaintiff's answer to Interrogatory number 2 above.

4. What percentage of a principal balance deferment was used to calculate the trial payment?

ANSWER: Please see Plaintiff's answer to Interrogatory number 2 above.

5. What monthly income figure was verified by Plaintiff and used in approving the trial modification payment of \$2,170.00?

ANSWER: The trial payment plan offer was based on the verbal responses by the borrower to questions related to her income and expenses and final verification of income would not occur until the borrower returned requested financial documents. Please see the enclosed CD, which includes documents bates labeled PLF_000001 to PLF_002504 for documents that may be responsive to this request, specifically please see the collection notes dated September 16, 2009 and September 17, 2009 at PLF_002346 to PLF_002349 in which the income of the borrower is stated to be \$12,664.38 and \$7,700.00. Plaintiff reserves the right to supplement its answer to this Interrogatory at a later date.

6. State the date at which the Plaintiff imposed the restriction disallowing the reduction of the interest rate below that of the Defendants' note rate.

ANSWER: Plaintiff objects to this Interrogatory on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Specifically, Defendant has failed to specify a specific event, date or time in which Plaintiff imposed the stated restriction.

7. State the date on which the Plaintiff's agent servicer began applying the interest rate restriction imposed by the Plaintiff to the evaluations of the modification.

ANSWER: Please see Plaintiff's answer to Interrogatory number 6 above.

8. State the date on which the Plaintiff's agent servicer requested a waiver of the interest rate restriction.

ANSWER: Please see Plaintiff's answer to Interrogatory number 6 above.

9. State the date and on which the Plaintiff denied that waiver and any stated reason.

ANSWER: Please see Plaintiff's answer to Interrogatory number 6 above.

10. Using the existent restrictions imposed at the time of each denial evaluation, was there any way to reduce the payment in light of these restriction regardless of the Defendants' qualification?

ANSWER: Plaintiff objects to this Interrogatory on the grounds that it is confusing as written and that the requested information is overly broad, unduly burdensome and irrelevant to the issues in this case. Subject to this objection, please see the enclosed CD, which includes documents bates labeled PLF_000001 to PLF_002504 for documents that may be responsive to this request. Plaintiff reserves the right to supplement its answer to this Interrogatory at a later date. Plaintiff can provide a specific response to this interrogatory if Defendant provides a specific event they seek information about, including date or time.

11. Was the approval of the trial payment plan made in accordance with the internal policies and procedures of the agent servicer's relative to HAMP guidelines?

ANSWER: Plaintiff objects to this Interrogatory on the grounds that it is irrelevant to the issues in the case and unduly burdensome. Subject to this objection, and assuming the Defendants are referring to the Home Affordable Modification Program Loan Trial Period executed by Defendant Anne Glassburn on October 29, 2009, Wells Fargo complied with the HAMP guidelines in effect at that time.

12. State the nature and effective date(s) of Plaintiff's restriction to HAMP guidelines as to principal forbearances.

ANSWER: Please see Plaintiff's answer to Interrogatory number 10 above.

13. On what date(s) did the agent servicer request a waiver of any imposed restrictions to these principal forbearances?

ANSWER: Please see Plaintiff's answer to Interrogatory number 6 and 10 above.

14. In which of the denials was Defendants' application(s) evaluated for the Plaintiff's agent servicer's proprietary modification product?

ANSWER: Please see Plaintiff's answer to Interrogatory number 10 above.

15. What restrictions did the Plaintiff place on the servicer's evaluations of Defendants' modification application(s) for the servicer's proprietary product?

ANSWER: Please see Plaintiff's answer to Interrogatory number 6 and 10 above.

16. On what basis did the Plaintiff determine that Defendants' hardship was only temporary pursuant to the August 2010 denial?

ANSWER: Defendant informed Wells Fargo that their income would increase due to returning to work.

17. When was the Plaintiff's policy of refusing assistance to the borrower's unless they were in default implemented and when was it eliminated?

ANSWER: Plaintiff objects to this Interrogatory on the grounds that the requested information is overly broad, unduly burdensome and irrelevant to the issues in this case. Subject to this objection, Plaintiff is unaware of such policy as stated in this Interrogatory.

Plaintiff shall supplement the foregoing Answers as required by Rule 33 of the South Carolina Rules of Civil Procedure.



Charles S. Gwynne Jr. (SC Bar # 73844)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive – Suite 109 (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
ATTORNEYS FOR PLAINTIFF
Rogers Townsend & Thomas, PC and its staff are debt collectors

March 28, 2014

CERTIFICATE OF SERVICE BY MAIL
Civil Action # 10-CP-10-10122

I, the undersigned attorney, for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have caused to be served a copy of the foregoing documents upon the below counsel of record and parties by U.S. Mail, postage prepaid, on March 28, 2014, at the following address(es):

Document(s) Served:

Plaintiff's Answers to Defendants Anne B. Glassburn and Donivon D. Glassburn's Second Interrogatories

Counsel Served:

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

Amanda Reece, Esquire
Reece Law Firm, LLC
871 Low Country Blvd., Suite 200
Mount Pleasant, SC 29464

Samuel H. Altman, Esquire
Derfner, Altman & Wilborn, LLC
P.O. Box 600
Charleston, SC 29402



Charles S. Gwynne Jr. (SC Bar # 73844)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for
the holders of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series
2005-4,

Plaintiff,

v.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home
Equity Loan Trust Series 2007-A Trust;
Tidelands Bank; Atlantic Bank and Trust;

Defendant(s)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

**PLAINTIFF'S ANSWERS TO
DEFENDANTS ANNE B. GLASSBURN
AND DONIVON D. GLASSBURN'S
THIRD INTERROGATORIES**

(511784.17316 CSG)

**TO: AMANDA REECE, ESQUIRE AND DAVID K. HALLER, ESQUIRE,
ATTORNEYS FOR DEFENDANTS ANNE B. GLASSBURN AND DONIVON D.
GLASSBURN:**

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, US Bank National Association, as Trustee for the holders of Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-4, ("Plaintiff"), by and through its undersigned counsel, submits the following Answers to the Interrogatories of Defendants Anne B. Glassburn and Donivon D. Glassburn ("Defendants").

GENERAL OBJECTIONS

1. Plaintiff objects to the Interrogatories to the extent they call for Answers that would disclose privileged information including information protected by the attorney-client privilege, attorney work produced doctrine, confidential business information or trade secrets or any other applicable privileges.

2. Plaintiff objects to the Interrogatories to the extent they request information, documents, things, facts, opinions or any other matter prepared in anticipation of litigation or for trial including such trial preparation materials relating to expert witnesses, which is outside the scope of discovery permitted by Rule 26(b), SCRPC.

3. Plaintiff objects to the Interrogatories to the extent they seek to require Answers, information, indication of documents or persons or things, or to impose any obligations beyond what is permitted by the applicable South Carolina Rules of Civil Procedure.

4. Plaintiff reserves the right to supplement its Answers to Defendant's Interrogatories as additional information or documents become known.

Subject to the above General Objections, Plaintiff answers the Interrogatories of the Defendant as follows:

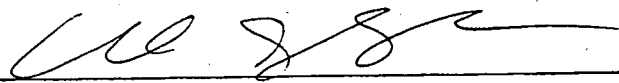
INTERROGATORIES

1. Provide the name, address, and title of each and every employee or agent of the plaintiff who assisted in answering the Defendants Interrogatories, Requests for Production, and Requests for Admission propounded on the plaintiff on January 15, 2014. The address provided should be sufficient to perfect service of a subpoena on said employee or agent.

ANSWER: Plaintiff objects to this Interrogatory to the extent that it seeks the contact information of Plaintiff's employees. All contact with Plaintiff's personnel must be coordinated through counsel. Plaintiff's knowledge of the information contained herein is based upon review of the business records regarding this mortgage loan. As part of Wells Fargo's policies, during the regular course of business, representatives are required to accurately record all events regarding each loan. These business records are thereafter maintained by Wells Fargo Bank, N.A. in a manner so as to ensure their accuracy. Plaintiff

further objects to this Interrogatory as this interrogatory is overly broad and unduly burdensome and is not designed or calculated to lead to the discovery of admissible evidence. If Defendants seek to question Plaintiff about any topics or documents related to this case please provide a proper 30(b)(6) deposition notice and Plaintiff shall designate the appropriate witness based on the topics contained in the notice.

Plaintiff shall supplement the foregoing Answers as required by Rule 33 of the South Carolina Rules of Civil Procedure.



Charles S. Gwynne Jr. (SC Bar # 73844)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive – Suite 109 (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
ATTORNEYS FOR PLAINTIFF
Rogers Townsend & Thomas, PC and its staff are debt collectors

March 28, 2014

CERTIFICATE OF SERVICE BY MAIL
Civil Action # 10-CP-10-10122

I, the undersigned attorney, for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have caused to be served a copy of the foregoing documents upon the below counsel of record and parties by U.S. Mail, postage prepaid, on March 28, 2014, at the following address(es):

Document(s) Served:

Plaintiff's Answers to Defendants Anne B. Glassburn and Donivon D. Glassburn's Third Interrogatories

Counsel Served:

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

Amanda Reece, Esquire
Reece Law Firm, LLC
871 Low Country Blvd., Suite 200
Mount Pleasant, SC 29464

Samuel H. Altman, Esquire
Derfner, Altman & Wilborn. LLC
P.O. Box 600
Charleston, SC 29402


Charles S. Gwynne Jr. (SC Bar # 73844)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for
the holders of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series
2005-4,

Plaintiff,

v.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home
Equity Loan Trust Series 2007-A Trust;
Tidelands Bank; Atlantic Bank and Trust,

Defendant(s)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

**PLAINTIFF'S RESPONSES TO
DEFENDANTS ANNE B. GLASSBURN
AND DONIVON D. GLASSBURN'S
SECOND REQUESTS FOR
PRODUCTION**

(511784.17316 CSG)

**TO: AMANDA REECE, ESQUIRE AND DAVID K. HALLER, ESQUIRE,
ATTORNEYS FOR DEFENDANTS ANNE B. GLASSBURN AND DONIVON D.
GLASSBURN:**

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, US Bank National Association, as Trustee for the holders of Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-4, ("Plaintiff"), by and through its undersigned counsel, submit the following Responses to the Requests for Production of Defendants Anne B. Glassburn and Donivon D. Glassburn ("Defendants").

GENERAL OBJECTIONS

1. Plaintiff objects to the Defendant's Production Request to the extent they call for Responses that would disclose privileged information, including information protected by the attorney-client privilege, attorney work product doctrine, confidential business information or trade secret privileges or any other applicable privileges.

2. Plaintiff objects to the Defendant's Production Requests to the extent they request information, documents, things, facts, opinions or any other matter prepared in anticipation of litigation or for trial including such trial preparation materials relating to expert witnesses, which are outside the scope of discovery permitted by Rule 26(b), SCRCP.

3. Plaintiff objects to the Defendant's Production Request to the extent they seek to require Responses, information, indication of documents or persons or things, or to impose any obligations beyond what is permitted by the applicable South Carolina Rules of Civil Procedure.

4. Plaintiff reserves the right to supplement its Responses to Defendant's Production Requests as additional information or documents become known.

Subject to the above General Objections, Plaintiff responds to the Production Requests of the Defendant as follows:

REQUESTS TO PRODUCE

1. Produce documents reflecting amendments, codicils, or addendums to the Pooling and Servicing Agreement which identify Plaintiff's restrictions to HAMP guidelines.

RESPONSE: Plaintiff objects to this Request on the grounds that the requested information is overly broad, unduly burdensome and irrelevant to the issues in this case. Subject to this objection, Plaintiff states it complies with HAMP guidelines. Additionally, please see the enclosed CD, which includes documents bates labeled PL-000001 to PL-002504 for documents that may be responsive to this request, specifically please see the Pooling and Servicing Agreement at bates label PL-002355 to PL-002470. Plaintiff reserves the right to supplement its answer to this Request at a later date.

2. Produce documents reflecting the Plaintiff's agent servicer requests to Plaintiff or exception to said restrictions.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Specifically, Defendant has failed to specify a specific event, date or time in which Plaintiff imposed the stated restriction.

3. Produce documentation of Plaintiff's responses to the agent servicer's requests for waivers of imposed HAMP restrictions.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Specifically, Defendant has failed to specify a specific event, date or time in which Plaintiff imposed the stated restriction.

4. Relative to relating to the investigation, processing of the modification application at issue in the plaintiff's complaint, produce all of Plaintiff's and it's agent servicer's internal Non-GSE HAMP guidelines and proprietary product guidelines including policy and procedure manuals, memoranda or directives, standard operating procedures, training manuals or materials or videos, presentations, employee manuals, handbooks or brochures and supplements and updates thereto used or prepared by or on behalf of the plaintiff existing at the time of the decision of approval of the Defendant's trial plan and each subsequent denial of the permanent modification.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Subject to this objection, please see the enclosed CD, which includes documents bates labeled PL-000001 to PL-002504

for documents that may be responsive to this request. Plaintiff reserves the right to supplement its answer to this Request at a later date. Plaintiff can provide a specific response to this interrogatory if Defendant provides a specific event they seek information about, including date or time.

5. Produce all packages as underwritten in their entirety for the trial payment plan and each subsequent denial of Defendant's application for modification including underwriters' notes and analyses prepared in the decisions.

RESPONSE: Please see Plaintiff's answer to Request number 4 above.

6. Produce documents reflecting notes prepared by the individuals who provided summaries of denials and appeals to the Defendant after the Defendants made additional inquiries for explanation.

RESPONSE: Please see Plaintiff's answer to Request number 4 above. Additionally, Plaintiff is unsure what information Defendant is seeking.

7. Produce documents supporting Plaintiff's definition "temporary hardship" applied in any denial of Defendant's modification application(s).

RESPONSE: Defendant informed Wells Fargo that their income would increase due to returning to work. Please see the enclosed CD, which includes documents bates labeled PL-000001 to PL-002504 for documents that may be responsive to this request, specifically please see the collection note dated August 31, 2010 at bates labeled PL-002335. Plaintiff reserves the right to supplement its answer to this Request at a later date.

8. Produce documents reflecting Plaintiff's definition of "long term hardship" applied in any denial of Defendant's modification application.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Specifically, Defendant has failed to specify a specific event, date or time in which Plaintiff imposed the stated definition.

9. Produce documents reflecting all valuations of the real property subject of Plaintiff's complaint from the date of Defendants' default to present.

RESPONSE: Plaintiff objects to this Request on the grounds that the requested information is overly broad, unduly burdensome and irrelevant to the issues in this case. Subject to this objection, please see the enclosed CD, which includes documents bates labeled PL-000001 to PL-002504 for documents that may be responsive to this request, specifically please see documents bates labeled PL-002471 to PL-002504. Plaintiff reserves the right to supplement its answer to this Request at a later date.

10. Produce detailed breakdown of capitalization on the dates of analysis of the approval of the trial modification and each subsequent denial.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Subject to this objection, and assuming the Defendants are referring to the Home Affordable Modification Program Loan Trial Period executed by Defendant Anne Glassburn on October 29, 2009, Plaintiff admits the

trial payment plan offer was based on the verbal responses by the borrower to questions related to her income and expenses and final terms of a potential modification are not calculated at the trial plan approval stage. Final terms of any potential modification offer are not determined until the borrower returns requested financial documents and after a review of the loan by an underwriter and investor approval. Additionally, Plaintiff can provide a specific response to this Request if Defendant provides a specific event they seek information about, including date or time.

11. Produce PMMS rate applied in any HAMP Tier 2 evaluation decisions relevant to Defendants' application(s) for modification.

RESPONSE: Please see Plaintiff's answer to Request number 4 above.

12. Produce any percentage of risk adjustments to said PMMS index.

RESPONSE: Please see Plaintiff's answer to Request number 4 above.

13. Produce all letters directed to Defendants specifically related to the approval of the trial payment plan, all subsequent denials, and appeals of the modification application(s).

RESPONSE: Please see Plaintiff's answer to Request number 4 above.

14. Produce the initial application package submitted by Defendant to Plaintiff.

RESPONSE: Please see Plaintiff's answer to Request number 4 above.

15. Produce all communications and correspondences containing requests for documentation from the Defendant between the date of the initial application through June of 2010.

RESPONSE: Please see Plaintiff's answer to Request number 4 above.

16. Make available for review the original trial modification at issue in this complaint.

RESPONSE: Plaintiff objects to this Request on the grounds that the requested information is overly broad, unduly burdensome and irrelevant to the issues in this case.

Plaintiff shall supplement the foregoing Responses as required by Rule 34 of the South Carolina Rules of Civil Procedure.


Charles S. Gwynne Jr. (SC Bar # 73844)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive – Suite 109 (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
ATTORNEYS FOR PLAINTIFF
Rogers Townsend & Thomas, PC and its staff are debt collectors

March 28, 2014

CERTIFICATE OF SERVICE BY MAIL
Civil Action # 10-CP-10-10122

I, the undersigned attorney, for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have caused to be served a copy of the foregoing documents upon the below counsel of record and parties by U.S. Mail, postage prepaid, on March 28, 2014, at the following address(es):

Document(s) Served:

Plaintiff's Responses to Defendants Anne B. Glassburn and Donivon D. Glassburn's Second Requests for Production

Counsel Served:

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

Amanda Reece, Esquire
Reece Law Firm, LLC
871 Low Country Blvd., Suite 200
Mount Pleasant, SC 29464

Samuel H. Altman, Esquire
Derfner, Altman & Wilborn. LLC
P.O. Box 600
Charleston, SC 29402


Charles S. Gwynne Jr. (SC Bar # 73844)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for
the holders of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series
2005-4,

Plaintiff,

v.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home
Equity Loan Trust Series 2007-A Trust;
Tidelands Bank; Atlantic Bank and Trust,

Defendant(s)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

**PLAINTIFF'S RESPONSES TO
DEFENDANTS ANNE B. GLASSBURN
AND DONIVON D. GLASSBURN'S
FIRST SET OF REQUESTS FOR
ADMISSIONS**

(511784.17316 CSG)

**TO: AMANDA REECE, ESQUIRE AND DAVID K. HALLER, ESQUIRE,
ATTORNEYS FOR DEFENDANTS ANNE B. GLASSBURN AND DONIVON D.
GLASSBURN:**

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, US Bank National Association, as Trustee for the holders of Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-4 ("Plaintiff"), by and through its undersigned counsel, submit the following Responses to the First Requests for Admissions of Defendants Anne B. Glassburn and Donivon D. Glassburn ("Defendants").

REQUEST TO ADMIT

1. Admit that the Plaintiff required a default under the Defendants' note for the loan to be considered for a modification.

RESPONSE: Denied.

2. Admit that the Plaintiff, by and through its servicing agent, followed HAMP Tier 1 guidelines applicable to Defendants' non-GSE loan by reducing the initial interest rate to 2% as a step to achieve the targeted PITIA to 31% of Defendant's gross monthly income when approving Defendants' trial payment plan.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Specifically, Defendants have failed to specify a specific date or time. Additionally, Defendants have failed to identify the specific HAMP guidelines they are referencing to in this Request to Admit. Subject to this objection; and assuming the Defendants are referring to the Home Affordable Modification Program Loan Trial Period executed by Defendant Anne Glassburn on October 29, 2009, Plaintiff admits the trial payment plan offer was based on the verbal responses by the borrower to questions related to her income and expenses and final terms of a potential modification are not calculated at the trial plan approval stage. Final terms of any potential modification offer are not determined until the borrower returns requested financial documents and after a review of the loan by an underwriter and investor approval.

3. Admit that the servicer applied HAMP Tier 1 guidelines at the time of Defendants' trial payment approval by amortizing the capitalized loan balance to over 480 months.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Specifically, Defendants have failed to specify a specific date or time. Additionally, Defendants have failed to identify the specific HAMP guidelines they are referencing to in this Request to Admit. Subject to this

objection, and assuming the Defendants are referring to the Home Affordable Modification Program Loan Trial Period executed by Defendant Anne Glassburn on October 29, 2009, Plaintiff admits the trial payment plan offer was based on the verbal responses by the borrower to questions related to her income and expenses and final terms of a potential modification are not calculated at the trial plan approval stage. Final terms of any potential modification offer are not determined until the borrower returns requested financial documents and after a review of the loan by an underwriter and investor approval.

4. Admit that the Plaintiff applied HAMP Tier 1 guidelines when approving the Defendant's trial payment plan by forbearing principal.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Specifically, Defendants have failed to specify a specific date or time. Additionally, Defendants have failed to identify the specific HAMP guidelines they are referencing to in this Request to Admit. Subject to this objection, and assuming the Defendants are referring to the Home Affordable Modification Program Loan Trial Period executed by Defendant Anne Glassburn on October 29, 2009, Plaintiff admits the trial payment plan offer was based on the verbal responses by the borrower to questions related to her income and expenses and final terms of a potential modification are not calculated at the trial plan approval stage. Final terms of any potential modification offer are not determined until the borrower returns requested financial documents and after a review of the loan by an underwriter and investor approval.

5. Admit that the Glassburn modification was never denied as a results of a Net Present Value Test Negative determination.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Specifically, Defendants have failed to specify a specific date or time. Additionally, Defendants have failed to identify the specific HAMP guidelines they are referencing to in this Request to Admit. Subject to this objection, and assuming the Defendants are referring to the Home Affordable Modification Program Loan Trial Period executed by Defendant Anne Glassburn on October, 29, 2009, Plaintiff admits that Defendants were denied for a permanent modification due to not returning requested documents, specifically Defendants failed to return tax return documents and supporting documents related to rental income. Subject to this objection, and assuming the Defendants are referring to the Home Affordable Modification Program loan modification review that took place in 2013, Plaintiff admits that Defendants were denied for a permanent modification due to Wells Fargo being unable to adjust the terms of the loan to achieve an affordable payment reflective of 31% of the borrower's gross income under Tier I review and denied because Wells Fargo was unable to reduce the borrower's principal and interest payment by at least 10% under Tier II review.

6. Admit that Plaintiff's restrictions to HAMP guidelines applied in the denial of May, 2013 were not applied when approving the Defendants' for a trial payment in 2009.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Additionally, Plaintiff objects to this Request to Admit on the grounds that the Request is not a statement or opinion of

fact or seeking the application of law to fact. Subject to this Objection, Plaintiff admits the 2009 HAMP review did not reach the step of applying HAMP guidelines because the 2009 denial was due to Defendants not returning all requested documents, specifically Defendants failed to return tax return documents and supporting documents related to rental income.

7. Admit that Plaintiff applied HAMP guidelines without regard to any of its own restrictions to said guidelines existing at the time of the approval for the trial payment plan.

RESPONSE: Denied as stated.

8. Admit that the Defendant tendered all payments under the 11/01/2009 accepted trial plan payment of \$2,170.00 monthly until the Plaintiff refused payment by returning a payment to Defendants with an accompanying letter dated 12/03/2010.

RESPONSE: Plaintiff admits Defendant made the three trial plan payments called for under the Home Affordable Modification Program Loan Trial Period executed by Defendant Anne Glassburn on October, 29, 2009. Plaintiff is unable to admit or deny the remaining parts of this Request to Admit after making a reasonable inquiry and the information known or readily obtainable is insufficient to admit or deny this Request. Specifically, Defendants have failed to attach a copy of the referenced letter or otherwise furnished or identify the letter.

9. Admit that on or about June 9th 2010, the Defendant was denied a modification for excessive cash reserves.

RESPONSE: Denied as stated. Plaintiff admits Defendant was denied for a loan modification on or about June 9, 2010 due to Defendants not returning all requested documents.

10. Admit that the finding that the Defendant had excessive cash reserves was a discretionary determination made by Plaintiff as the investor.

RESPONSE: Denied as stated. Plaintiff admits Defendant was denied a loan modification on or about June 9, 2010 due to Defendants not returning all requested documents.

11. Admit that on or about August 27th of 2010 the Defendant was denied due to a determination that their hardship was only "temporary".

RESPONSE: Admitted.

12. Admit that the determination of the hardship as temporary was at the discretionary judgment of the Plaintiff per its own policies and procedures.

RESPONSE: Denied. Plaintiff admits the Defendant informed Wells Fargo that their income would increase due to returning to work.

13. Admit that on or about September 13th, 2010 the modification was denied due to a determination that due to the verified income of \$6786.27 and the monthly expenses of \$6,394.89 rendered that the servicer was unable to achieve a modified monthly payment in an affordable amount.

RESPONSE: Admitted. Due to the amount due on the loan, Wells Fargo could not reach an affordable payment for the Defendant without going outside the investor guidelines.

14. Admit that the September 13th, 2010 denial was not based upon HAMP guidelines.

RESPONSE: Denied.

15. Admit that the HAMP Tier 1 guidelines for non-GSE at the time the Defendants' trial modification acceptance and through the final denial of May, 2013 at all times prior to, applied a targeted PITIA payment ration of 31% of gross income and only factored in the PITIA plus expenses to require credit counseling if that ratio exceeded a certain threshold.

RESPONSE: Admitted. Wells Fargo abides by the HAMP guidelines when reviewing loans for modification.

16. Admit that on or about May 16, 2013 the Defendants' modification was denied with the stated reasoning that an affordable payment could not be created.

RESPONSE: Admitted.

17. Admit that the Plaintiff applied a restriction to HAMP waterfall guidelines at the time of the May 2013 denial that the interest rate could not be reduced below the original note rate of 5.25%.

RESPONSE: Denied as stated.

18. Admit that, their existed no income amount, whether higher or lower than the Plaintiff verified of Defendants, that could qualify for an approval under the Plaintiff's restrictions to HAMP Tier 1 at the time of the May, 2013.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Additionally, Defendants have failed to identify the specific HAMP guidelines they are referencing to in this Request to Admit. Subject to this objection, admitted as stated.

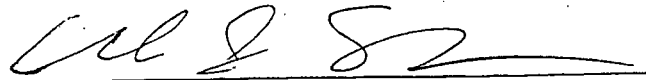
19. Admit that their existed no income amount, whether greater or less than the Plaintiff verified of Defendants, that could qualify for approval under Plaintiffs restrictions to HAMP Tier 2 at the time of the May, 2013 denial.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Additionally, Defendants have failed to identify the specific HAMP guidelines they are referencing to in this Request to Admit. Subject to this objection, admitted as stated.

20. Admit that the Plaintiff, upon its discretion, can grant exceptions to the HAMP restrictions as set forth in the applicable Pooling and Servicing Agreement.

RESPONSE: Plaintiff objects to this Request on the grounds that it is confusing as written, irrelevant to the issues in the case and unduly burdensome. Additionally, Defendants have failed to identify the specific HAMP guidelines they are referencing to in this Request to Admit. Subject to this objection, denied as stated.

(signature on following page)



Charles S. Gwynne Jr. (SC Bar # 73844)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive – Suite 109 (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
ATTORNEYS FOR PLAINTIFF
Rogers Townsend & Thomas, PC and its staff are debt collectors

March 28, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Case No.: 2010-CP-10-10122

US Bank National Association, as Trustee for)
The holders of Bear Stearns ARM Trust,)
Mortgage Pass-Through Certificates, Series)
2005-4,)

Plaintiff,)

versus)

Anne B. Glassburn; Donivon D. Glassburn;)
The Bank of New York Mellon f/k/a The)
Bank of New York Indenture Trustee on)
behalf of the Note Holders, CWEQ)
Revolving Home Equity Loan Trust Series)
2007-A Trust; Tidelands Bank; Atlantic Bank)
and Trust,)

Defendants.)

**GLASSBURN DEFENDANTS'
MOTION FOR NEW TRIAL
OR TO ALTER OR AMEND
JUDGMENT**

FILED
2015 FEB -2 PM 4:13
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

TO: THE PLAINTIFF AND ITS COUNSEL

YOU WILL PLEASE TAKE NOTICE THAT defendants Anne and Donivon Glassburn will move, in ten (10) days at the Charleston County Courthouse for an order pursuant to SCRCP Rule 59 granting the movants a new trial and/or altering and amending the court's January 22, 2015 Judgment of Foreclosure and Sale. The grounds for the motion are as follows:

1. In finding in paragraph 7 of the complaint that the note, mortgage and property at issue in this case are not eligible for HAMP modifications and the protections of Supreme Court Order 2009-05-20-01.
2. In finding in paragraph 8 of the complaint that the plaintiff had complied with Supreme Court Order 2011-05-02-01.
3. In finding in paragraph 14 of the complaint that "defense counsel argued that the alleged 2009 and 2010 statements of the Plaintiff's employee require the Plaintiff to modify the borrower's

loan because the Defendant's relief on those statements as the basis for their default." As stated below, these statements are the basis for the defendants' prior breach and unclean hands defenses, all elements of which were met.

4. In failing to hold that the mortgage loan subject of the action was not modified in 2010.

5. The court erred in not finding that the plaintiff's prior breach of the note and mortgage by inducing the defendants to stop making payments on the note and to pay savings to it in support of a modification did not bar any recovery by the plaintiff. No evidence was presented to contradict the testimony of Donivon Glassburn on this point and the conduct clearly amounts to plaintiff's prior breach of the contract.

6. In failing to hold acted with unclean hands and was, therefore, barred from recovery, by inducing the defendants to stop making payments on the note and to pay savings to it in support of a modification did not bar any recovery by the plaintiff. No evidence was presented to contradict the testimony of Donivon Glassburn on this point and the conduct clearly amounts to plaintiff's unclean hands barring recovery.

7. In failing to grant the defendants a continuance when a modification application was pending as required by federal law.

8. In failing generally to grant the plaintiff judgment in this matter on each and every ground set out in the court required proposed order attached as Exhibit A.

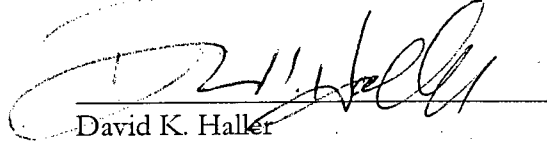
Prayer and Signature Block Follow Next Page

79

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

Respectfully Submitted,

Haller Law Firm, P.C.



David K. Haller

115 River Landing Drive, Suite 102

Charleston, South Carolina 2949

Office voice: 843-849-1384

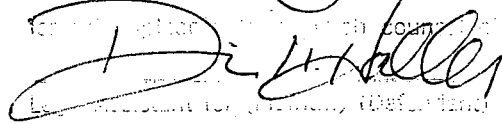
email: dhaller@hallerlawfirm.com

January 30, 2015

Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on 1/30/15 I caused to be
(mailed) (delivered) by hand a true copy of the
for the plaintiff in the above captioned case.


By David K. Haller (Defendant)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Case No.: 2010-CP-10-10122

US Bank National Association, as Trustee for)
The holders of Bear Stearns ARM Trust,)
Mortgage Pass-Through Certificates, Series)
2005-4,)

Plaintiff,)

versus)

Anne B. Glassburn; Donivon D. Glassburn;)
The Bank of New York Mellon f/k/a The)
Bank of New York Indenture Trustee on,)
behalf of the Note Holders, CWEQ)
Revolving Home Equity Loan Trust Series)
2007-A Trust; Tidelands Bank; Atlantic Bank)
and Trust,)

Defendants.)

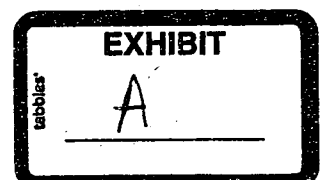
**JUDGMENT FOR DEFENDANTS
ANNE B. GLASSBURN AND
DONIVON D. GLASSBURN**

THIS MATTER was before the Court for a final hearing on December 2, 2014. Plaintiff U.S. Bank National Association brought this foreclosure action against Anne and Donivon Glassburn seeking to foreclose on the defendants' primary residence. The case was referred to this Court as Master-in-Equity for Charleston County by order dated February 1, 2011. All parties received notice of this hearing, though only the plaintiff and defendants Anne and Donivon Glassburn appeared. After hearing the testimony, judging the credibility of the witnesses and weighing the evidence before me, I find in favor of defendants Anne and Donivon Glassburn and order the relief provided herein.

PRE-TRIAL MATTERS

Defendants moved for a continuance on the grounds that a loan modification package had been submitted to Wells Fargo based on a change in the timing of the loan. The package was submitted November 26, 2014 because it would not have been timely prior to that date. Defendants

81



asserted that federal regulations prohibited Wells Fargo from proceeding with the foreclosure hearing in light of the new package. 12 C.F.R. 1024.41. The court denies the motion to continue on the basis that the regulation applies to the sale date and not this hearing.

Defendants had pending a timely motion to reconsider my order dated June 30, 2014 regarding the plaintiff's motion to lift the personal residence stay. The Court considered the motion in full and denied the same.

FINDINGS OF FACT

On March 4, 2005, Anne B. Glassburn executed a promissory note in favor of Wells Fargo Bank, N.A. in the amount of \$665,000.00.¹ The note was secured by a mortgage executed by Mrs. Glassburn and her husband, Donivon Glassburn, securing the debt with their primary residence, 46 Hopetown Road, Mount Pleasant, Charleston County, South Carolina. Although Mr. Glassburn did not borrow the money, he is a joint owner of the property with Mrs. Glassburn. Mr. Glassburn testified at the hearing that he represented his and his wife's interests in all discussions with Wells Fargo.²

Mr. Glassburn testified that he began to have cash flow issues in the fall of 2008. During this time, his father passed away and he helped his mother obtain a modification of her mortgage. Mr. Glassburn described that process, with Bank of America, as easy and straight forward and decided to attempt a modification of the instant mortgage with Wells Fargo. In or about February, March or April of 2009, Mr. Glassburn retained the services of Jon Zook to assist with the process. Both Mr. Glassburn and Mr. Zook called Wells Fargo and asked for information on how to obtain a loan modification. The Wells Fargo representative informed them that he was authorized on behalf

¹ Wells Fargo assigned the mortgage to the plaintiff on or about May 21, 2012.

² Mr. Glassburn testified in large part using a document he prepared from contemporaneous notes of the conversations he had with Wells Fargo. I found Mr. Glassburn's testimony to be very credible on his dealings with Wells Fargo. Wells Fargo offered no testimony to refute him.

of Wells Fargo to provide all information necessary to obtain a modification. However, because the Glassburns were not delinquent with their payments at the time, they could not be considered for a modification.

The Wells Fargo representative informed the Glassburns to stop making payments on their mortgage and go into default so they could obtain a loan modification. While the Glassburns did not want to stop making payments and were ready, willing, and able to continue to perform under the mortgage, Mr. Glassburn testified that he believed the invitation from the Wells Fargo representative to stop making payments to obtain a modification would be welcomed by Wells Fargo. Based on Wells Fargo's inducement, the Glassburns made their last payment in May of 2009.

Shortly after stopping payment, the Glassburns applied for a modification. In October of 2009, they made their first trial plan payment of \$2,170.00. The Glassburns made all payments in the trial plan. In fact, the business records admitted by Wells Fargo showed the Glassburns paid Wells Fargo \$2,170.00 each month for a year. The Glassburns continued to submit documents to Wells Fargo and maintained contact with Wells Fargo. They were continuously told that approval was imminent and to send fresh documents monthly. The Glassburns did so.

While making payments to Wells Fargo, the Glassburns were also saving cash to reinstate the loan if a modification was not approved. In April of 2010, Mr. Glassburn spoke with a Wells Fargo representation who informed him that the application was still in underwriting. However, it appeared to the representative that the cash reserve the Glassburns had saved would dilute the chance at a modification because it appeared they had too much money. Wells Fargo's representative told Mr. Glassburn to spend the money paying down other debt rather than keeping it on hand. Believing, based on the ongoing representations of Wells Fargo, that a modification was shortly coming, the Glassburns spent the money they had saved to reinstate the loan to pay down other debt and make themselves look more attractive for a Wells Fargo modification.

However, although the undisputed evidence in the record before me was that the Glassburns submitted all of the documentation required on time, followed all of the advice of Wells Fargo to obtain a modification, and made more than the trial modification payments required, in June of 2010, Wells Fargo sent the Glassburns a letter stating they were denied for a modification for failure to provide all documents. Based on my review of Wells Fargo's records showing the \$2,170 payment being entered for 11 months and judging the credibility of the witnesses, I find Wells Fargo's statement that it denied the Glassburns because they did not provide all documents as not credible. Nevertheless, the Glassburns continued to make payments, all of which Wells Fargo kept, until November of 2010, when it returned the last payment and brought this action.³

Wells Fargo asserted that between November of 2009 and the date of the hearing, the Glassburns accumulated \$177,583.44 in unpaid interest, \$3,200.34 in late fees, \$28,700.04 in escrow advances, \$505.00 in property inspections, and \$270.00 in BPOs. The loan was interest only and the principal balance of \$665,000.00 was asserted as due. Wells Fargo also requested \$29,826.84 in attorneys fees and expenses, none of which were documented.

LAW/ANALYSIS

This is an action to foreclose on a note and mortgage on property located in Charleston County that was referred to me as Master-in-Equity for Charleston County. All necessary parties have received notice of this action and the hearing scheduled for December 2, 2014. This court has jurisdiction over the subject matter of this action and the parties hereto.

"A mortgage foreclosure is an action in equity." *U.S. Bank Trust Nat'l Assoc. v. Bell*, 385 S.C. 364684 S.E.2d 199 (Ct. App. 2009). Because I find that Wells Fargo caused the breach of the

³ The Glassburns attempts to obtain subsequent modifications and the actions by Wells Fargo regarding the same were the subject of numerous hearings before this court.

contract in this matter, I deny its request for relief and require that the parties resume their contractual positions on the first day of the month following the date of this order.

I find Wells Fargo's conduct in requiring the Glassburns to stop making payment on the loan and then requiring them to get rid of all of their cash to be considered for a loan modification is a prior breach of the contract by Wells Fargo precluding the Glassburns from performing. "The doctrine of prevention is that 'one who prevents the performance of a condition, or makes it impossible by his own act, will not be permitted to take advantage of the nonperformance. In order to excuse nonperformance, the conduct on the part of the party who allegedly prevented performance must be wrongful, and ... in excess of his legal rights.'" *Propost Const. Co. v. North Carolina Dept. of Transp.*, 56 N.C.App. 759, 290 S.E.2d 387 (N.C. Ct. App. 1982) followed by *Continental Mortgage Investors v. Quail Run Assoc.*, 280 S.C. 409, 417, 312 S.E.2d 272, 277 (Ct. App. 1984). In *Continental Mortgage*, a borrower claimed that its default of a loan was caused by the lender's refusal to make a required payment from the loan. While holding that the lender's conduct was not the cause of the borrower's nonperformance, the court held that the lender's conduct would alleviate the borrower's obligations. *Id.*

In my view, Wells Fargo prevented the Glassburns' performance in several ways. First, Wells Fargo instructed the Glassburns to stop making payments to be considered for a modification. In doing so, Wells Fargo placed the Glassburns in a financial hole for something they had a right to be considered for, but also making it difficult to reinstate. Second, Wells Fargo instructed the Glassburns to take the funds they had saved to reinstate if necessary and spend it on other things. By doing so, when Wells Fargo declined to modify the loan (on questionable basis), the Glassburns could not reinstate. Hence, Wells Fargo's inducement to spend the cash set aside after it induced the Glassburns to stop making payments prevented them from reinstating the loan on the terms set

by Wells Fargo when it denied modification under questionable circumstances. At the very least, Wells Fargo's conduct is a breach of the covenant of good faith and fair dealing.

Accordingly, Wells Fargo prevented the Glassburns from performing under the claimed note and mortgage. As a result, it is barred from claiming that the Glassburns breached the note and mortgage and that it is entitled to foreclosure. But for the prior breach of the contract by Wells Fargo, this action would not have been necessary as the Glassburns were ready, willing, and able to continue making payments. Wells Fargo is not entitled to benefit from its breach. I rule in favor of the Glassburns.

As an alternative theory, I find that Wells Fargo's claims are barred by its unclean hands.

The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant. The expression 'clean hands' means a clean record with respect to the transaction with the defendants themselves and not with respect to others. The rule must be understood to refer to some misconduct concerning the matter in litigation of which the opposing party can, in good conscience, complain in a court of equity.

Wachovia Bank, N.A. v. Coffey, 389 S.C. 68, 75, 698 S.E.2d 244, 247 (Ct. App. 2010)(*mod'f on other grounds*). The Court has already found credible Mr. Glassburn's testimony that Wells Fargo instructed him to both stop making payments on the mortgage and to spend the money saved to reinstate in order to obtain a more favorable modification in the same transaction that Wells Fargo now seeks to foreclose on the Glassburns' home. Wells Fargo's own records bear out the truth of Mr. Glassburn's testimony. It would be extremely prejudicial to the Glassburns for the Court to allow Wells Fargo to benefit by the Glassburns having followed the instructions of Wells Fargo. As a court of equity, I find that Wells Fargo acted unfairly in this transaction and decline to grant it the remedy of foreclosure it seeks.

Wells Fargo argues that the statements made by the Glassburns, if true, would be barred by the "Lender's Statute of Frauds." S.C. Code Ann. 37-10-107. This statute generally prohibits oral modifications in matters of credit. *Id.* However, the statute specifically exempts real estate

mortgages from its coverage. S.C. Code. Ann. 37-10-107(c); accord *Berlinsky v Palmetto Federal Sav. Bank of South Carolina*, No. 2008-UP-231 (Ct. App. 2008)(noting that the exemption applies once the mortgage interest in land has attached). Hence, the statute is unavailable in this action.

Because I find that Wells Fargo's prior breach of the contract and its unclean hands in this matter bar its right of recovery, I order as an equitable remedy that the terms and conditions of the note and mortgage be reinstated to their original position as they stand on the 1st of the month following entry of this order. Wells Fargo's claims for interest, costs, and fees incurred during the time it claims as default are denied inasmuch as these claimed damages were incurred at Wells Fargo's own expense and direction. I further decline to award Wells Fargo its attorney's fees and costs because it did not incur the expense as a result of any act by the borrower.

THEREFORE IT IS ORDERED that judgment be entered in favor of the Glassburns on Wells Fargo's cause of action for foreclosure; and

IT IS FURTHER ORDERED that judgment be entered in favor of the Glassburns on their defenses of prior breach and unclean hands; and

IT IS FURTHER ORDERED that Wells Fargo accept from the Glassburns the sums necessary as a payment on the 1st day of the month following entry of this order and that Wells Fargo do all things necessary to ensure the Glassburns are able to comply with this order, including verifying to them through their counsel the amount of said payment.

AND IT IS SO ORDERED!

Mikell R. Scarborough
Master-in-Equity for Charleston County

This ____ day of _____, 2015

At Charleston, South Carolina

87

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for
the holders of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series
2005-4,

Plaintiff,

vs.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home
Equity Loan Trust Series 2007-A Trust;
Tidelands Bank; Atlantic Bank and Trust,

Defendant(s).

(511784.17316 CSG)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

**PLAINTIFF'S MEMORANDUM OF
LAW IN SUPPORT OF PLAINTIFF'S
MOTION TO LIFT STAY IN CASE**

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2014 JUN -2 AM 9:39

FILED

FACTS AND PROCEDURAL HISTORY

This lawsuit arises out of the foreclosure of a residential real estate mortgage. On December 10, 2010 Plaintiff filed a foreclosure action. On or about January 12, 2011 Defendants Anne B. Glassburn and Donivon D. Glassburn ("Defendants") filed an Answer.

In or around April 2013, Wells Fargo, the Plaintiff's loan servicer, reviewed the subject loan for a loan modification under both HAMP and non-HAMP options. This review was based on a review of a complete financial packet submitted by the Defendants. In a letter dated April 22, 2013, Wells Fargo informed the Defendants that their loan had been denied for a loan modification. On May 2, 2013, Plaintiff's counsel filed an Attorney Certification which certified compliance with the South Carolina Supreme Court Administrative Order 2011-5-02-01 based on the fact that the Defendants did "not qualify for any foreclosure intervention options as contemplated by the Order." On July 3, 2013, the Court signed an Order staying the case pending resolution of the Defendants' appeal of the Plaintiff's denial of foreclosure intervention.

The Defendants appealed the denied and in a letter dated July 5, 2013 the Defendants were notified that their appeal had been denied based on the fact that the Defendants' "still [did] not meet the requirements of a loan modification." On September 30, 2013, Plaintiff filed a Motion to Lift Stay in Case.

LAW AND ARGUMENT

a. HAMP Guidelines

The HAMP program was designed to give "eligible borrowers the opportunity to modify their first lien mortgage loans to make them more affordable. Under HAMP, servicers apply a uniform loan modification process to provide eligible borrowers with affordable and sustainable monthly payments for their first lien mortgage loans."¹ A Mortgagor may be eligible for a modification either under a Tier 1 or a Tier 2 HAMP review.

1. TIER 1

Based on the HAMP guidelines in place at the time of the April 2013 HAMP review, "[t]o qualify for HAMP Tier 1, verified income documentation must confirm that the borrower's monthly mortgage payment ratio prior to the modification is greater than 31 percent."²

In evaluating an eligible loan for a modification, the servicer was required to perform a "standard modification waterfall" process "in the stated order of succession until the borrower's monthly mortgage payment ratio is reduced to 31 percent (target monthly mortgage payment ratio)".³ The standard modification waterfall process contained the following steps:

¹ See Making Home Affordable Program, Handbook for Servicers of Non-GSE Mortgages, Version 4.1, As of December 13, 2013, Page 14. <https://www.hmpadmin.com/portal/programs/guidance.jsp>, under "Archives."

² *Id.* at page 101.

³ *Id.* at page 104.

1. [T]he servicer capitalizes accrued interest, out-of-pocket escrow advances to third parties, and any required escrow advances that will be paid to third parties by the servicer during the trial plan and also other allowable servicing advances;
2. Reduce the interest rate in increments of .125 percent, with a floor of 2.0 percent;
3. If necessary, "[extend] the term and [re-amortize] the mortgage loan by up to 480 months;" and
4. If necessary, "provide for principal forbearance to achieve the target monthly mortgage payment ratio" with the principal forbearance being "a balloon payment fully due and payable upon the earliest of the borrower's transfer of the property, payoff of the interest bearing [unpaid principal balance], or at maturity of the mortgage loan."⁴

2. TIER 2

"In the case of HAMP Tier 2, the borrower's post-modification monthly mortgage payment ratio (also called a debt-to-income ratio or DTI ratio) must be greater than or equal to 25 percent and less than or equal to 42 percent (Acceptable DTI Range). In HAMP Tier 2, the DTI ratio is the ratio of the borrower's modified monthly mortgage payment to the monthly gross income of all borrowers on the mortgage note."⁵

Eligibility under Tier 2 requires that the modified monthly principal and interest payment results in at least a 10 percent or greater reduction compared to the pre-modification monthly principal and interest payment.⁶

⁴ Id. at pages 104-05.

⁵ Id. at page 101.

⁶ Id. at page 107.

3. Investor Restrictions

“If a servicing agreement, investor guidelines or applicable law restricts or prohibits a modification step in the standard or alternative modification waterfalls (HAMP Tier 1 or Tier 2) and the servicer partially performs it or skips it, the modification may still qualify for HAMP.”⁷

“There is no requirement to forgive principal under HAMP.”⁸

b. No Private Right of Action Under HAMP

“It is well-settled that borrowers do not have a private right of action under HAMP.” *Acuna v. Chase Home Fin., LLC*, 2011 WL 1883089 (E.D. Va. May 16, 2011); see also *Steffens v. Am. Home Mortg. Servicing, Inc.*, 2011 WL 901179, 6-7 (D.S.C. Mar. 15, 2011) (“[N]owhere in the HAMP Guidelines, nor in the [legislation authorizing creation of HAMP], does it expressly provide for a private right of action ... [r]ather, Congressional intent expressly indicates that compliance authority was delegated solely to Freddie Mac.”); *Hart v. Countrywide Home Loans, Inc.*, 735 F. Supp. 2d 741, 748 (E.D. Mich. 2010) (“There is no express or implied right to sue fund recipients . . . under TARP or HAMP.”); *Zeller v. Aurora Loan Servs., LLC*, 2010 WL 3219134 (W.D. Va. Aug. 10, 2010) (“Indeed, by delegating compliance with the HAMP guidelines solely to Freddie Mac, Congress intended that a private cause of action [under HAMP] was not permitted.”); *Hoffman v. Bank of Am., N.A.*, 2010 WL 2635773 (N.D. Cal. June 30, 2010) (“[L]enders are not required to make loan modifications for borrowers that qualify under HAMP nor does the servicer's agreement confer an enforceable right on the borrower.”); *Benito v. Indymac Mortg. Servs.*, 2010 WL 2130648 (D. Nev. May 21, 2010) (“Although the overall HAMP program undoubtedly has a goal of assisting homeowners, the HAMP contract

⁷ *Id.* at page 110.

⁸ *Id.* at page 107.

does not express any intent to grant borrowers a right to enforce the HAMP contract between the government and the loan servicer.”).

c. South Carolina Supreme Court Administrative Order 2011-5-02-01

The South Carolina Supreme Court Administrative Order 2011-5-02-01 (“Order”) allows the trial court to hear and determine any dispute concerning compliance with the Order, including the failure of any party to act in good faith in complying with the Order. If either party to the foreclosure action fails to comply with the terms of the Order or has not attempted to reach an agreement for foreclosure intervention in good faith, the court may impose sanctions, including reasonable attorney’s fees.

In construing the Order, the United States District Court for the District of South Carolina noted that the Order “merely provides procedures intended to insure that a lender-servicer and mortgagor have the opportunity to pursue a loan modification or other loss mitigation ‘where possible.’” [emphasis added] Weber v. Bank of Am. NA, 2013 WL 4820446 (D.S.C. Sept. 10, 2013).

d. Good Faith

The Order does not define what good faith means.

However, “good faith” is defined in S.C. Code Ann. § 36-3-103(6) of the Uniform Commercial Code to mean “honesty in fact and the observance of reasonable commercial standards of fair dealing.” The Reporter’s Comments to this section notes that “[a]lthough this definition adds an objective factor to the determination of whether a person acted in good faith, it

does not convert the obligation to perform in good faith into an obligation to exercise ordinary care.”

e. Plaintiffs Compliance with the Order

In discovery, Plaintiff has produced documents subject to a protective Order that clearly demonstrate, based on the financial information provided by the Defendants, 1) the Defendants were denied for a HAMP modification under a Tier 1 review based on such factors as excessive forbearance and Wells Fargo being unable to create an affordable payment based on the investor guidelines; 2) the Defendants were denied for a HAMP modification under a Tier 2 review based on such factors as the principal and interest payment not being able to be reduced by at least 10 percent, the post modification debt to income ratio was over 42 percent, and the modified monthly payment was greater than the current monthly payment; and 3) the Defendants were denied for a non-HAMP modification based on Wells Fargo not being able to create an affordable monthly payment.

In order to comply with the Order, Plaintiff is only required to demonstrate that it conducted the required foreclosure intervention review in good faith and provided an opportunity for the Defendants to pursue some form of loss mitigation. The Plaintiff has clearly done this.

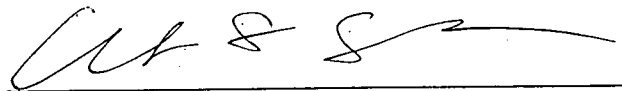
Defendants and their attorneys are under the mistaken impression that to meet the good faith requirement of the Order the Plaintiff was required to offer a loan modification to the Defendants. This is simply not a correct or reasonable interpretation of the purpose of the Order. The Defendants have failed to challenge any of the specific review procedures used by Wells Fargo in the HAMP and non-HAMP modification review denials. Instead the Defendants simply make unsupported allegations that the Plaintiff is not cooperating in discovery and imply that

there are missing documents that will support their unspecified claims. The HAMP guidelines in effect at the time of the subject April 2013 loan modification review are available on the HAMP website, however, in nearly three and a half years of litigation the Defendants have failed to identify a single HAMP guideline Plaintiff has allegedly failed to follow.

CONCLUSION

Based on the reasoning above, the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-5-02-01 and Plaintiff's Motion to Lift Stay in Case should be granted.

Respectfully submitted,



Charles S. Gwynne Jr. (SC Bar # 73844)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive – Suite 109 (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
ATTORNEYS FOR THE PLAINTIFF
Rogers Townsend & Thomas, PC and its staff are debt collectors

May 30, 2014

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for the
holders of Bear Stearns ARM Trust, Mortgage
Pass-Through Certificates, Series 2005-4,

Plaintiff,

vs.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home Equity
Loan Trust Series 2007-A Trust; Tidelands Bank;
Atlantic Bank and Trust,

Defendant(s).

IN THE COURT OF COMMON PLEAS

Case No. 2010-CP-10-10122

DEFENDANTS MEMORANDUM

CASE HISTORY

Prior to the filing of this action in foreclosure on December 10th, 2010, the Glassburns had been approved for a trial payment plan relative to a modification in September of 2009. The Glassburns fully complied with the terms of that trial plan including making monthly payments from November of 2009 through October of 2010 until Well Fargo breached that agreement in refusing to permanently modifying the loan and began returning subsequent payments.

After the filing of the foreclosure action, the defendants again applied for a modification. The case was stayed pursuant to the South Carolina Supreme Court Administrative Order No. 2011-05-02-01 (the "Administrative Order") pending the outcome of the evaluation of that application. The defendants tirelessly submitted documentation to the Plaintiff directly and then to plaintiff's counsel for twenty nine months until the modification application was denied on April, 22nd of 2013. A subsequent appeal of that decision was denied on July 5th, 2013.

ARGUMENT AND LAW

a. Good Faith

The Administrative Order requires a good faith review for loss mitigation including loan modification. Good faith is defined in S.C. Code Ann. § 36-3-103(6) of the Uniform Commercial Code defines good faith as “honesty in fact and the observance of reasonable commercial standards and fair dealing”. It is well settled in case law that “there exists in any contractual relationship a duty of good faith and fair dealing.” *Butler Contracting, Inc. v. Court Street, LLC*, 369 S.C. 121, 631 S.E. 2d 252 (2006).

b. The National Mortgage Settlement Violations

The consent decree, entered by Judge Bates of the United States District Court for the District of Columbia in the case of *United States v. Bank of America Corp., et al*, No. 12-0361 (“Consent Judgment”) and otherwise known as The National Mortgage Settlement provides a clear benchmark for reasonable commercial standards. The Consent Judgment mandates efficiency and transparency in servicing activity including loss mitigation.

The Consent Judgment mandates that the “Servicer shall disclose and provide accurate information to borrowers relating to the qualification process and eligibility for loss mitigation programs” (id at page 117). It mandates that the Single Point of Contact provide specific services, including that they “explain programs for which the borrower is eligible” (id at page 115). It mandated Wells Fargo develop a Loan Portal which, amongst other requirements, would “provide information and eligibility factors for proprietary loan modification and other loss mitigation programs” (id at page 118). The Consent Judgment further specifies that the servicer shall “facilitate” loan modifications.

Donivon Glassburn spent literally years from the fall of 2010 until November of 2013 trying to locate information on qualifying guidelines. On January 10, 2011 the defendant sent a letter to plaintiff's counsel describing his exhaustive pursuit of the investor guidelines applicable to their loan modification and requested the information again in that correspondence. He did not receive responses containing the information sought. A search of the Wells Fargo website by defendants' counsel reveals no meaningful information regarding loss mitigation products or direction to a loan portal having additional information.

As the Attorney General of the State of South Carolina recently opined, such misconduct under the Consent Judgment Order is actionable against Wells Fargo under the South Carolina Unfair Trade Practices Act (Exhibit A). Plaintiff's assertions of no private right of action for its breaches may be the law elsewhere, but it is not the law of South Carolina.

c. HAMP

Wells Fargo is a servicer participating in HAMP and this was a fact known to the defendants. HAMP qualifying guidelines are widely accessible to consumers, housing counselors, plaintiffs' attorneys, and defense attorneys. It is a logical conclusion for any borrower to believe that the lender that they have been making mortgage payments to and who participates in HAMP is authorized to apply the HAMP waterfall guidelines in their purest form. The curtailment of those guidelines through investor restrictions and the nature of those restrictions are seemingly impossible to discover without good faith on the part of the servicer.

d. HAMP Tiers 1, HAMP Tier 2 and proprietary loss mitigation evaluations

HAMP Tier 2:

Plaintiff produced an underwriting analysis and denial for this program. Defendants

conceded that neither they nor any other borrower would qualify under a HAMP Tier 2¹ modification at the time the modification was underwritten. This would be true even had the investor restriction to rate reduction been waived. The value of the home, what is owed on the home, the fact that it is an interest only adjustable rate loan, and the applicable rate to a Tier 2 modification from the time the program was implemented through today make it a mathematical impossibility to reduce the payment by 10% as required by the program.

Wells Fargo Proprietary Product:

Defendants were provided an underwriting analysis and rejection as to this product but remain incapable of offering any opinion as to its merit in that the guidelines requested in discovery were not produced.

HAMP Tier 1:

Defendants question whether they were even evaluated for this modification. Plaintiff produced no underwriting analysis or decision associated with Tier 1. Additionally, the April, 2013 rejection letter states only that the reason for denial was the inability to reduce the principal and interest payment by the required 10%. This is a Tier 2 guideline and not a requirement under Tier 1. Additionally the "Net Present Value Input Data Values" form provided with that denial reflects "N/A" in all fields relevant to Tier 1 whereas the Tier 2 fields are assigned values.

Anne Glassburn is the only defendant obligated as a signor of the note. The modification was underwritten with Donivon Glassburn as an occupying, non borrower contributor. This scenario offers the most flexible means of qualifying for a modification. Subject to the verification of available income of the occupying non borrower contributor, that contributor reports the amount that he/she is willing and able to contribute monthly to the expenses of the

¹ Making Home Affordable Program, Handbook for Servicers of Non-GSE Mortgages, Version 4.1, pages 101 through 109.

borrower. In that the Plaintiff's restriction to reducing rate was not a discoverable fact to the defendants, Donivon Glassburn arbitrarily committed to contribute \$8,500.00 per month. Wells Fargo had documented his monthly income to be \$11,916.94. Wells Fargo documented Anne Glassburn's income at the time to be \$155 per month. Applying all field values as to income, home valuation, capitalization principal balance that Wells Fargo determined and applying straight HAMP waterfall guidelines beginning with reducing the rate t 2.0%, the Glassburn's would easily have qualified under HAMP Tier 1 waterfall guidelines. Without reducing the rate from the 5.25%, this income would be insufficient. However, had the restriction been known, Donivon Glassburn could easily have agreed to contribute \$ 11,000.00 per month and the loan would have qualified for a modification in spite of the Plaintiff's restrictions to rate reduction and term extension. The monthly payment would have been significantly higher than what it would have been with the granting of the waiver of the interest rate restriction and would have only decreased the payment by a few dollars a month from the existent payment. The window of qualifying closed within two months after the April, 2013 denial as the continued accrual of interest after which would be required to be capitalized in any future underwriting would preclude the payment from decreasing and therefore would no longer qualify under HAMP guidelines.

e. Failure to request a waiver of investor restrictions:

Wells Fargo produced no showing through discovery that they sought a waiver of the Plaintiff investor's restrictions as required under HAMP guidelines. Hamp guidelines specifically require that investor restrictions be documented in the file that "the documentation must show that the servicer made a reasonable effort to seek a waiver from the investor and

whether that waiver was approved or denied".² The HSC inquiry response notes that a waiver was requested and also states that no response to that waiver request was received. When it was not produced in discovery, Defendants' counsel spoke to the HSC counselor regarding this waiver request and he reported that a written request was made back in May of 2012. Further inquiry of that counselor revealed that the request was sent to a "Wells Fargo Corporate Trust" who is an entity not the plaintiff and not named as an assignee/investor in the Pooling and Servicing Agreement that was produced to the defendant in discovery. The attempt made by Wells Fargo to obtain the waiver was not reasonable.

CONCLUSION

The Glassburn family is faced with the prospect of the loss of their home due to plaintiff's failure to comply with the 2011 Administrative Order, HAMP guidelines, the Consent Judgment under The National Mortgage Settlement, this Court's Order and its further willful concealment of what should be information readily accessible to the public generally and these defendants specifically.

It is for the reasons stated herein that the Plaintiff should be held in violation of the 2011 Administrative Order and sanctioned pursuant to this Court's authority, the stay should be continued, and the defendants should be granted leave to amend its answer to included the breach of contract claims for which they previously moved as well as additional counter claims under the South Carolina Unfair Trade Practices Act.

² Id at page 110

Respectfully Submitted,



Amanda Reece
Reece Law Firm, LLC
871 Lowcountry Blvd. Suite 200
Mount Pleasant, SC 29464
amanda@reecelawfirmllc.com
803-209-9830

June 2nd, 2014

101



ALAN WILSON
ATTORNEY GENERAL

April 29, 2014

The Honorable Joseph F. Anderson, Jr.
U.S. District Judge
U.S. District Court, District of South Carolina
901 Richland Street
Columbia, SC 29201

Re: Emily M. Harlin v. Wells Fargo Bank, N.A.
Case No.: 3:13-cv-2719-JFA

Dear Judge Anderson:

The case of Emily Harlin versus Wells Fargo was brought to our attention recently. Specifically, the issue of whether Ms. Harlin's claim pursuant to Section 39-5-140 of the South Carolina's Unfair Trade Practices Act (SCUTPA) is precluded by our 2012 settlement with Wells Fargo in which we represented the State of South Carolina in our *parens patriae* capacity and under our SCUTPA capacity pursuant to Section 39-5-50. It is our position that Ms. Harlin's claim is not precluded by the 2012 settlement.

When we represented South Carolina in our *parens patriae* capacity,¹ in the mortgage settlement, we did so on behalf of the *public* citizenry (S.C. Code Ann. § 39-5-50).² We did not settle—and, in fact, expressly excluded from the settlement—all *private* claims citizens of our State may elect to bring pursuant to Section 39-5-140 against the defendants in that settlement. See *In re Exxon Valdez*, 270 F.3d 1215, 1227–28 (9th Cir. 2001) (rejecting defendant's argument that the consent decree between defendant and the Alaskan Attorney General's Office, acting in its *parens patriae* authority, foreclosed the plaintiff's private action against the defendant where the consent decree expressly excluded private claims from the settlement).

¹ See *South Carolina v. LG Display Co.*, No. 3:11-cv-00729, 2011 WL 4344074, at *6 (D.S.C. Sep. 14, 2011) ("Under a wholesale approach, the case is a *parens patriae* action, where the State has a clear quasi-sovereign interest in enforcing its own antitrust and consumer protection laws.")

² See *Condon v. Hodges*, 349 S.C. 232, 240, 349 S.E.2d 623, 627 (2002) ("The Attorney General has a dual role. He is an attorney for the Governor and he is an attorney for vindicating wrongs against the collective citizens of the State."); see also *Condon v. State*, 354 S.C. 634, 641, 583 S.E.2d 430, 434 (2003) ("This Court has recognized that the Attorney General has broad statutory authority and common law authority in his capacity as the chief legal officers of the State to institute actions involving the welfare of the State and its citizens, including vindications of wrongs committed collectively against the citizens of the State.")

Our office sought to "protect a public interest that far exceed[ed] the interests of individual citizens. . . . [:] to protect the integrity of a public market." *Commodity Futures Trading Comm'n v. Commercial Hedge Serv., Inc.*, 422 F.Supp.2d 1057, 1060 (D. Neb 2006). "[Q]uite apart from whether the individual victims are satisfied with their private settlements, full and ample restitution, and other equitable remedies such as disgorgement of profits, serve distinct deterrence functions that are vital" to the State's public interest. *Id.* at 1061.

It is important to note that SCUTPA provides for two separate remedies for the Attorney General and for private parties. Section 39-5-50 provides for the Attorney General to seek equitable relief and civil penalties where appropriate under Section 39-5-110. In comparison, Section 39-5-140 provides a mechanism for private parties to seek damages—a legal remedy—and treble damages where appropriate. As further evidence that the two causes of action may be brought separately, Section 39-5-140(c) specifically states that "[a]ny permanent injunction, judgment or order of the court made under Section 39-5-50 shall be *prima facie* evidence in an action brought under Section 39-5-140 that the respondent used or employed a method, act or practice declared unlawful by Section 39-5-20." Actions by the Attorney General therefore do not foreclose a private party's claim against a defendant. Instead, under the law, the Attorney General's actions pursuant to Section 39-5-50 may actually be used as evidence to prove a private party's claim against the same defendant pursuant to Section 39-5-140(c).

We hope this letter provides clarity on the State's role in this issue. Should you have questions or concerns, please contact me at 803-734-3733.

Sincerely,



Johanna C. Valenzuela
Assistant Attorney General
Consumer Protection and Antitrust Section
Civil Division

cc:

Brian L. Boger (attorney for Plaintiff)

Kevin A. Hall (attorney for Defendant)

Matthew Todd Carroll (attorney for Defendant)

John W. McIntosh (Chief Deputy Attorney General, S.C. Attorney General's Office)

Robert D. Cook (Solicitor General, S.C. Attorney General's Office)

C. Havird Jones, Jr. (Assistant Deputy Attorney General, S.C. Attorney General's Office)

1 STATE OF SOUTH CAROLINA)
 2 COUNTY OF CHARLESTON) : IN THE COURT OF COMMON PLEAS
 3 US BANK NATIONAL)
 4 ASSOCIATION AS TRUSTEE,)
 5 et al,)
 6)
 7 Plaintiff(s),)
 8) HEARING
 9 -vs)
 10)
 11 ANNE B. GLASSBURN, et)
 12 al,)
 13)
 14 Defendant(s),)
 15 -----)

16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 531
 532
 533
 534
 535
 536
 537
 538
 539
 540
 541
 542
 543
 544
 545
 546
 547
 548
 549
 550
 551
 552
 553
 554
 555
 556
 557
 558
 559
 560
 561
 562
 563
 564
 565
 566
 567
 568
 569
 570
 571
 572
 573
 574
 575
 576
 577
 578
 579
 580
 581
 582
 583
 584
 585
 586
 587
 588
 589
 590
 591
 592
 593
 594
 595
 596
 597
 598
 599
 600
 601
 602
 603
 604
 605
 606
 607
 608
 609
 610
 611
 612
 613
 614
 615
 616
 617
 618
 619
 620
 621
 622
 623
 624
 625
 626
 627
 628
 629
 630
 631
 632
 633
 634
 635
 636
 637
 638
 639
 640
 641
 642
 643
 644
 645
 646
 647
 648
 649
 650
 651
 652
 653
 654
 655
 656
 657
 658
 659
 660
 661
 662
 663
 664
 665
 666
 667
 668
 669
 670
 671
 672
 673
 674
 675
 676
 677
 678
 679
 680
 681
 682
 683
 684
 685
 686
 687
 688
 689
 690
 691
 692
 693
 694
 695
 696
 697
 698
 699
 700
 701
 702
 703
 704
 705
 706
 707
 708
 709
 710
 711
 712
 713
 714
 715
 716
 717
 718
 719
 720
 721
 722
 723
 724
 725
 726
 727
 728
 729
 730
 731
 732
 733
 734
 735
 736
 737
 738
 739
 740
 741
 742
 743
 744
 745
 746
 747
 748
 749
 750
 751
 752
 753
 754
 755
 756
 757
 758
 759
 760
 761
 762
 763
 764
 765
 766
 767
 768
 769
 770
 771
 772
 773
 774
 775
 776
 777
 778
 779
 780
 781
 782
 783
 784
 785
 786
 787
 788
 789
 790
 791
 792
 793
 794
 795
 796
 797
 798
 799
 800
 801
 802
 803
 804
 805
 806
 807
 808
 809
 810
 811
 812
 813
 814
 815
 816
 817
 818
 819
 820
 821
 822
 823
 824
 825
 826
 827
 828
 829
 830
 831
 832
 833
 834
 835
 836
 837
 838
 839
 840
 841
 842
 843
 844
 845
 846
 847
 848
 849
 850
 851
 852
 853
 854
 855
 856
 857
 858
 859
 860
 861
 862
 863
 864
 865
 866
 867
 868
 869
 870
 871
 872
 873
 874
 875
 876
 877
 878
 879
 880
 881
 882
 883
 884
 885
 886
 887
 888
 889
 890
 891
 892
 893
 894
 895
 896
 897
 898
 899
 900
 901
 902
 903
 904
 905
 906
 907
 908
 909
 910
 911
 912
 913
 914
 915
 916
 917
 918
 919
 920
 921
 922
 923
 924
 925
 926
 927
 928
 929
 930
 931
 932
 933
 934
 935
 936
 937
 938
 939
 940
 941
 942
 943
 944
 945
 946
 947
 948
 949
 950
 951
 952
 953
 954
 955
 956
 957
 958
 959
 960
 961
 962
 963
 964
 965
 966
 967
 968
 969
 970
 971
 972
 973
 974
 975
 976
 977
 978
 979
 980
 981
 982
 983
 984
 985
 986
 987
 988
 989
 990
 991
 992
 993
 994
 995
 996
 997
 998
 999
 1000
 1001
 1002
 1003
 1004
 1005
 1006
 1007
 1008
 1009
 1010
 1011
 1012
 1013
 1014
 1015
 1016
 1017
 1018
 1019
 1020
 1021
 1022
 1023
 1024
 1025
 1026
 1027
 1028
 1029
 1030
 1031
 1032
 1033
 1034
 1035
 1036
 1037
 1038
 1039
 1040
 1041
 1042
 1043
 1044
 1045
 1046
 1047
 1048
 1049
 1050
 1051
 1052
 1053
 1054
 1055
 1056
 1057
 1058
 1059
 1060
 1061
 1062
 1063
 1064
 1065
 1066
 1067
 1068
 1069
 1070
 1071
 1072
 1073
 1074
 1075
 1076
 1077
 1078
 1079
 1080
 1081
 1082
 1083
 1084
 1085
 1086
 1087
 1088
 1089
 1090
 1091
 1092
 1093
 1094
 1095
 1096
 1097
 1098
 1099
 1100
 1101
 1102
 1103
 1104
 1105
 1106
 1107
 1108
 1109
 1110
 1111
 1112
 1113
 1114
 1115
 1116
 1117
 1118
 1119
 1120
 1121
 1122
 1123
 1124
 1125
 1126
 1127
 1128
 1129
 1130
 1131
 1132
 1133
 1134
 1135
 1136
 1137
 1138
 1139
 1140
 1141
 1142
 1143
 1144
 1145
 1146
 1147
 1148
 1149
 1150
 1151
 1152
 1153
 1154
 1155
 1156
 1157
 1158
 1159
 1160
 1161
 1162
 1163
 1164
 1165
 1166
 1167
 1168
 1169
 1170
 1171
 1172
 1173
 1174
 1175
 1176
 1177
 1178
 1179
 1180
 1181
 1182
 1183
 1184
 1185
 1186
 1187
 1188
 1189
 1190
 1191
 1192
 1193
 1194
 1195
 1196
 1197
 1198
 1199
 1200
 1201
 1202
 1203
 1204
 1205
 1206
 1207
 1208
 1209
 1210
 1211
 1212
 1213
 1214
 1215
 1216
 1217
 1218
 1219
 1220
 1221
 1222
 1223
 1224
 1225
 1226
 1227
 1228
 1229
 1230
 1231
 1232
 1233
 1234
 1235
 1236
 1237
 1238
 1239
 1240
 1241
 1242
 1243
 1244
 1245
 1246
 1247
 1248
 1249
 1250
 1251
 1252
 1253
 1254
 1255
 1256
 1257
 1258
 1259
 1260
 1261
 1262
 1263
 1264
 1265
 1266
 1267
 1268
 1269
 1270
 1271
 1272
 1273
 1274
 1275
 1276
 1277
 1278
 1279
 1280
 1281
 1282
 1283
 1284
 1285
 1286
 1287
 1288
 1289
 1290
 1291
 1292
 1293
 1294
 1295
 1296
 1297
 1298
 1299
 1300
 1301
 1302
 1303
 1304
 1305
 1306
 1307
 1308
 1309
 1310
 1311
 1312
 1313
 1314
 1315
 1316
 1317
 1318
 1319
 1320
 1321
 1322
 1323
 1324
 1325
 1326
 1327
 1328
 1329
 1330
 1331
 1332
 1333
 1334
 1335
 1336
 1337
 1338
 1339
 1340
 1341
 1342
 1343
 1344
 1345
 1346
 1347
 1348
 1349
 1350
 1351
 1352
 1353
 1354
 1355
 1356
 1357
 1358
 1359
 1360
 1361
 1362
 1363
 1364
 1365
 1366
 1367
 1368
 1369
 1370
 1371
 1372
 1373
 1374
 1375
 1376
 1377
 1378
 1379
 1380
 1381
 1382
 1383
 1384
 1385
 1386
 1387
 1388
 1389
 1390
 1391
 1392
 1393
 1394
 1395
 1396
 1397
 1398
 1399
 1400
 1401
 1402
 1403
 1404
 1405
 1406
 1407
 1408
 1409
 1410
 1411
 1412
 1413
 1414
 1415
 1416
 1417
 1418
 1419
 1420
 1421
 1422
 1423
 1424
 1425
 1426
 1427
 1428
 1429
 1430
 1431
 1432
 1433
 1434
 1435
 1436
 1437
 1438
 1439
 1440
 1441
 1442
 1443
 1444
 1445
 1446
 1447
 1448
 1449
 1450
 1451
 1452
 1453
 1454
 1455
 1456
 1457
 1458
 1459
 1460
 1461
 1462
 1463
 1464
 1465
 1466
 1467
 1468
 1469
 1470
 1471
 1472
 1473
 1474
 1475
 1476
 1477
 1478
 1479
 1480

A-P-P-E-A-R-A-N-C-E-S

For the Plaintiff : Rogers Townsend & Thomas
By: Charles Gwynne, Esq.,
220 Executive Center Drive
Columbia, SC 29210

For the Defendant : Reece Law Firm
By: Amanda Reece, Esq.,
871 Low Country Blvd. - #200
Mt. Pleasant, SC 29464

Haller Law Firm
By: David Haller, Esq.,
115 River Landing Dr. - Ste 102
Charleston, SC 29492

Also Present : Anne Glassburn

INDEX TO EXHIBITS

(None were marked.)

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 THE COURT: Our first matter up this morning is
2 the case of Wells Fargo versus Glassburn, 2010-CP-10-10122.
3 Mr. Charles Gwynne for the plaintiffs.

4 MR. GWYNNE: Yes, Your Honor.

5 THE COURT: For the defendants we've got
6 Mr. Haller and Ms. Reece, and Mr. Glassburn. We set this, I
7 think for purposes of reviewing the status of the stay; is
8 that correct? And last week I believe a motion for
9 sanctions came in. I got a response to that.
10 Tell me from a plaintiff's standpoint where we stand with
11 the stay.

12 MR. GWYNNE: Yes, Your Honor. I believe
13 technically my motion to lift the stay is still pending, and
14 I think it's supposed to be heard today. Your Honor
15 requested that the parties brief the issue. I submitted
16 mine on Friday. Defendants have submitted theirs, and the
17 motion for sanctions was last week because they feel that my
18 client did not comply with your order regarding discovery.
19 And of course, my client feels they did comply.

20 One issue I want to bring up, Your Honor, is that
21 there's a confidentiality order that was signed when I
22 produced some of the underwriting documents. So I have them
23 with me. It's just that I don't want to be -- if I talk
24 about them I just don't want to appear that I'm waiving any
25 kind of -- obviously you're welcome to review them in

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

106

1 camera, but until the defendants make a motion to unseal
2 them -- I don't know how we can do today without talking
3 about them, but I just don't want to be perceived as trying
4 to waive that privilege.

5 THE COURT: Did I not cover that in my order that
6 it's subject to a protective order or not?

7 MR. GWYNNE: You did, Your Honor. And we sent one
8 that Your Honor signed when I was prepared to draft the, to
9 produce them.

10 THE COURT: Let me hear from you on the motion to
11 lift the stay.

12 MR. GWYNNE: Well, essentially everything's in my
13 brief, Your Honor, that I submitted. We produced the
14 underwriting documents that were required by Your Honor.
15 And essentially the documents show that in April of 2013 my
16 client reviewed a full complete financial package from the
17 Glassburns. It was reviewed for a HAMP Tier One, and it was
18 denied. It was reviewed for a HAMP Tier Two, and it was
19 denied. And it was also reviewed for a traditional loan
20 modification through Wells Fargo. That was also denied.

21 Page six of my memorandum details the reasons why it
22 was denied. It was denied for tier one because of excessive
23 forbearance that would have been required, and also Wells
24 Fargo wasn't able to create an affordable payment based on
25 their income, and all of the HAMP waterfall tests, which are

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 obviously every involved. It was denied for HAMP Tier Two
2 based on the fact that the principal interest payment was
3 not, was unable to be reduced by ten percent. And also, the
4 terms of the debt to income ratio it was above the
5 42 percent which is required by the HAMP Guidelines. And
6 then it was also denied for traditional modification based
7 on Wells Fargo not being able to create an affordable
8 monthly payment.

9 I have all the supporting documents with me. I'm happy
10 to hand those up. They all have been marked confidential,
11 but I can hand those up to Your Honor and you can review
12 them. Clearly the documents show that the investor
13 restrictions are detailed. And this is from the
14 underwriter's package that he would have reviewed. All the
15 investor restrictions are detailed, including the fact that
16 the interest rate could not be changed, which obviously if
17 the interest rate doesn't change that's going to effect what
18 the principal, the end payment's going to be.

19 And also there is two documents which go through the
20 HAMP Tier One and Tier Two reviews. And this is the
21 waterfall test that's described in detail in the HAMP
22 Guidelines, which I have a copy of here. And it shows that
23 they have the current amounts, the current terms, and the
24 modified terms. If you look at the modified terms it's just
25 simply not feasible. It doesn't meet the program

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 requirements.

2 And there's also the HAMP Tier Two review, which goes
3 through the same analysis. And also there's some what
4 appear to be sort of work forms where the numbers were
5 plugged in, including the fact that the borrower,
6 Ms. Glassburn had a reported income of \$154.80. And her
7 husband, Mr. Glassburn had a reported income \$8,500 per
8 month. So those were the numbers that were used in the
9 waterfall. So I can hand those to Your Honor if you like.

10 But essentially, Your Honor, we feel that, my client
11 feels that they have complied with the order. The order
12 talks about good faith. I think Judge Anderson in his Weber
13 case, basically I think says that the good faith requirement
14 is just allowing the borrowers to participate in the review.
15 There's no private right of action for HAMP. I don't think
16 Justice Toll intended to create the private right of action
17 for HAMP. So bad faith I think can only be found if my
18 client refused to review them, refused to engage in loss
19 mitigation.

20 And if Your Honor looks at these documents that's just
21 not what happened. These aren't made up documents, Your
22 Honor. Wells Fargo received a complete package. And they
23 put it through the water fall tests. And all these
24 documents, so I think we've complied with the order. We're
25 just asking that the stay be lifted so this three and a half

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 year case can be ---

2 THE COURT: As to the actual review of the
3 Glassburn's application all that information has been
4 provided, correct?

5 MR. GWYNNE: Yes, Your Honor. I gave your order
6 to my client, and I said, here's what the Judge has ordered.
7 They provided me these, I think it was roughly 200 and
8 something more pages. And it's essentially, from what it
9 appears is the underwriter's file. So it has their
10 financials, their tax returns, and then it has their program
11 that they put all the numbers in to create this waterfall,
12 which is required under HAMP. So these have all been
13 provided under -- some are marked confidential based on the
14 confidentiality order, but they've all been produced.

15 THE COURT: But the confidential data contained
16 therein would be the Glassburn's data, correct, or is it
17 also proprietary? That's what I'm getting at there.

18 MR. GWYNNE: I'd only marked confidential
19 obviously the numbers are the Glassburn's numbers, but I
20 only marked confidential anything that appeared to be a
21 internal proprietary software, or sometimes they would make
22 notes on their financial information. I marked those
23 confidential. I mean, I have to air on the side of caution.
24 And obviously Wells Fargo wants to protect how they
25 underwrite in certain circumstances. But they haven't

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 complained that the confidentiality is improper yet. But I
2 didn't mark, for example their tax returns confidential.

3 THE COURT: That's what I was getting at. They
4 can always waive that.

5 All right. Ms. Reece, let me hear from you.

6 MS. REECE: Essentially our problem is not -- we
7 take exception anyway to the process into the transparencies
8 under which the plaintiff evaluated the loss mitigation
9 package.

10 THE COURT: Well, let's start right there. You
11 take question with how it was done or whether it was done?

12 MS. REECE: It's the processes that they're
13 required to adhere to. There's not a lot of the financial
14 information that we're going to dispute at this time. We
15 were not provided policies, guideline, underwriting
16 guidelines and procedures, so I don't know much about what
17 Wells Fargo's internal procedures as far as appeals and
18 things to that effect.

19 However, I do think we have the makings of decent
20 arguments to be presented today. I obviously will never be
21 able to speak to the proprietary product, because those
22 guidelines don't exist. I can speak a bit to the HAMP
23 products.

24 And what our argument is premised on is I took the
25 values that HAMP actually, that Wells Fargo actually used as

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

111

1 far as their evaluation, accepted their capitalization even
2 though that had been requested in prior production requests,
3 to itemize the capitalization. So we just took all the
4 information as it stood.

5 And essentially HAMP Tier Two we have absolutely no
6 issues with it, because they had addressed this in a prior
7 hearing, but it's a mathematical impossibility because it's
8 a five and a quarter interest only ten year fixed and it
9 moves to an adjustable. So nobody could qualify for it.

10 THE COURT: That's what we start with, correct?

11 MS. REECE: Actually I kind of put them in my
12 memorandum in reverse order the way I usually think. I just
13 wanted to get that one out. HAMP Tier One is the one that
14 you start with, which is the normal waterfall.

15 And essentially it is our contention that the
16 Glassburns could have qualified for that had there been
17 transparency in the prior four years that they had dealt
18 with Wells Fargo. When it comes to investor restrictions as
19 Your Honor knows they're very difficult to discover.

20 And throughout the process Mr. Donovan, as
21 Mrs. Donovan's authorized third party contributor of the
22 household persistently and consistently asked what the
23 guidelines for the investor guidelines were, which
24 ultimately they started their loss mitigation process in end
25 of the summer of 2009, had received the trial payment plan.

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 Wells Fargo accepted 11 trial payments, then returned the
2 last two. It's my opinion that that trial payment was based
3 on a two percent full waterfall HAMP mod. And there is
4 evidence in discovery to show that.

5 So what happened thereafter is there was a series of
6 rejections that were nonsensical. And it's almost like
7 somebody woke up and read the guidelines and discovered
8 within Wells Fargo, wait, there's a restriction. So that
9 being said, the Glassburns had hired three separate legal
10 services throughout time to assist them. And it's our
11 belief that had they had the guidelines or knowledge of the
12 most blatant restriction, which would be the one to interest
13 rate.

14 There's two restrictions that this investor has, one
15 being to reduce the interest rate. That they will not
16 reduce the note rate. And the second one being that they
17 will not re-amortize the loan, but they will do Schedule a
18 K with a balloon over 40 years. So that doesn't really
19 effect the qualify. So it's essentially the five and a
20 quarter interest rate.

21 So it's our contention that under the National Mortgage
22 Settlement Act that requires transparency. First of all, we
23 believe good faith requires transparency. And we're not
24 certain why this information is so coveted by some of the
25 servicers and the investors. But it's our opinion and

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 within the National Mortgage Settlement it set out very
2 specific mandates for the behaviors that servicers are
3 supposed to observe, require it regarding servicing. And
4 that includes loss mitigation. And one is that that the
5 servicer shall disclose and provide accurate information for
6 borrowers relating to the qualification process and
7 eligibility for loss mitigation programs, that single points
8 of contact provide services that explain the programs for
9 which the borrowers are eligible.

10 And there was also under that settlement supposed to be
11 a loan portal set up by the five varying servicers that
12 gave -- as far as information on qualifying and programs. I
13 did a search as recently as a couple of days ago with Wells
14 Fargo, and they participate in Hope Loan Portal Equator,
15 which are essentially information submissions and check the
16 status of your loan. But there's nothing of content
17 relative to the programs on that.

18 So it's our opinion and my belief that had the five and
19 a quarter restriction been disclosed then the Glassburn file
20 would have been able to qualify. And the reason for that is
21 because Mr. and Mrs. Glassburn are not both on the note.
22 Only Mrs. Glassburn is on the note. So therefore, Donovan
23 falls into what they call an occupying contributor to the
24 household. So essentially I call those the most flexible to
25 obtain modifications for, because if you can obtain the

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 criteria, the rates -- and HAMP's very simple, publicly
2 available, and that's easy. So you can apply waterfall
3 guidelines and then use as much income as you need so they
4 stipulate.

5 Donovan stipulated an amount of \$8,500 as his
6 contribution just arbitrarily. Wells Fargo verified 11,900.
7 And they went through these very laborious calculations that
8 even had the investor restriction been applied in the rest
9 of the waterfall they still would have qualified for a loan
10 modification, but by a very narrow margin, like by a few
11 dollars, maybe 15, 20. And within two months after that
12 denial that window was closed, because you'll never be able
13 to capitalize that much arrearage again and reduce the
14 payment.

15 So HAMP Tier Two you have a ten percent requirement to
16 drop the payment. Tier One a dollar counts. So we
17 believe -- and the reason that the letter from the Attorney
18 General's office was attached is because we're showing that
19 the private right of action does exist in South Carolina, at
20 least under the Unfair Trade Practices Act. And failure to
21 adhere to the requirements of that settlement is certainly a
22 violation of that act. We believe the lender has injured
23 the borrower. And we believe the lack of transparency
24 injures the public at large.

25 The other exception that we take is it's very obvious

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 that the loan would have qualified but for the restriction.
2 It would have comfortably qualified with a much lower
3 payment. The problem is is that Wells Fargo did not follow
4 the HAMP procedures. And the HAMP procedures require that
5 when there is an investor restriction, the verbatim read of
6 the requirement is they have to have evidence in the file of
7 the investor restriction.

8 And the documentation must show that the servicer made
9 a reasonable effort to seek a waiver from the investor and
10 whether that waiver was approved or denied. Information on
11 those waivers was requested specifically in discovery. And
12 it was not produced. So the request for the waiver was not
13 produced to us.

14 That being said, when we originally found out about the
15 investor restriction four years into it only by happening to
16 call HAMP Solution Center, HAMP Solution Center had recorded
17 in their findings that they found that an investor, that the
18 request for restriction to be waived had been made. They
19 also said however that there was no communication returned
20 regarding that. There was no response.

21 So I called HAMP Solution last week and spoke to the
22 counselor, agent, whoever owned the file and asked him the
23 question. I said, I didn't get one. What do you have? He
24 reported that he had a request that they had sent in May of
25 2012. Now, granted our underwriting is in April of 2013.

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 They had sent it, and it was sent to an entity by the name
2 of Wells Fargo Corporate Trust. Well, Wells Fargo Corporate
3 Trust is not the investor, quite obviously because this is
4 US National Bank as trustee for the holders of the Bearer
5 Sterns Securitized Trust.

6 So to our mind those two items, the lack of
7 transparency, he would have been able to qualify. He had
8 professionals. They know how to punch a calculator just
9 like I do. And the slowness that this entire process has
10 taken has precluded them from ever being able to qualify
11 again, because now both formulas become a mathematical
12 impossibility, unless the restriction is lifted or waived.

13 THE COURT: Is it your experience that usually in
14 a interest only loan there are restrictions like that?

15 MS. REECE: It's my experience that more commonly
16 you're going to find interest only or a securitized trust to
17 have a restriction. But I'm also familiar with the fact
18 that when we have investors -- I have files, brief files
19 within this Court right now that are in temporary
20 modifications that I sat there and waited for like a few
21 weeks while they went to the investor to ask for exceptions.
22 I don't know that they were restrictions necessarily,
23 restrictions or guidelines. I mean, certainly they may not
24 have been written and etched out in pooling and servicing
25 agreement, but that's the procedure that I'm used to with

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 your more efficient servicers.

2 THE COURT: Any response to that, Mr. Gwynne?

3 MR. GWYNNE: Yes, briefly, Your Honor. First of
4 all, the Court's already ruled that we're talking about the
5 2013 modification, not the 2009 modification.

6 THE COURT: Right.

7 MR. GWYNNE: And I guess I'm having a little
8 trouble understanding Ms. Reece's analysis. She's saying if
9 the borrowers had information some time in the past that
10 would have -- I don't quite understand what she's saying in
11 terms of they had information in the past that would have
12 qualified them.

13 And the National Mortgage Service Settlement, the first
14 time I heard about it was when I looked at the brief this
15 morning. I didn't know that was an issue today. And I
16 don't know the ins and outs of that. It's from 2012, so
17 obviously if Ms. Reece is bringing up stuff from 2009, that
18 agreement wasn't even in place.

19 This issue with the investor restrictions, according to
20 the document my client produced, which is sort of a summary
21 of the restrictions, basically a question and answer type
22 thing. Talks about interest rate being changed, that type
23 of thing. It says if consent is required to do a
24 modification on loans who is it required from? It says
25 master servicer. And master servicer is Wells Fargo Bank

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 NA. So it appears that US Bank has somehow delegated that
2 authority to Wells Fargo. I've given Ms. Reece everything
3 I've gotten from my client regarding that issue.

4 And I think Ms. Reece has essentially admitted that
5 based on the financials the borrowers did not qualify for
6 HAMP review in 2013. What appears she's saying is that
7 either two things, one, we didn't use the correct income,
8 which I didn't hear that before today. And number two is,
9 essentially I think she's saying that because Wells Fargo
10 waited so long the amount that had to be recapitalized was
11 great. I think that's what she's saying.

12 And obviously these documents detail what was
13 recapitalized. It's been three and a half years. Obviously
14 you're going to have a lot of interest, a lot of other
15 charges on the loan. The Glassburns had not brought any
16 money to the table, which obviously would have reduced that
17 amount. It's been three and a half years. They didn't say
18 oh, we have 40,000, 50,000 we've been saving to put towards
19 it. So obviously my client used the figures that they're
20 allowed to recapitalize based on the HAMP Guidelines, and
21 that's what they did. So it's interesting there's no
22 dispute about the 2013 review. They're not disputing those
23 facts that they do not qualify for HAMP.

24 THE COURT: Any response?

25 MS. REECE: Well, first of all, we vehemently

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 dispute the fact what is contained in that discovery is
2 evidence of a request of a waiver. I spent a good deal of
3 time on that. And it's supposed to be addressed to an
4 investor.

5 That is some sort of internal dialog. And there's a
6 date somewhere on it like 2010. It says Q, A, Q, A, but
7 it's nonspecific. Some of the Qs are silent for answers.
8 It is not what was contemplated by HAMP. Otherwise I don't
9 know that we would, that the guidelines would require
10 whether the waiver was approved or denied. Nothing in there
11 says denied. It says may, may not. But it's nothing
12 specific to the Glassburn file or specific parameters. So
13 Your Honor, feel free to review that. And hopefully
14 somebody can tell me what it is.

15 And we do dispute the 2013 review. We dispute the 2013
16 reviews as much as we dispute the ones before, because if
17 anybody had told the Glassburns after multiple attempts to
18 acquire the information, I have a letter here from Donovan
19 written to plaintiff's counsel back in January of 2011. And
20 it delineates all the times that he's tried to understand
21 the guidelines of the program.

22 HAMP guidelines are widely accessible to the public,
23 and you can read about them all day long. Wells Fargo is a
24 HAMP servicer, so the Donovan household had enough income to
25 afford a modification. And had they known of the investor

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 restriction they would have been able to get one. Had the
2 investor been requested to make a waiver, we don't know.
3 It's quite possible that they could have received one, at
4 least that's been my experience.

5 THE COURT: The Court's ruling. In 2009 and in
6 2011 the Chief Justice issued her order requiring further
7 review for loan modifications and/or loss mitigation. The
8 2009 order was addressed to HAMP. The 2011 order was
9 addressed to any type of loss mitigation program that could
10 be used. The criteria the Court put into place for review
11 of that is a good faith effort to do so. This Court has on
12 a number of occasions held hearings on just that issue.

13 It's this Court's conclusion of law that this HAMP
14 Administrative Order and the 2011 Administrative Order do
15 not create a private cause of action in this state. It was
16 designed to require that the banks go through the process of
17 what has happened, what the Court finds has happened here.
18 I find that this Court is not free to substitute it's
19 judgment for that of the lender when they have acted within
20 their discretion. It's akin to the business judgment rule.

21 So what is significant about this case, the Court finds
22 what's significant about this case, I have found very few,
23 if any interest only loans modifiable. It may happen. They
24 may exist, but as a general rule if you have borrowed and
25 you're paying no -- just to me it just makes common sense.

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

1 If you're borrowing money and you're only paying back
2 interest virtually ever loan modification I've ever seen
3 requires payment of both principal and interest. And in
4 order to pay back interest and principal it seems to make
5 sense to me that you're going to be paying more, especially
6 if the interest rate's not modifiable.

7 So I'm going to find that there has been a reasonable
8 effort and good faith effort to qualify the Glassburns for
9 both the HAMP and the in house modification. And
10 accordingly I'm going to grant the Motion to Lift the Stay.
11 And the foreclosure may proceed. As to the Motion for
12 Sanctions I'm going to deny that motion as well. I don't
13 think that's going to get us where we need to go.

14 MR. HALLER: Your Honor, we also have pending a
15 Motion to Amend which you held in abeyance.

16 THE COURT: All right. Let's hear it.

17 MR. HALLER: Your Honor, our Motion to Amend is to
18 add a jury claim against Wells Fargo, excuse me, against US
19 Bank based on the 2009 modification and the failure of Wells
20 Fargo to abide by that.

21 THE COURT: That would be denied. Based upon the
22 ruling I just gave I don't think you've got that cause of
23 action.

24 MR. HALLER: Thank you, Your Honor.

25 (Hearing concluded at 10:30 o'clock a.m.)

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

122

1 STATE OF SOUTH CAROLINA)

2 : C-E-R-T-I-F-I-C-A-T-E

3 COUNTY OF DORCHESTER)

4 I, Stacey L. Scoggan, Court Reporter and Notary Public,
5 certify that I did have The Honorable Judge Mikell
6 Scarborough to appear before me at 10:00 o'clock a.m. on
7 Monday, June 2, 2014, at the Charleston County Courthouse,
8 100 Broad Street, Suite 266, Charleston, South Carolina;
9 that the witness was sworn and cautioned to tell the truth,
10 the pages constitute a true and accurate transcript of the
11 testimony given at that time and place.

12 I further certify that I am not of counsel or kin to
13 any of the parties to this cause of action, nor am I
14 interested in any manner in its outcome.

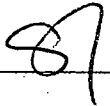
15 IN WITNESS WHEREOF, I have hereunto set my hand and
16 seal this the 4th day of August, 2014.

17

18

19

20


Stacey L. Scoggan

21

Notary Public for South Carolina

22

My Commission Expires: February 23, 2021

23

24

25

Ray Swartz & Associates
1-800-822-8711
Professional Court Reporters

123

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

US Bank National Association, as trustee
for the holder of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates,
Series 2005-4,

Plaintiffs,

vs. CASE NO. 2010-CP-10-10122

Anne B. Glassburn, Donivon D. Glassburn;
The Bank of New York Indenture Trustee
on behalf of the Note Holders, CWEQ
Revolving Home Equity Loan Trust Series
2007-A Trust; Tideland Bank; Atlantic
Bank and Trust,

Defendants.

Hearing before the Honorable Mikell R.
Scarborough, reported by Christine A. Smith, Court
Reporter and Notary Public, on December 2, 2014 at
9:37 a.m. at 100 Broad Street, Charleston, South
Carolina.

COPY

Christine A. Smith, Court Reporter
Master-in-Equity
P.O. Box 30276
Charleston, South Carolina, 29417
(843) 958-5071
casmith@charlestoncounty.org

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF:

3 Charles S. Gwynne, Esq.
4 Rogers Townsend and Thomas
5 220 Executive Center Drive
6 Synergy Business Park
7 Columbia, SC 29210
8 (803) 771-7900
9 Charlie.gwynne@rtt-law.com

7 ATTORNEYS FOR THE DEFENDANT:

8 Amanda Reece, Esq.
9 Reece Law Firm, LLC
10 871 Low Country Boulevard
11 Suite 200
12 Mt. Pleasant, SC 29464

12 David K. Haller, Esq.
13 Haller Law Firm, PC
14 115 River Landing Drive
15 Suite 102
16 Charleston, SC 29492
17 (843) 849-1384
18 Dhaller@hallerlawfirm.com

1 (PLF. EXH. #1, Fees, were marked for
2 identification and later moved into evidence.)

3 (PLF. EXH. #2, Adjustable Rate Note, was
4 marked for identification and later moved into
5 evidence.)

6 (PLF. EXH. #3, Mortgage, was marked for
7 identification and later moved into evidence.)

8 (PLF. EXH. #4, Default Assignment, was marked
9 for identification and later moved into evidence.)

10 (PLF. EXH. #5, Loan History, was marked for
11 identification and later moved into evidence.)

12 (PLF. EXH. #6, Letter, was marked for
13 identification and later moved into evidence.)

14 (PLF. EXH. #7, Affidavit of Attorney Fees, was
15 marked for identification and later moved into
16 evidence.)

17 P R O C E E D I N G S

18
19 THE COURT: This is the case of US Bank
20 Association versus Glassburn. The case number is
21 2010-CP-10-10122. The matter is set for trial today.
22 Present for the Plaintiff is Mr. Charlie Gwynne from
23 the Rogers, Townsend, and Thomas firm out of
24 Columbia. For the Defendants, the Glassburns, is
25 Mr. David Haller and Ms. Amanda Reece.

1 I got handed a Motion for Continuance just
2 before we started in here. It looks like that either
3 just got filed or just got handed up. I wasn't sure
4 which.

5 MS. REECE: Just filed.

6 THE COURT: I will hear you on any pre-trial
7 matters, but I'm assuming the Plaintiff is ready to
8 go; is that right?

9 MR. GWYNNE: Yes, Your Honor. We're ready to
10 go.

11 THE COURT: All right. Ms. Reece?

12 MS. REECE: Your Honor, we are requesting a
13 continuance to the proceedings today, and in the
14 alternative to hold any rulings in favor of the
15 Plaintiff in abeyance for a period of time to
16 evaluate a loss mitigation package.

17 As Your Honor may or may not recall this loan
18 product had difficulties in achieving affordability
19 under making home affordable because it was an
20 Interest-Only 10/1 ARM fixed for the first ten years.
21 It was at 5 1/4 percent, and there was an investor
22 restriction to reducing the interest rate. Effective
23 as of March 1, 2015, that ten years expires and
24 begins amortizing. It moves to a one-year
25 adjustable. That rate has been disclosed to the

1 Glassburns to be 2.875 and an amortizing payment is
2 roughly around \$4,100.

3 So it's our position -- well, first of all,
4 under HAMP guidelines once you're within 120 days of
5 the reset date then they're required to use the new
6 terms of amortization and interest rate as far as
7 evaluating for loss mitigation or for modification,
8 and it's our position that they qualify.

9 It is further our position that the consumer
10 financial protection bureau promulgates rules
11 regarding mortgage servicing and that the Plaintiff
12 may not -- is to take all steps reasonable to prevent
13 a judgment of foreclosure at this point in time.

14 Had that application been able to have been
15 submitted prior to filing the motion it is our
16 understanding that they would have been prevented
17 from filing for a final hearing. However, given the
18 timing of the reset date we could not submit an
19 application until this point in time. So we would
20 ask the Court to continue the proceedings for those
21 purposes.

22 THE COURT: Mr. Gwynne?

23 MR. GWYNNE: Your Honor, good morning. The
24 Plaintiff obviously opposes the motion. This case is
25 coming up on four years old. There have been

1 multiple previous reviews and denials in this case.
2 Additionally, the CFPB regulations talk about a
3 complete packet being submitted. Ms. Reece seems to
4 think that a complete packet has been submitted. My
5 client has not confirmed a completed packet has been
6 submitted.

7 My understanding is a complete packet is at
8 the discretion of the servicer. I received these
9 documents in my e-mail at about 4:30 on the day
10 before Thanksgiving. I didn't actually see them
11 until Sunday. I sent them to my client yesterday,
12 but I have no indication that a complete packet was
13 even been submitted.

14 Additionally this 37-day rule, that Ms. Reece
15 is talking about, deals with 37 days before a
16 scheduled sale date. There's no scheduled sale date
17 in this case. That's not grounds to stop this
18 foreclosure from proceeding. Just submitting a
19 packet -- the CFPB stands for the principal that
20 submitting a packet can delay foreclosure then
21 foreclosure will never occur. The borrower will just
22 keep submitting packets right before the trial which
23 has happened here.

24 Additionally, the borrower is not even in the
25 courtroom today. She's not even shown up in Court

1 here to ask for this continuance and the relief that
2 they're seeking. Ms. Glassburn is the only borrower
3 on this loan. So we obviously oppose this motion and
4 ask to move forward today.

5 THE COURT: All right. I'm going to deny the
6 motion. I'm going to allow the Plaintiff to move
7 forward today. I don't know that I'm going to give
8 you an answer today, but I'm going to deny the
9 continuance request and let's just get to the
10 substance of the matter. Okay? Very good.

11 Any other matters we need to take up?

12 MR. HALLER: Your Honor, we filed a Motion to
13 Reconsider your order lifting the stay in June. It
14 has not yet been heard. In light of your just issued
15 order we would rely upon the writings of the motion
16 and ask Your Honor to reconsider your prior motion --
17 excuse me -- your prior order.

18 THE COURT: Do you want to go into that in
19 more detail?

20 MR. HALLER: Your Honor, if you recall we had
21 a quite lengthy proceeding that brought us before you
22 at least three times on the Plaintiff's Motion to
23 Lift the Supreme Court Stay of this based upon our
24 belief that Wells Fargo intentionally did not apply
25 the HAMP regulations in good faith.

1 Your Honor issued an order essentially
2 deciding that the business judgment rule applied in
3 HAMP modifications among other things. We
4 respectfully take some exception to the application
5 of the business judgment rule. The HAMP regulations
6 are mandatory. They're not subject to any kind of
7 discretion by the servicer. The business judgment
8 rule in and of itself is a rule that says that a
9 business operating on its own is entitled to exercise
10 its own judgment.

11 HAMP regulations do not allow that. It's a
12 formula. You plug in numbers here, you plug in
13 numbers there, and boom, something spits out. In our
14 view Wachovia -- excuse me -- Wells Fargo -- I'm
15 going to continue to make that mistake. I guess I'm
16 just dating myself.

17 THE COURT: It's all right.

18 MR. HALLER: Wells Fargo continues -- refused
19 to plug in the numbers. Had they provided as they
20 were required to do on the national foreclosure
21 settlement, its investor regulations --
22 Mr. Glassburn, who although is not on the note is on
23 the mortgage and is on the deed would have been able
24 to provide a figure of his income which would have
25 made the Glassburns eligible for a loan under the

1 HAMP modification guidelines.

2 That again, is not subject to the discretion
3 of Wells Fargo. In fact, we asked them point blank
4 in their request for admission regarding the use of
5 their discretion, and they denied the ability to use
6 their discretion. Because of that we believe the
7 stake should be in place, remain in place, and that
8 Wells Fargo should be required to put the Glassburns
9 back through a modification plan in good faith
10 applying HAMP modification rules.

11 We would rely on the four corners of our
12 motion. That's the sum and substance of it.

13 THE COURT: Mr. Gwynne?

14 MR. GWYNNE: Your Honor, just to reiterate our
15 previous arguments on this point, there's no private
16 right of action under HAMP, and the Court found in
17 its order on the motion that we -- that based on the
18 lengthy review process and all the information we
19 provided Wells Fargo, who is the servicer, acted in
20 good faith and has complied with Justice Toal's
21 orders from 2009 and 2011. We'll just reiterate
22 that, Your Honor.

23 THE COURT: So reading from the order I didn't
24 apply the business judgment rule would be my take on
25 that, but let me just read directly from the order.

1 The Court finds that the orders -- and these are
2 particularly the Chief Justice's orders from 2009 and
3 2011 orders which put administrative criteria into
4 the loss mitigation process -- to fact in good faith
5 in loss mitigation would be eligible mortgage loans.
6 The orders require lenders to review loans through
7 its normal loss mitigation processes and procedures.
8 That's, of course, separate and distinct from the
9 HAMP. The 2009 was a HAMP procedure, and 2011 was
10 internal loss mitigation procedures.

11 Then I read, the Court is not free to
12 substitute its own judgment when lenders have acted
13 within its discretion to deny a borrower for loan
14 modification. It's this Court's interpretation of
15 what the Chief Justice's 2011 order was, did they go
16 through the process. I don't read it to be this
17 Court that then makes that decision. It's on that
18 basis that the next sentence in the order reads, this
19 is akin to the business judgment rule.

20 The courts aren't in the business of making
21 those business judgments. The Court's in the
22 business of making sure that the process is followed,
23 and if the process is followed then due process is
24 considered to be done. That's the distinction that I
25 would make in the interpretation of this order.

1 Additionally, the Court finds that orders do
2 not create a private right of action for borrowers.
3 I'm not saying that I've applied the business
4 judgment rule, but I'm saying that at least my
5 interpretation of the Chief Justice's 2011 order is
6 that the Court is to mandate that this procedure be
7 put into place and to be followed, but that does not
8 then allow the Court to substitute its judgment for
9 that decision. That's just my take on that.

10 All right. So based upon that then I'm going
11 to deny that request as well. I'll deny the stay.
12 That order was from June 30, 2014 that I was reading
13 from. I think, if I'm not mistake, is that the one
14 that went up on appeal and then came back?

15 MR.HALLER: Yes, sir.

16 THE COURT: Okay.

17 MR.HALLER: And just to make sure the record
18 is clear, Your Honor, there were a number of issues
19 that we asked Your Honor to reconsider. The issue
20 that we filed the appeal upon was Your Honor's
21 decision not to allow us to amend our Complaint to
22 include the jury trial demand. That is what went up.
23 We can respectfully ask Your Honor to reconsider
24 that. I understand you ruled on that.

25 THE COURT: All right. Very good. Thank you,

1 sir. Mr. Gwynne? Any matters from the Plaintiff's
2 side?

3 MR. GWYNNE: No, Your Honor.

4 THE COURT: Are you ready to proceed?

5 MR. GWYNNE: Yes, Your Honor.

6 THE COURT: You may call your first witness.

7 MR. GWYNNE: Your Honor, the Plaintiff calls
8 Catherine Rindfleisch to the stand for Wells Fargo.

9 CATHERINE RINDFLEISCH,

10 being first duly sworn, testified as follows:

11 THE COURT: Give me your full name and address
12 for the record, please.

13 THE WITNESS: Catherine Rindfleisch, and the
14 address is 11200 West Parkland Avenue, Milwaukee,
15 Wisconsin.

16 THE COURT: Thank you, ma'am. Your witness.

17 MR. GWYNNE: That you, Your Honor.

18 EXAMINATION

19 BY MR. GWYNNE:

20 Q. Ms. Rindfleisch, what company do you work for?

21 A. Wells Fargo.

22 Q. Where is your company located?

23 A. In Milwaukee, Wisconsin.

24 Q. And what is your job title at Wells Fargo?

25 A. I am a loan verification analyst.

1 Q. What are some of your duties?

2 A. I'm responsible for reviewing case loans in
3 default and providing witness testimony at judgment
4 hearings.

5 Q. And are you authorized to testify on behalf of
6 your company at today's hearing?

7 A. Yes, I am.

8 Q. Is Wells Fargo the loan servicer for this
9 loan?

10 A. Yes, we are.

11 Q. In the ordinary course of its business does
12 Wells Fargo maintain records for the mortgage loans
13 that it services including this one?

14 A. Yes.

15 Q. As part of your job duties are you familiar
16 with those records maintained by the company
17 including the records for this loan?

18 A. Yes, I am.

19 Q. Do you have personal knowledge of this
20 mortgage loan based on your review of the records?

21 A. Yes, I do.

22 Q. Let me show you some exhibits that have been
23 marked as Plaintiff's 2 and 3. Is Exhibit 2 a copy
24 of the note in this case?

25 A. Yes, it is.

1 Q. And according to the note who is the borrower?

2 A. Anne Glassburn.

3 Q. And when was the note signed?

4 A. March, 4, 2005.

5 Q. And according to the note who is the original
6 lender?

7 A. Wells Fargo Bank.

8 Q. Does the note cover the property address of
9 46 Hopetown Road in Mt. Pleasant, South Carolina?

10 A. Yes, it does.

11 Q. At the time the note was signed what was the
12 principal balance due on the note?

13 A. 665,000.

14 Q. Is this note an interest-only note for the
15 first ten years of the note?

16 A. Yes, it is.

17 Q. And is the note endorsed to US Bank National
18 Association as Trustee.

19 A. Yes, it is.

20 Q. Is Wells Fargo in physical possession of the
21 note?

22 A. Yes.

23 Q. And it's here in the courtroom today; is that
24 correct?

25 A. Yes, it is.

1 Q. On the same day that the note was signed did
2 the borrower give a mortgage which has been marked as
3 Plaintiff's Exhibit 3?

4 A. Yes.

5 Q. So the mortgage was signed on March 4, 2005?

6 A. Yes, it was.

7 Q. And it covers the property address?

8 A. It does.

9 Q. And does the mortgage constitute a first
10 mortgage lien on the property?

11 A. Yes.

12 Q. And who signed the note and mortgage?

13 A. Anne Glassburn and Donivon Glassburn.

14 Q. Let me show you what's been marked as
15 Plaintiff's Exhibit 4. Is that a copy of an
16 assignment of mortgage?

17 A. Yes, it is.

18 Q. Does the assignment of mortgage assign the
19 mortgage from the original lender to the Plaintiff?

20 A. Yes, it does.

21 Q. And that's been recorded with the Charleston
22 County Register of Deeds; is that correct?

23 A. Yes, that's correct.

24 Q. So the Plaintiff is the current owner of the
25 note and mortgage?

1 A. Correct.

2 Q. Did the borrower eventually fail to make her
3 payments and go into default of the terms of the note
4 and mortgage?

5 A. Yes, she did.

6 Q. Now, in the ordinary course of its business
7 does Wells Fargo maintain an electronic payment
8 history for this loan?

9 A. Yes, we do.

10 Q. Does that payment history record credits and
11 charges to the loan?

12 A. It does, yes.

13 Q. And are those recorded at or near the time
14 those credits or charges occurred?

15 A. Yes, they are.

16 Q. And have you reviewed the payment history for
17 this loan?

18 A. I have.

19 Q. What's been marked as Plaintiff's Exhibit 5 is
20 that a copy of the payment history in this case?

21 A. Yes, it is.

22 Q. And according to the payment history did the
23 borrower fail to make her payment that was due on
24 December 1st, 2009?

25 A. Yes.

1 Q. As a result of failing to make that payment
2 was a demand letter sent to the borrower?

3 A. Yes, it was.

4 Q. Is this the copy of the demand letter that's
5 been marked as Plaintiff's Exhibit 6?

6 A. Yes, it is.

7 Q. What is the date of the demand letter?

8 A. 1/3/2010.

9 Q. Now, does the borrower owe a certain sum of
10 money to the Plaintiff?

11 A. Yes.

12 Q. Have you reviewed the records of the Plaintiff
13 to determine what that amount is?

14 A. Yes, I have.

15 Q. Let me show you what's been marked as
16 Plaintiff's Exhibit 1. Does Plaintiff's Exhibit 1
17 contain a summary of the charges due in the support
18 of the business records?

19 A. It does, yes.

20 Q. And did my firm prepare the summary but you
21 reviewed it?

22 A. That's correct, yes.

23 Q. And that's an accurate summary of the charges
24 due on the account?

25 A. Yes, it is.

1 Q. Can you tell the Court what the amount due is;
2 for example, what's the current principal?

3 A. Yes. The total due would be \$875,258.82.

4 Q. And of that amount how much is principal?

5 A. Let's see.

6 Q. Is it at the top of the page, the first
7 number?

8 A. I'm sorry. \$665,000.

9 Q. And what is the interest due?

10 A. \$177,583.44.

11 Q. What about late charges?

12 A. \$3,200.34.

13 Q. What about escrow advances?

14 A. \$28,700.04?

15 Q. What about property inspections?

16 A. \$505.

17 Q. And BPOs?

18 A. 270.

19 Q. And that totals \$875,258.82?

20 A. Yes, that's correct.

21 Q. And does the Plaintiff ask for reasonable
22 attorney's fees and costs of this action to be added
23 to that amount?

24 A. Yes.

25 MR. GWYNNE: Your Honor, Plaintiff moves

1 Exhibits 1 through 6 into evidence.

2 THE COURT: Any objection?

3 MR. HALLER: Without objection.

4 MR. GWYNNE: No further questions, Your Honor.

5 THE COURT: Mr. Haller?

6 EXAMINATION

7 BY MR. HALLER:

8 Q. I'm sorry, ma'am. Could you tell me how to
9 pronounce your name?

10 A. Catherine Rindfleisch.

11 Q. Rindfleisch?

12 A. Yes.

13 Q. I want you to look at Plaintiff's Exhibit 5,
14 the payment history. Can you tell me how to read
15 this, please?

16 MR. HALLER: Your Honor, may I stand next to
17 the witness?

18 THE COURT: Sure.

19 THE WITNESS: Well --

20 Q. (BY MR. HALLER) If you would just start here
21 at the bottom where it says, date. It says, due
22 date. I just want to know what date means what?

23 A. This process date would be the date that we
24 actually received a payment, and due date is the date
25 it was applied to.

1 Q. And then I guess the column where it says,
2 amount received, is what was actually paid?

3 A. Correct.

4 Q. And what was processed?

5 A. That's correct.

6 Q. Now, I think what your testimony was is that
7 the default date was December 1, 2009; was that your
8 testimony?

9 A. That's correct, yes.

10 Q. Can you show me that date in the payment
11 history?

12 A. Yes. This was the -- this is the default date
13 (indicating).

14 Q. I'm looking up here a little further up the
15 page that says, 12-09 08-03. Can you tell me what
16 that means? It's page number -- from the Exhibit
17 No. 5 at the very top and it says, 64759. What does
18 that mean?

19 A. I'm not exactly sure. It's just the page
20 number of the payment history.

21 Q. Just for purposes of the record we're talking
22 about 64759. Tell me about this payment here, 2170.
23 What does that mean?

24 A. Correct. It was a payment that was sent in.

25 Q. And it says there 12-09?

1 A. 12-09, correct. This is the date that it was
2 sent in.

3 Q. Which is what?

4 A. 08-03.

5 Q. And so I don't -- tell me. If there's a
6 payment due 12-09 and they made a payment 08-03 --
7 08-03 is August, right?

8 A. Right.

9 Q. And August is before December?

10 A. This would August of 2010.

11 Q. How do you know that?

12 A. Because it's got the date at the top which is
13 12/31/10?

14 Q. So the document you're reading from doesn't
15 show the default date. I want to see on the payment
16 history where there's a default date?

17 A. Right there (indicating).

18 Q. No, ma'am.

19 A. 12/2009.

20 Q. I want you to show me where in the payment
21 history where the first date is that no payment was
22 made in December of 2009?

23 A. Well, it was -- that was the last payment that
24 was received.

25 Q. You're looking at documents from 2010. I want

1 you to show me in the payment history documents
2 that -- does this exhibit include payments from 2009?

3 A. It does.

4 Q. Show me in Exhibit No. 5 where there is a lack
5 of a payment in December of 2009 from the documents
6 from 2009.

7 A. Well, it's going to show -- they were on a
8 trial plan at that time.

9 Q. Oh, so they weren't in default in December of
10 2009?

11 A. They were in default.

12 Q. Wait a minute. You gave them a trial plan,
13 but you're going to put them in default for being in
14 the trial plan; is that your testimony?

15 A. They didn't pay the loan current.

16 Q. Were they in an executed trial plan?

17 A. They were in a trial plan.

18 Q. So in December of 2009 they weren't in
19 default, were they?

20 A. They were in default.

21 Q. Did they have a trial plan?

22 A. They did.

23 Q. But the trial plan didn't count?

24 A. Well, you're still in default unless you pay
25 the loan current even if you're in a trial plan.

1 Q. So what's the first date they didn't make a
2 payment?

3 A. Well, prior to going on the trial plan the
4 last payment received was 7/30/09, so after that all
5 the payments that were made were trial plan payments.

6 Q. So in July of '09 -- the first date they did
7 make the payment was in August of '09?

8 A. Correct.

9 Q. Now, did you -- did they make their payment in
10 September of '09?

11 A. They did not.

12 Q. How about October?

13 A. October, yes.

14 Q. And is that the first payment of the trial
15 payment?

16 A. Correct.

17 Q. So in October they're making trial payment
18 plans, but Wells Fargo decides they're going to call
19 them in default in December; is that right?

20 A. Correct. Because the trial payment plan would
21 then apply to the loan which brought them to the
22 current default date of December of 2009.

23 Q. Do you know how they got in default? Did you
24 look at the records and any conversations that
25 occurred between the borrower or anybody on her

- 1 behalf in Wells Fargo?
- 2 A. In regards to what their hardship was?
- 3 Q. Yes, ma'am, if they had one.
- 4 A. I believe they were entrepreneurs and their
- 5 business failed or something of that nature.
- 6 Q. And Wells Fargo then told them that the only
- 7 way they could get a modification is by going in
- 8 default, right?
- 9 A. No. We do not tell customers that.
- 10 Q. Your testimony under oath here today is that
- 11 nobody at Wells Fargo has ever told anybody that they
- 12 had to be in default before they could get a
- 13 modification?
- 14 A. It's not a regular business practice. That's
- 15 all I can speak to.
- 16 Q. And you've never heard anybody say that?
- 17 A. Personally, no.
- 18 Q. And you've never told anybody that?
- 19 A. No.
- 20 Q. And do you know Anne Glassburn?
- 21 A. No, I do not.
- 22 Q. Do you know Donivon Glassburn?
- 23 A. No.
- 24 Q. Have you ever seen their signatures?
- 25 A. Just on the note.

1 Q. Do you know --

2 A. And the mortgage.

3 Q. Do you --

4 A. I don't know them personally. I wasn't there
5 when they signed it.

6 MR. HALLER: Thank you. Nothing further, Your
7 Honor.

8 MR. GWYNNE: Brief redirect, Your Honor?

9 THE COURT: Sure.

10 EXAMINATION

11 BY MR. GWYNNE:

12 Q. Ms. Rindfleisch, just to be clear, the
13 December 1, 2009 date, that's the date that the last
14 regular payment -- they're due for December 1, 2009,
15 correct?

16 A. Correct.

17 Q. So the last regular payment made on the
18 account would have been November 1, 2009; is that
19 correct?

20 A. Not the regular payment, no, because they were
21 on a trial plan prior to that.

22 Q. That's correct. But when all those trial plan
23 payments were applied to the loan it brought them
24 current?

25 A. Yes.

1 Q. And due for December 1, 2009; is that correct?

2 A. Correct.

3 Q. Are you aware of the trial plan that was
4 assigned in this case?

5 A. Yes, I am.

6 Q. Let me show you a document that's entitled,
7 Home Affordable Modification Program. Can you look
8 on Bates label Page 1266, Paragraph E? Can you read
9 that into the record for me, please?

10 A. Yes, I can. Paragraph E states that when the
11 lender accepts payments during the trial period, it
12 will be without prejudice to and will not be deemed a
13 waiver of the acceleration of the loan or foreclosure
14 action and related activity and shall not constitute
15 a share of my default under the loan documents unless
16 such payments are sufficient to completely cure my
17 entire default under the loan documents.

18 Q. And according to the next page Ms. Glassburn
19 signed that and agreed to these terms; is that
20 correct?

21 A. She did, yes.

22 MR. GWYNNE: No further questions, Your Honor.
23 Thank you.

24

25

EXAMINATION

BY THE COURT:

Q. At the very end of that you said, unless the payments are sufficient to bring the account current?

A. Correct.

Q. Do you know, what's the date of the trial plan modification?

A. The payments were due -- the first payment was due 11/1/09, the second was due 12/1/09, and the last payment was 1/1/10.

Q. And were each of those payments made?

A. They did make those payments, yes.

Q. And then what happened?

A. And then the loan went into the final loan modification review and what happened was that they didn't send in all the required documents that were needed to finalize the modification so it was denied at that time.

Q. So what I hear you saying is they made the trial plan payments?

A. They did make the trial payments, yes.

Q. But when they were considered for final loan modification review that was denied on the basis of lack of documentation; is what I'm hearing you say?

A. That's correct, yes.

1 Q. And when was that decision made?

2 A. I would need to see the notes. I don't know
3 the exact date off the top of my head. I think it
4 was --

5 Q. Sometime in the 2010 timeline?

6 A. I believe it was June of 2010 that the actual
7 denial was taking place, but I don't know for sure.

8 THE COURT: Okay. Any follow up to my
9 questions, Mr. Gwynne or Mr. Haller?

10 MR. GWYNNE: No, Your Honor.

11 MR. HALLER: No, sir.

12 THE COURT: Very good. I don't have any
13 further questions. Thank you.

14 (Witness excused.)

15 THE COURT: Did we get the full amount of the
16 debt? What was the full amount of the debt?

17 MR. GWYNNE: The full amount is \$875,258.82,
18 however, that does not include my attorney's fees.
19 The total amount we're seeking is \$905,085.66, and
20 I've marked my original affidavit of attorney's fees
21 as Exhibit 7 for the record. That total is
22 \$29,826.84.

23 THE COURT: Anything further then from the
24 Plaintiff?

25 MR. GWYNNE: No, Your Honor. I'll just put on

1 the record that Plaintiff is seeking the earliest
2 possible sale date. Deficiency has been waived.
3 I've already stated the total amount of the judgment
4 we're seeking, and I have a proposed order for the
5 Court if the Court will consider it.

6 THE COURT: Very good. Okay. Plaintiff
7 rests. Mr. Haller?

8 MR. HALLER: Your Honor, the Defendants call
9 Donivon Glassburn.

10 THE COURT: Mr. Glassburn, come on up.

11 DONIVON GLASSBURN,

12 being first duly sworn, testified as follows:

13 THE COURT: Give me your full name and address
14 for the record, please?

15 THE WITNESS: Donivon DeWitt Glassburn,
16 46 Hopetown Road, Mt. Pleasant, South Carolina,
17 29464.

18 THE COURT: Very good. Thank you, sir.
19 Mr. Haller?

20 MR. HALLER: Thank you, Your Honor. May it
21 please the Court?

22 EXAMINATION

23 BY MR. HALLER:

24 Q. Mr. Glassburn, tell the Judge a little bit
25 about the people who live in the Hopetown Road

1 property?

2 A. It's myself and my wife, Anne, and my
3 daughter, Courtney. Part of the reason Anne couldn't
4 be here today is my daughter -- she and my daughter
5 have the flu, and also, my wife is just too emotional
6 about this whole situation, so she would be crying
7 the entire time probably.

8 THE COURT: I understand.

9 Q. (BY MR. HALLER) In terms of your interactions
10 with Wells Fargo on behalf of the -- let me back you
11 up a second. Both you and Ms. Glassburn are on the
12 deed to the house?

13 A. Correct.

14 Q. And both you and Ms. Glassburn are on the
15 mortgage to the house?

16 A. Correct.

17 Q. Even though Ms. Glassburn is the only signer
18 to the note?

19 A. Correct.

20 Q. In terms of interactions regarding the matter
21 we're here about today with Wells Fargo, who is the
22 individual in the Glassburn home who had all the
23 interactions with Wells Fargo?

24 A. It's always been me just because I've got --
25 just the experience of the loan. I'd always dealt

1 with that and she just, frankly, gets too emotional
2 with it.

3 Q. I understand. Tell us a little bit -- you've
4 heard some of the testimony a few moments ago about
5 the trial plan. How did that come to be?

6 A. Back in -- in 2008 when the bottom dropped out
7 of the economy also my business suffered quite a bit
8 shortly after that in January. So it was October and
9 November: My business was failing, and in January my
10 father passed away. I'd heard about this because
11 mortgage broker, John Zook, he helped my mom and I do
12 a loan modification for their home so my mom would be
13 set up and she could live there and had no problems
14 at all.

15 It was a very pleasant experience working with
16 Bank of America doing that. We got that taken care
17 of in three to four months or whatever. During that
18 time I was suffering some serious financial problems
19 and having troubles. I had been fine with Wells
20 Fargo. I had never had a late payment up until then.
21 I had a perfect payment record. So John Zook was
22 trying to help me out because I had talked to him
23 about my financial situation and he recommended we
24 try to do a loan modification.

25 So we contacted Wells Fargo multiple times

1 beginning in March and April of 2009. They
2 repeatedly told us that they would not talk to us
3 about a loan modification unless we were in default,
4 we did not make our payments on the house. So we
5 finally --

6 Q. I don't mean to interrupt you, Mr. Glassburn,
7 but I want to clarify that point. Was it your
8 understanding, based on the conversations you had
9 with Wells Fargo that you had to go in default and
10 should stop making payments on your loan in order to
11 get a loan modification?

12 MR. GWYNNE: Objection, Your Honor. That
13 would be hearsay, not admissible. We don't know who
14 this person is that's allegedly making this
15 statement, so it's hearsay.

16 MR. HALLER: It's a party opponent.

17 MR. GWYNNE: Your Honor, the party opponent,
18 when you're dealing with a corporation, the
19 individual making that statement the defense would
20 have to show that that person had the authority to
21 make that statement. Simply saying somebody at Wells
22 Fargo, a company that has tens of thousands of
23 employees, made a statement to him would be hearsay.
24 It's not as if you're in a wreck case and you can
25 point to the guy in Court and say, he told me this.

1 THE COURT: Lay a little more foundation, and
2 you might be able to get that in.

3 Q. (BY MR. HALLER) Tell me about the people that
4 you were speaking with at Wells Fargo.

5 A. Well, John Zook and I would call -- conference
6 call and speak with anybody -- any representative
7 that would essentially answer the phone at that time
8 to talk about trying to do a loan -- the loan
9 modification department had been created at that time
10 because of the financial instability.

11 Q. And in the course of those conversations with
12 the representative from Wells Fargo did they ask you
13 questions in order to get answers from you to
14 determines whether or not you might be eligible for a
15 loan modification?

16 A. No, they did not. They told us that in order
17 for them to talk to us we had to be late on payments,
18 and in default?

19 Q. Did they represent to you that if, in fact,
20 you were late on payments and in default that they
21 could then help you?

22 A. Yes, they did.

23 Q. And did somebody from Wells Fargo -- during
24 the course of those conversations when you were
25 getting information about whether you could receive a

1 loan modification tell you to stop making payments on
2 your loan?

3 A. Yes.

4 MR. GWYNNE: Your Honor, I'll just renew my
5 objection based on hearsay.

6 MR. HALLER: Your Honor, he testified he
7 called a number and spoke to a representative who
8 represented to them -- to Mr. Glassburn -- that he
9 was a person who was capable of giving loan
10 modification information?

11 THE COURT: I'm going to overrule the
12 objection. Go ahead.

13 MR. HALLER: Thank you, Your Honor.

14 Q. (BY MR. HALLER) After that what happened?

15 A. So we stopped making payments in May of 2009
16 so that we could do this. We continually called
17 after that. When I say continually, probably once or
18 twice a month. Wells Fargo was continuing to say
19 that they couldn't really talk to us until we were 90
20 days in arrears.

21 So after we hit that 90-day point, we did
22 start submitting -- we submitted a package. They
23 kept saying, keep submitting them. They were so
24 backlogged with the packages coming in that it wasn't
25 until October, when I was on the phone with them,

1 that they approved my payment on the phone, \$2,170,
2 and said that was due November 1st. I had to send
3 another package in with the check which I did
4 overnight.

5 Q. Prior to agreeing to the loan modification
6 were you ready, willing, and able to continue to make
7 the payment that you had been making?

8 A. Yes. I mean, it was very, very tough
9 financially, but that was our home. This was the
10 home we lived in. We were going to do whatever it
11 took for us to do that. As a matter of fact John
12 Zook recommended that we save the payments, which I
13 did save that money just in case something happened
14 until we got into a trial loan modification.

15 Q. So not only -- tell me what your mortgage
16 payment was before you stopped making the payments?

17 A. \$2,909 a month.

18 Q. And then the trial payment plan was \$2,170?

19 A. Correct.

20 Q. So we're not talking about that big of a
21 difference between what you were paying and what you
22 started to pay?

23 A. No, but it helped a lot.

24 Q. And during that time, as I understand it, you
25 were, for lack of a better term, squirreling away

1 your money also?

2 A. Correct.

3 Q. Did you then make your trial payments?

4 A. Yes. And at that time, too -- I had asked
5 them at that time how long it would take, and they
6 said it usually takes three months. It's a
7 three-month trial period. I asked the possibility of
8 this happening. They said, all you have to do is
9 submit your documents. There's a 98 percent
10 chance -- I remember I wrote the note down -- a 98
11 percent chance that you will get approved based on
12 the documentation that we've seen. So we continued
13 to make those payments, and they asked -- every month
14 we had to submit a package.

15 Basically it started off with these packages,
16 my wife and I had to sign -- Anne and I had to sign
17 every page of the document. After that three-month
18 time period hit then they started saying -- they
19 denied one package we sent in and stated that we had
20 to date every page, sign every page, and then we
21 submitted that. Then the next month after that they
22 came back and said they denied the package that we
23 sent in. I asked why and they said, well, you have
24 to have your account number on every page. So we had
25 to resubmit.

1 So it seemed like every time they would add
2 more and more stuff to try to make us fail on this
3 thing. By that time though it came to right around
4 May or June of 2010. They told us it was in final --
5 I guess in the final section of approval. One of
6 those conversations that I had during that time -- I
7 said, well, what's the possibility of it getting
8 done? He said, it looks really good.

9 The representative from Wells Fargo also
10 stated -- they said, well, I notice that you've got
11 money in your account. Sometimes they don't approved
12 based on how much money you have in your account,
13 which was my savings for the payments that we didn't
14 pay, which was about six months' worth.

15 They said, It's probably a good idea if you
16 have debt to pay those payments down and use that so
17 you don't have as much money in the account, which I
18 did. I paid off some credit cards and paid some
19 other debt and drained those accounts down to where I
20 had about two payments left out of the six or seven
21 that I hadn't paid before.

22 Then Wells Fargo said that would push it
23 through for our final loan modification payment.
24 Then shortly after that we submitted another package,
25 gave that. I didn't hear from them. They told us

1 they were backlogged. We called every two weeks as
2 they suggested, or I called every two weeks as they
3 suggested. Wells Fargo -- sometime in July or
4 August, Wells Fargo denied our modification based on
5 the fact that we didn't submit loan documents on a
6 timely basis.

7 Q. You were actually paying somebody to help you
8 submit loan modification documents?

9 A. Correct.

10 Q. And you sent them in every 30 days?

11 A. Correct.

12 Q. And after you received notification that your
13 modification was not going to be approved by Wells
14 Fargo what did you do?

15 A. I continued to make payments anyway because
16 we -- I continued to make our \$2,170 payments and
17 contacted them and basically wanted to get them to
18 reconsider that so I sent them in more packages. I
19 continued to pay.

20 Q. Did they continue to accept that money?

21 A. Yes, they did.

22 Q. Have they offered to give it back to you?

23 A. No.

24 Q. At some point did they stop accepting the
25 money?

1 A. Yes. I think it was in November that I
2 received one of our checks back, which I believe was
3 the September payment back, and then at that point I
4 believe John Zook recommended I contact Deanna Dawson
5 at the executive offices. So I contacted her at the
6 beginning of December.

7 Q. Ms. Dawson is an employee of Wells Fargo?

8 A. Of Wells Fargo, right, the executive offices
9 of Wells Fargo. I explained to her the situation.
10 So I submitted a package to her and before I could
11 get that reviewed, about mid-December, just before
12 Christmas, we received a notice of foreclosure on our
13 home.

14 Q. What do you mean a notice of foreclosure? You
15 were served with a complaint?

16 A. With a complaint from Wells Fargo. My wife
17 was served, yes.

18 Q. Have you continued to seek a modification?

19 A. Yes.

20 MR.HALLER: Thank you, Mr. Glassburn. That's
21 all the questions I have for you. Please answer any
22 questions Mr. Gwynne has.

23 THE WITNESS: May I, Your Honor?

24 THE COURT: You may. Just don't walk out with
25 those.

1. THE WITNESS: I promise I won't, Your Honor.

2. EXAMINATION

3. BY MR. GWYNNE:

4. Q. Mr. Glassburn, I want to show you what's been
5. marked as Plaintiff's Exhibits 2 and 3 and entered
6. into evidence. Is that a copy of the note and
7. mortgage in this case?

8. A. It looks like it is.

9. Q. Is that your signature on the mortgage?

10. A. Yes, it is.

11. Q. Does that appear to be your wife's signature
12. on the note and the mortgage?

13. A. Yes, it does.

14. Q. So you're not denying you didn't sign the note
15. and mortgage in this case?

16. A. No.

17. Q. Now, Mr. Glassburn, when you sign a contract
18. would you agree that as a party to that contract
19. you're bound by the terms of the contract?

20. A. Yes.

21. Q. So if you breach those terms then you're in
22. default of the contract; is that correct?

23. A. Correct, but it was said by Wells Fargo to not
24. make payments in order to discuss the mortgage.

25. Q. And your statement in court here today is that

1 when you defaulted on your loan you could have kept
2 making your regular payments?

3 A. Correct. It was going to be very tight, but
4 the point was because of the fact that we were doing
5 the loan modification because we had had some huge
6 financial difficulties and it was going to be very,
7 very tough for us to make those payments. So when we
8 spoke to Wells Fargo they looked at our account and
9 saw that we had never made a late payment and then
10 recommended that we stop making payments so that they
11 could discuss this with us.

12 Q. That wasn't my question. My question was, is
13 it your testimony that when you defaulted on your
14 loan you could have made your regular payments,
15 correct?

16 A. Possibly.

17 Q. I thought you told your attorney --

18 A. We were saving that money, yes.

19 Q. But your testimony is that you were told by
20 Wells Fargo to default on your loan; is that right?

21 A. We were told to stop making payment in order
22 to discuss a loan modification.

23 Q. Who told you that?

24 A. A representative from Wells Fargo.

25 Q. What's the person's name?

1 A. I don't know. You talk to a different
2 representative every time -- you don't talk to the
3 same representative every time you call Wells Fargo.

4 Q. So you don't know the person you spoke to,
5 correct?

6 A. I do not?

7 Q. What date did you speak to them?

8 A. It would have been various dates. I don't
9 have that right now, but I believe John Zook has it
10 written down.

11 Q. What time frame was it? 2009?

12 A. It was April. March or April of 2009.

13 Q. So in reliance on this verbal statement made
14 over the phone you defaulted on your mortgage; is
15 that your testimony?

16 A. Yes.

17 Q. Did you get this statement in writing?

18 A. No. They said we didn't need it.

19 Q. So you're willing to breach the terms of the
20 note and mortgage based on your verbal statement from
21 somebody you spoke to at Wells Fargo sometime in
22 2009; is that your testimony?

23 A. Yes. It was a professional representative of
24 Wells Fargo, which I think you can call Wells Fargo
25 for various things. I guess if not I shouldn't

1 believe anything a representative tells me at Wells
2 Fargo.

3 Q. But you're relying on that statement five
4 years later as the basis of why you defaulted; is
5 that correct?

6 A. That's correct.

7 Q. You also testified that you were told by Wells
8 Fargo to deplete your savings; is that correct?

9 A. The money that we had paid -- because they
10 said that sometimes they look at if you have too much
11 money in the bank for the final underwriting for the
12 loan modification that they may not approve.

13 Q. Who told you that?

14 A. I don't have that information with me.

15 Q. When did they tell you that?

16 A. That was roughly -- I want to say May or June
17 of 2010. 2009, I'm sorry. Wait 2010.

18 Q. Did you get that statement in writing?

19 A. No. They wouldn't give -- Wells Fargo
20 wouldn't give anything in writing during that time
21 period at all. I asked even for e-mail addresses.
22 They wouldn't do that. They wouldn't put anything on
23 paper at all or in writing.

24 Q. But you're relying on that statement four
25 years later to claim that that's the reason why you

1 depleted your savings account?

2 A. That's correct. Just as much as I relied on
3 every time I submitted a loan package when I talked
4 to them if they asked me for more information I
5 relied on that as well to send to them. Then they
6 said they had received it. I had no reason not to
7 trust them.

8 Q. But we only have your word, correct, of these
9 two statements relied on?

10 A. Well, apparently Wells Fargo records their
11 conversations, so I would think they would have a
12 record of it as well.

13 MR. GWYNNE: No further questions, Your Honor.
14 Thank you.

15 EXAMINATION

16 BY MR. HALLER:

17 Q. Mr. Glassburn, tell me what that is in your
18 hand?

19 A. This is just a timeline that I kept from the
20 time -- it's a real brief summary of the timeline
21 that I kept for conversations with Wells Fargo and
22 how this loan modification progressed for our loan.

23 Q. And did you maintain that document or
24 something similar as you continued on in your ongoing
25 discussions with Wells Fargo?

1 A. Yes.

2 Q. And in terms of the conversations that you had
3 with the representative of Wells Fargo that told you
4 to stop making payments, what does the document that
5 you maintained during that time tell you?

6 A. It was between February and May that they told
7 us to stop, which we did not make one in May of 2009.

8 Q. And in terms of the time period in which the
9 representative of Wells Fargo told you to deplete
10 your savings, what does your document tell you about
11 that?

12 A. April of 2010.

13 MR. HALLER: Your Honor, we move this Exhibit
14 in as Defendant's Exhibit No. 1.

15 Q. (BY MR. HALLER) It's the basis of your
16 testimony today, Mr. Glassburn?

17 A. Yes.

18 MR. GWYNNE: Can I have a moment, Your Honor?

19 THE COURT: Sure.

20 MR. GWYNNE: I would object, Your Honor,
21 because it's not authenticated when it was made. He
22 certainly says he made it, but he didn't say when he
23 made it. There's no date on it.

24 MR. HALLER: I can clarify that, I think. I
25 think I already did.

1 Q. (BY MR. HALLER) The document that we've
2 tendered as Defendant's Exhibit No. 1, did you
3 maintain that as a present sense ongoing, or is it a
4 compilation of other documents as the basis of your
5 testimony?

6 A. I wrote this. This is basically a summary of
7 other documents I have based on -- from notes that I
8 have from those dates based on conversations that I
9 had.

10 MR. HALLER: We move that as Exhibit No. 1.

11 MR. GWYNNE: I still object, Your Honor.

12 THE COURT: Just one second. What you've got
13 in your hand is a summary of other records that you
14 had previously kept?

15 MR. GWYNNE: Yes, Your Honor. It was kind of
16 all chicken scratch, so I cleaned it up with those
17 dates so it's more legible and just organized it.

18 THE COURT: It sounds like it's past -- it
19 fits under the past recollection as opposed to the
20 present sense impression. I don't know if that's
21 admissible. He can certainly testify to it, but I
22 don't know if that makes it an admissible document.
23 That's what I'm wrestling with right here. I would
24 be glad to hear from you on that.

25 MR. HALLER: To the extent that Mr. Gwynne has

1 questioned Mr. Glassburn's recollection as to
2 specific dates, there were a number of questions
3 about Mr. Glassburn's testimony, when Mr. Gwynne
4 cross-examined as to specific dates. The document
5 here is Mr. Glassburn's -- if he were a business this
6 document would clearly be admissible as to the
7 business record. For lack of a better term this is
8 his ongoing business record.

9 Again, I would point to Plaintiff's Exhibit
10 No. 1 which is a compilation made by Rogers Townsend
11 of charges and expenses that have been incurred in
12 the loan based on business records.

13 THE COURT: So Rule 803 talks about hearsay
14 exceptions. 803(5) says, recorded recollection. A
15 memorandum or record concerning a matter about which
16 a witness once had knowledge but now has insufficient
17 recollection to enable the witness to testify fully
18 and accurately shown to have been made or adopted by
19 the witness when the matter was fresh in the
20 witness's memory and reflect that knowledge
21 correctly. If admitted the memorandum or record may
22 be read into evidence but may not itself be received
23 as an exhibit unless offered by an adverse party.

24 I think he can testify to the document, but I
25 don't think the document comes into evidence as an

1 exhibit is what I'm getting at. That's the recorded
2 recollection as opposed to presence since he wrote it
3 down at the time it was written. Then I have to get
4 a bunch of scraps of paper.

5 If there's something in there -- let me just
6 say this for the record. What I have done is I have
7 made notes of exactly what he testified to, when he
8 spoke to somebody at Wells Fargo. What I wasn't
9 clear on is when it was. Clearly this document has
10 helped him to define the time period in which we're
11 talking about. So he was told by Wells Fargo to stop
12 payments in the February/April/May time frame of
13 2009. He was told to deplete his reserves in April
14 of 2010.

15 I think that's the significance was what he's
16 testifying to. I don't know that the document itself
17 is admissible is what I'm getting at. Okay?

18 MR. HALLER: The only issue that I would ask
19 Your Honor to consider is that the Plaintiff opened
20 the door by the cross-examination as to specific
21 dates.

22 THE COURT: That all becomes a credibility
23 question, and Mr. Glassburn seems to be fairly
24 credible on that point. Okay?

25 Q. (BY MR. HALLER) Just a summary, you were

1 ready, willing, and able in February, March, April,
2 and May of 2009 -- you were ready, willing, and able
3 to continue to make your payments to Wells Fargo
4 according to the terms of the note and mortgage?

5 A. Yes.

6 Q. And thereafter you were told to stop making
7 payments?

8 A. Correct.

9 Q. And you then got on a trial plan?

10 A. Yes.

11 Q. The difference between the money that you say
12 that you were not paying and the trial plan you
13 maintained in savings to keep your loan current if
14 you needed to?

15 A. In cash and savings, that's correct.

16 Q. And you were told to deplete that by Wells
17 Fargo, also?

18 A. That's correct.

19 MR.HALLER: Nothing further.

20 MR. GWYNNE: No further questions, Your Honor.

21 EXAMINATION

22 BY THE COURT:

23 Q. Mr. Glassburn, I think my original thought was
24 I wanted to pin you down on that timeframe. You've
25 done that. Now, take me back a little bit. I don't

1 know what your business was. Are you still in the
2 same business, or have you moved on from that?

3 A. I was working in the car business actually at
4 the time when all the stuff happened. Previous to
5 that I was in the Bingo business. I'm back in the
6 Bingo business now.

7 Q. So back in 2009 -- this was an interest-only
8 mortgage payment for a period of ten years. We went
9 into that earlier today. Back in 2009 things slowed
10 down substantially?

11 A. Yes, Your Honor.

12 Q. And that's when you stated looking for --

13 A. To a halt.

14 Q. That's an even better term. Things came to a
15 halt. That was actually in the fall of '08, but I'm
16 assuming you had reserves, right?

17 A. Yes, Your Honor.

18 Q. So in 2009 you started looking and you see the
19 problem coming and you start looking for some relief.
20 That's what lead you to call Wells Fargo?

21 A. Yes, Your Honor. That's correct. We
22 explained the situation to them. They lead us to
23 believe that we were definitely candidates for a loan
24 modification based on that, but they just told us we
25 had to stop making our payments in order to get on

1 that program. We had to be in default.

2 Q. So you actually stopped payments for a period
3 of time?

4 A. Correct. Starting in May we did not make a
5 payment. May of 2009.

6 Q. And then you got into the trial mod in the
7 fall of that year?

8 A. Correct. November 1st was our first payment
9 that was due for \$2,170.

10 Q. Which they applied toward October, so October,
11 November, December payments were made. That was a
12 90-day trial modification plan?

13 A. That's correct. They said they were
14 backlogged, and when I kept asking why it wasn't
15 finalized and what was going on they kept saying it
16 was backlogged because of the economy and many
17 applications and submittals. So we kept on going and
18 going and going.

19 Q. And so from -- after the last payment in
20 November, January -- November, December, January -- I
21 guess January of '10 you continued to make that same
22 monthly payment, that \$2,170 payment?

23 A. Yes. They told me to continue to make the
24 \$2,170 as I continued to submit document packages for
25 them up until -- I think my last one was June, I

1 believe, was the last one. That's the same month of
2 2010 when they denied it. I spoke to them about
3 reinstating it and submitted other packages and
4 continued to make the \$2,170 payment for many months
5 after that.

6 Q. Do you know when you made your last payment?

7 A. I made the last payment in December of 2010,
8 but that's also right when I received my October
9 payment back in the mail with a letter stating that
10 they would no longer accept these payments because we
11 were going into foreclosure.

12 Q. I've got it. Okay. Okay. That's when you
13 got served or your wife got served with a summons?

14 A. About ten days before Christmas.

15 THE COURT: I've got it. Okay. All right,
16 sir. Any follow-up on those questions?

17 MR. GWYNNE: No, Your Honor.

18 MR. HALLER: No.

19 THE COURT: Mr. Glassburn, thank you, sir.

20 (Witness excused.)

21 MR. GWYNNE: Your Honor, just for the record I
22 did not make this modification an exhibit. Unless
23 Mr. Haller wants to make it an exhibit I'll take it
24 back to my desk.

25 THE COURT: All right. Very good. Anything

1 further from the Defense?

2 MR.HALLER: Nothing, Your Honor.

3 THE COURT: Anything in reply?

4 MR. GWYNNE: No, Your Honor.

5 THE COURT: Let me hear from you, Mr. Gwynne?

6 MR. GWYNNE: Yes, Your Honor. Just a brief
7 closing argument. The Plaintiff has presented a
8 witness who has testified to the default of the loan
9 documents. Mr. Glassburn admits to signing the loan
10 documents. Plaintiff's witness has testified to the
11 default. The Court's already ruled on the issue
12 about the reviews. I think the Court's already ruled
13 that that's not a basis to prevent the foreclosure
14 from occurring today.

15 The only defense Mr. Glassburn has offered is
16 two alleged statements by the Plaintiff that will
17 somehow prevent them from foreclosing saying that he
18 was told to default and he was told to deplete his
19 savings.

20 I renew my objection based on the hearsay
21 rule, but also that's simply not the basis to prevent
22 a -- that the corresponding note and mortgage have
23 been breached. Mr. Glassburn, I would argue,
24 admitted that he complied with them. He has
25 presented no other agreement that my client has

1 breached.

2 THE COURT: Mr. Haller?

3 MR.HALLER: Thank you, Your Honor. Your
4 Honor, the testimony is quite clear, and the
5 supporting documents, even from the Plaintiff,
6 support that the Glassburns were induced to stop
7 making payments and as a result of that the Plaintiff
8 is now seeking to benefit from it.

9 We've heard this testimony, not just from
10 Mr. Glassburn, but in our own experience of the
11 number of people who have come into this Court and
12 said, I was told I had to stop making payments on my
13 loan. They then got a modification and that
14 modification went from 2,900 to 2,100 which is a nice
15 drop of about \$750, but the fact of the matter is
16 that it's not so substantial a drop. The fact that
17 they continued to make payments that made those trial
18 payments for 11 months indicates and supports
19 Mr. Glassburn's testimony that if he had not been
20 told to stop making the payment they were ready,
21 willing, and able to continue to make the payment on
22 their own.

23 I will point out in Plaintiff's Exhibit No. 5
24 that all of these payments -- this is on Page 1398,
25 1399, 64757, 64758, all 12 -- 64759 -- all 12

1 payments that they made on the modification plan.
2 appear.

3 The reason I bring that up to Your Honor is
4 because it just bolsters the credibility of
5 Mr. Glassburn that number one, they were induced by
6 Wells Fargo to stop making their payments, and number
7 two, that even if -- but for that inducement they
8 could have continued and would have continued to have
9 made their payment.

10 The reason I think that's important, Your
11 Honor, is the law on prior breach, which I've argued
12 before, Your Honor -- the law is quite simple. The
13 case I've used before is a mortgage case. It's
14 Continental Mortgage Investors versus Quail Run
15 Associates 312 S.E.2d 272. It's a 1984 Court of
16 Appeals case.

17 It says that a party who precludes the other
18 from performing under the contract cannot avail
19 himself of such nonperformance. The fact is this:
20 Wells Fargo can't say, Hey, Mr. Glassburn, stop
21 making your payments and then three months later say,
22 You're in default, and we're going to take your home.
23 Contract law doesn't allow that, and equity doesn't
24 allow that.

25 Now they've come in before Your Honor, and

1 they've asked for what went from a \$665,000 loan to
2 now more than \$900,000 in judgment that they want
3 against the Glassburns to sell their home. The
4 equitable thing to do we would submit, Your Honor,
5 based upon the law of prior breach and unclean hands,
6 is to reinstate the mortgage today at the 2,909,
7 which is the payment that they were making. That
8 puts the parties back where they were but for the
9 prior breach of Wells Fargo. That would be the
10 remedy that we would ask for.

11 THE COURT: Back in the status quo?

12 MR. HALLER: Back to where everybody was. I
13 don't know why Wells Fargo should be entitled to
14 benefit from late fees, attorney's fees, BPOs, all
15 these other charges, interests that continued to run
16 that Mr. Glassburn could have made. He could have
17 made the 2,107 but for the fact that they sent the
18 last check back.

19 So why Wells Fargo should benefit from its own
20 misconduct in the contract -- the coming forward and
21 saying, don't make your payment but then come up and
22 say -- you did what we asked you to do, but now we're
23 going to benefit by taking your house. I don't know
24 how Wells Fargo is entitled to benefit from that.

25 THE COURT: Very good. Here's what I'm going

1 to do. This is fairly standard for me. Mr. Gwynne,
2 I know you've got an order and you've brought an
3 order. What I'm going to ask that you do is each
4 side submit to me proposed orders. I'm going to give
5 you until the end of the year to get that done.
6 Okay? If you-all could do that by the end of this
7 year that would be fine.

8 I'm going to specifically charge Mr. Gwynne,
9 you, with addressing -- both sides really -- with
10 addressing the lender's statute of frauds argument
11 and how it applies here. You'll need to address
12 that, which is the statute by statute.

13 Mr. Haller, on your side, I want you to
14 specifically go into your authority that you've just
15 cited and then what remedy that you seek that you
16 think would be the appropriate remedy in this case.

17 I will entertain competing orders on this
18 foreclosure. It's clear to me, Mr. Gwynne, where
19 you're going. This is a foreclosure case. Failure
20 to pay leads to foreclosure of the note and mortgage
21 and the sale of the property. Okay?

22 Mr. Haller and Ms. Reece, on behalf of the
23 Glassburns just submit your order addressing those
24 same issues of the payments and then going into the
25 factual inquiry that we've discussed today and at

1 trial. It will be my plan to get you-all an answer
2 within 30 days of that. Okay? Very good. Thank you
3 all. I appreciate you-all being prepared and ready
4 to go.

5 (The proceedings were concluded at 10:43 a.m.)
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 State of South Carolina)
2 County of Charleston) C E R T I F I C A T E
3

4 I, Christine A. Smith, Court Reporter and
5 Notary Public for the State of South Carolina at
6 Large, do hereby certify that the foregoing
7 transcript is a true, accurate, and complete record.

8 I further certify that I am neither related to
9 nor counsel for any party to the cause pending or
10 interested in the events thereof.

11 Witness my hand, I have hereunto affixed my
12 official seal this 5th day of May, 2015 at
13 Charleston, Charleston County, South Carolina.
14
15

16 

17 Christine A. Smith
18 Notary Public
19 My Commission Expires
20 May 12, 2021
21
22
23
24
25

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF CHARLESTON

4 US Bank National Association, as trustee
5 for the holder of Bear Stearns ARM Trust,
6 Mortgage Pass-Through Certificates,
7 Series 2005-4,

8 Plaintiffs,

9 vs. CASE NO. 2010-CP-10-10122

10 Anne B. Glassburn, Donivon D. Glassburn;
11 The Bank of New York Indenture Trustee
12 on behalf of the Note Holders, CWEQ
13 Revolving Home Equity Loan Trust Series
14 2007-A Trust; Tideland Bank; Atlantic
15 Bank and Trust,

16 Defendants.

17
18 Hearing before the Honorable Mikell R.
19 Scarborough, reported by Christine A. Smith, Court
20 Reporter and Notary Public, on March 13, 2015 at
21 10:51 a.m. at 100 Broad Street, Charleston, South
22 Carolina.

COPY

23 Christine A. Smith, Court Reporter

24 Master-in-Equity

25 P.O. Box 30276

Charleston, South Carolina, 29417

(843) 958-5071

casmith@charlestoncounty.org

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF:

3 Charles S. Gwynne, Esq.
4 Rogers Townsend and Thomas
5 220 Executive Center Drive
6 Synergy Business Park
Columbia, SC 29210
(803) 771-7900
Charlie.gwynne@rtt-law.com

7 ATTORNEYS FOR THE DEFENDANT:

8 Amanda Reece, Esq.
9 Reece Law Firm, LLC
871 Low Country Boulevard
Suite 200
10 Mt. Pleasant, SC 29464

11 David K. Haller, Esq.
12 Haller Law Firm, PC
115 River Landing Drive
13 Suite 102
Charleston, SC 29492
14 (843) 849-1384
Dhaller@hallerlawfirm.com
15
16
17
18
19
20
21
22
23
24
25

P R O C E E D I N G S

THE COURT: We are here in the case captioned US Bank versus Anne Glassburn, Donivon Glassburn, and others; 2010-CP-10-10122 is the case number.

I think we were last before the Court in December of '14, arguing motions. The Court issued its order for the judgment of foreclosure and sale January 22 of '15, and this Motion to Alter or Amend -- Motion for a New Trial to Alter or Amend filed February 2, so a timely filed motion.

For the Plaintiffs, Charlie Gwynne is present. For the Defendants, Mr. David Haller and Ms. Amanda Reece. Mr. Haller?

MR. HALLER: Thank you, Your Honor. May it please the Court? Your Honor, this is our Motion for a New Trial or to Alter or Amend the Judgment. There were several grounds for that motion. I'm going to try to pare it down. Many of the grounds are based on the modification issues. You may recall that this was the case in which the Glassburns sought a modification. They made payments on a trial plan for a year, the modification was denied by then Wells Fargo, and the mortgage was assigned to US Bank. Subsequent modification attempts occurred, all of

1 which were denied. We then challenged whether those
2 denials were made in good faith, which Your Honor
3 ruled on, finding that they were. We then went to
4 trial. The motion also encompasses some of those
5 modification issues. I'm not going to relitigate
6 those. I would simply ask that Your Honor take note
7 that they have been properly raised for
8 reconsideration.

9 THE COURT: Raised and ruled upon?

10 MR. HALLER: Yes, sir.

11 THE COURT: You have no problem with that part
12 of it?

13 MR. HALLER: I understand how Your Honor's
14 ruled. We're not arguing with it.

15 THE COURT: I've got you. I just wanted to
16 make sure they're covered and you're protected.

17 MR. HALLER: That's fine. Thank you, Your
18 Honor. What I would like to focus on, though, Your
19 Honor, is what we believe to be a substantial defense
20 of ours which was -- we proceeded on the affirmative
21 defenses of prior breach and unclean hands. There
22 wasn't a whole lot of difference in testimony as to
23 the fact that at some point in time the Glassburns
24 stopped making payments and at some point in time
25 they got a mod plan and began making payments on that

1 mod plan.

2 There was no dispute in the testimony, at
3 least as far as I recall, Your Honor, that what
4 Mr. Donivon -- if you will recall there was a
5 representative from Wells Fargo, a woman -- her name
6 I don't remember. She testified in the normal way as
7 to the note and the payment and all those things, and
8 then Mr. Glassburn testified to his interactions with
9 Wells Fargo.

10 His testimony was, and this was undisputed,
11 and Your Honor, I believe, found his testimony to be
12 credible during the trial was that he contacted Wells
13 Fargo shortly after having assisted his father -- his
14 mother, excuse me, with his father's estate's
15 modification of her loan. Wells Fargo said, we can't
16 help you until you stop making payments.

17 He was ready, willing, and able to continue
18 making payments and did not want to stop making
19 payments, but because Wells Fargo said, we cannot
20 help you until you stop making payments he stopped
21 making payments. Based on that, and it was only
22 because Wells Fargo told him, we can't modify your
23 loan until you stop making payments even though he
24 was ready, willing, and able to continue to make the
25 payments. So he stopped making the payments. That

1 was the default moment.

2 During the course of his modification attempts
3 he had subsequent conversations with Wells Fargo in
4 which he was then told -- and part of it -- just let
5 me back up to kind of set this up. While they were
6 going through the modification program Mr. Glassburn
7 testified that they took the payment money, the money
8 that they would normally be using to make the
9 payments on the note and mortgage. This was before
10 they had the trial plan and "squirreled them away" so
11 that if they had to reinstate they would have a pot
12 of money to reinstate.

13 As time went by and they're going through the
14 modification plan Wells Fargo caught on that there
15 was this big pot of money and said, we can't approve
16 you with this big pot of money so take that money and
17 go pay off some additional debt so that your ratio
18 looks better.

19 So not only does Wells Fargo tell the
20 Glassburns to stop making payments on the alleged
21 default loan, and they then take the money that they
22 say was part of -- it's what the Glassburns testified
23 was what they were going to use to reinstate. And
24 all of this, of course, happened back in 2010.
25 Remember, we tried this in front of Your Honor late

1 in 2014. --

2 THE COURT: Right.

3 MR. HALLER: -- they take that money and paid
4 it to other debt, and then they get a letter in July
5 of 2010 that says, sorry, we are denying your
6 modification. The Glassburns continued to make
7 payments on that mod plan for another three or four
8 months after that, and then in November of 2010 is
9 when this action was brought and the last payment was
10 returned.

11 Our position is that because Wells Fargo
12 induced the Glassburns into the default position
13 which was the stopping of the making of payments that
14 that is Wells Fargos' prior breach. The law of prior
15 breach is, if you induce a party to a contract to
16 breach the contract you, the inducer, are entitled to
17 or -- are not entitled to any remedies from the
18 breach. It's your breach. You then -- and go from
19 there. As to the Glassburns' having been in default,
20 that default was caused by Wells Fargo, and they
21 can't benefit from it.

22 Alternatively, on this very same theory, we
23 argue that Wells Fargo coming here to a Court of
24 Equity could not -- excuse me -- US Bank coming here
25 to a Court of Equity could not benefit from the

1 Court's remedies, equitable remedies, of a
2 foreclosure when it was the one who caused the
3 default -- that moment of saying to the Glassburns,
4 stop making the payments so that we can help you be
5 modified.

6 That was subsequently even made worse by the
7 fact that Wells Fargo told the Glassburns, take the
8 money that you were squirreling away and pay down all
9 of your debts so that we can make it look better.
10 That was the basis of our defense, and respectfully,
11 Your Honor, we've asked Your Honor to reconsider the
12 judgment.

13 The remedy that we had asked for the Court was
14 to put the parties back where they were on day number
15 one. It's not the Glassburns' fault necessarily that
16 four years passed before we were able to get into
17 court. The modification system being as it is in the
18 foreclosure system, the intervention system being as
19 it is, assisted a lot in that delay.

20 Nevertheless what we asked for the Court to do
21 was to put the parties back where they were on day
22 number one, that is on the first day after Your
23 Honor's judgment, and the Glassburns are then
24 responsible for making payments as the mortgage stood
25 on that day.

1 THE COURT: Which would be back to July 1, of
2 '09 according to my notes. The lady's name from
3 Wells Fargo, the loan servicer was Catherine
4 Rindfleisch.

5 MR. HALLER: I knew she was from Wisconsin.

6 THE COURT: Good German name, Rindfleisch.

7 MR. HALLER: It was much warmer here than
8 there even in December.

9 So again, without waiving all of the issues --

10 THE COURT: Very good. That gets us to the
11 heart of it.

12 MR. HALLER: Thank you.

13 THE COURT: Thank you. Mr. Gwynne?

14 MR. GWYNNE: Thank you, Your Honor. May it
15 please the Court?

16 If Your Honor will recall Mr. Glassburn
17 appeared and testified at the trial. The borrower
18 didn't appear. Ms. Glassburn didn't appear.
19 Essentially what Mr. Glassburn said is that he had
20 two phone calls, one in 2009 and one in 2010. He
21 made these statements about a Wells Fargo employee
22 telling him things and he relied on those statements.
23 The issue here, Your Honor, is the Court is the
24 finder of fact. It is a credibility issue.

25 The Court determined that his statements did

1 not rise to the level of altering the loan documents.
2 I think what Defense counsel is trying to do is
3 they're trying to shift the burden of proof to my
4 client when they have the burden of proof.

5 They're essentially saying, there's this
6 allegation that the loan was modified. So instead of
7 presenting evidence other than self-serving
8 statements by the borrower's husband to prove their
9 allegations, they're saying my client needs to
10 somehow disprove their allegations.

11 The burden is on them to prove it. There was
12 no discovery conducted on this issue. They could
13 have deposed Wells Fargo. They could have figured
14 out -- Mr. Glassburn couldn't even say who he talked
15 to. Essentially, he can't even identify the
16 individual who made these statements that he's now
17 relying on to basically modify the terms of the note
18 and mortgage.

19 So I think the Court's reasoning and
20 statements and findings of fact and legal conclusions
21 in the order, foreclosure order, should stay.
22 Additionally, even if true the defense has a statute
23 of frauds problem since it was a verbal conversation
24 that allegedly modified the terms of the note and
25 mortgage. That's the Plaintiff's position on that,

1 Your Honor.

2 THE COURT: All right. Just one second.

3 So you know, I'm going to be honest with you.
4 I really think it's a close call, Mr. Haller. I
5 spent an extreme inordinate amount of time in here
6 yesterday discussing the ramifications of the,
7 "Lender Statute of Frauds" which I should know this
8 right off the top of my head.

9 MR. HALLER: We cited it in our proposed
10 order, Your Honor.

11 THE COURT: Right. Right. The findings that
12 I made, and the story that Mr. Donivon Glassburn told
13 is one that this Court hears all the time. My
14 problem that I have is that I don't know that in the
15 findings that I've made in the order are such that I
16 don't believe that they are sufficient on their own
17 to alter or amend the terms of the note and the
18 mortgage. Okay?

19 So while it's believable that he said that to
20 this Court -- like I said, I hear it all the time --
21 I don't believe that it meets the criteria that the
22 law requires in order to amend the terms of the note
23 and mortgage. I understand your argument about prior
24 or anticipatory breach. I think it's a good
25 argument. I think you need to take that issue up.

1 Okay? I wish you well with that one.

2 MR. HALLER: Thank you, Your Honor. Without
3 arguing with the Court's order I would like to point
4 out that the Lender Statute of Frauds specifically
5 excludes a note and mortgage once the mortgage is
6 filed and attaches to the property.

7 We actually cite a case out of this Court when
8 Judge Young was here on that point. So there being
9 no other valid testimony but Mr. Glassburn's
10 testimony as to how this payment stopped -- and the
11 payment history that the Plaintiff added into the
12 record is consistent with his testimony. There is a
13 block of about four months, four to six months, when
14 there were no payments and then consistent payments
15 for another year and a half.

16 THE COURT: Well, the good news on appeal is
17 that in a Matter of Equity the Court of Appeals gets
18 to find the facts as they view them.

19 MR. HALLER: Yes, sir.

20 THE COURT: Very good. Good luck to you-all.

21 MR. HALLER: Thank you.

22 (The proceedings were concluded at 11:06 a.m.)

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

State of South Carolina)
County of Charleston) C E R T I F I C A T E

I, Christine A. Smith, Court Reporter and
Notary Public for the State of South Carolina at
Large, do hereby certify that the foregoing
transcript is a true, accurate, and complete record.

I further certify that I am neither related to
nor counsel for any party to the cause pending or
interested in the events thereof.

Witness my hand, I have hereunto affixed my
official seal this 5th day of May, 2015 at
Charleston, Charleston County, South Carolina.



Christine A. Smith
Notary Public
My Commission Expires
May 12, 2021

Glassburn
 46 Hopetown Road
 Mount Pleasant, SC 29464

Principal	\$665,000.00
Interest from November 1, 2009 through October 23, 2014 at 5.250% per annum = \$173,757.44	\$177,583.44
October 24, 2014 through December 2, 2014 (40 days) at \$95.65 per day = \$3,826.00	
Late Charges	
11/16/10 \$145.47	
12/16/10 \$145.47	
01/18/11 \$145.47	
02/16/11 \$145.47	
03/16/11 \$145.47	
04/18/11 \$145.47	
05/16/11 \$145.47	
06/16/11 \$145.47	
07/18/11 \$145.47	
08/16/11 \$145.47	
09/16/11 \$145.47	
10/17/11 \$145.47	\$3,200.34
11/16/11 \$145.47	
12/16/11 \$145.47	
01/17/12 \$145.47	
02/16/12 \$145.47	
03/16/12 \$145.47	
04/16/12 \$145.47	
05/16/12 \$145.47	
06/18/12 \$145.47	
07/16/12 \$145.47	
08/16/12 \$145.47	
Total \$3,200.34	
Escrow Advance	
Hazard Insurance	\$28,700.04
03/07/11 \$2,509.00	
03/26/12 \$2,694.00	
03/25/13 \$2,792.00	
04/01/14 \$2,889.00	

Total	\$10,884.00	
Taxes		
12/14/10	\$8,880.73	
12/12/11	\$3,409.71	
12/21/12	\$2,777.24	
12/09/13	\$2,748.36	
Total	\$17,816.04	
Property Inspection		
05/06/13	\$15.00	
04/03/13	\$15.00	
03/06/13	\$15.00	
01/29/13	\$15.00	
12/31/12	\$15.00	
11/01/12	\$15.00	
10/19/12	\$15.00	
08/27/12	\$15.00	
07/31/12	\$15.00	
06/27/12	\$15.00	
05/25/12	\$15.00	
04/24/12	\$15.00	
03/28/12	\$15.00	
02/23/12	\$15.00	
01/26/12	\$15.00	\$505.00
12/27/11	\$20.00	
11/23/11	\$20.00	
10/25/11	\$20.00	
09/27/11	\$20.00	
08/24/11	\$20.00	
07/26/11	\$20.00	
06/21/11	\$20.00	
05/18/11	\$20.00	
04/21/11	\$20.00	
03/22/11	\$20.00	
02/18/11	\$20.00	
01/18/11	\$20.00	
12/21/10	\$20.00	
11/23/10	\$20.00	
Total	\$505.00	
BPO		
05/30/12	\$90.00	\$270.00
10/27/11	\$90.00	
03/30/11	\$90.00	

Total	\$270.00	
TOTAL PRINCIPAL, INTEREST AND EXPENSES:		\$875,258.82

10/24/2014
0050488246
ROGERS TOWNSEND & THOMAS
THOMAS PC SUITE 109
220 EXECUTIVE CTR DR
COLUMBIA SC 29210

Mortgage Company Loan number: 0050488246
Due Date 12/01/2009
Judgment Date 10/23/14
Please use these figures for judgment through 10/23/14.
Principal Balance \$665,000.00

Interest from 11/01/2009 to 10/23/14. \$173,757.44
Per Diem Rate: 5.250% Amount: \$95.65

Variable Rate - See ARM Loan Breakdown Table

Allowable Late Charges \$3,200.34
Per Month \$145.47
Suspense Balance \$0.00
Escrow Balance \$0.00
Escrow Advance \$28,700.04
***Warning: Tran code 166 found. Please review Escrow Breakdown.
Tax Advances \$17,816.04
Hazard Insurance Advances ... \$10,884.00
MIP/PMI Advances \$0.00
Miscellaneous Escrow Advances . \$0.00
Excluded Escrow Advances ... \$0.00
Payment Shortages \$0.00
Corporate Advance : \$775.00
Taxes \$0.00
Insurance \$0.00
PMI/MIP \$0.00
Inspections \$505.00
Principal \$0.00
BPO/Appraisals \$270.00
Photos \$0.00
Trip Charges \$0.00
HOA/Condo/Association \$0.00
Water and Sewer \$0.00
Property Preservation Adv(s) . \$0.00
Bankruptcy Balance \$0.00
Bankruptcy Fees and Costs ... \$0.00
Corp. Adv. for unpaid Haz/Tax . \$0.00
Misc. Corporate Adv(s) \$0.00
Corp. Adv. Credit Bal at F/C Referral .. \$0.00

Corp. Adv. Credit Bal Current F/C Action . \$0.00
203K Disbursement \$0.00
Other Fees \$0.00
Other Returned Items \$0.00
Other Inspection Fees \$0.00
Other Miscellaneous Fees . . . \$0.00
Other Pymt Shortage Advanced by Servicer on your behalf . . \$0.00
Total Debt as of Judgment Date \$871,432.82

Sincerely,
Pre-Foreclosure Specialist

ARM LOAN BREAKDOWN

Interest From Rate Amount

11/01/2009 5.250% \$171,653.13
10/01/2014 5.250% \$2,104.32
10/23/2014

ESCROW ADVANCE BREAKDOWN

Applied Date Amount Transaction Description

04/01/2014 2889.00 Insurance
12/09/2013 2748.36 Taxes
03/25/2013 2792.00 Insurance
12/21/2012 2777.24 Taxes
03/26/2012 2694.00 Insurance
12/12/2011 3409.71 Taxes
03/07/2011 2509.00 Insurance
12/14/2010 8880.73 Taxes

CORPORATE ADVANCE BREAKDOWN: Although Attorney Fees and Costs and other items may be in the Corporate Advance History, they should not be included if not allowed the state guidelines.

03/25/14 25.00 ATY-SC-ROG 01R01 FILE FILING COSTS
10/17/13 25.00 ATY-SC-ROG 01R01 CLER CLERK COSTS
08/07/13 60.00 ATY-SC-ROG 01R01 CLER CLERK COSTS
05/06/13 15.00 SE-MCS 01R01 INSP INSPECTION
04/03/13 15.00 SE-MCS 01R01 INSP INSPECTION
03/06/13 15.00 SE-MCS 01R01 INSP INSPECTION
01/29/13 15.00 SE-MCS 01R01 INSP INSPECTION
12/31/12 15.00 SE-MCS 01R01 INSP INSPECTION
11/01/12 15.00 SE-MCS 01R01 INSP INSPECTION
10/19/12 15.00 SE-MCS 01R01 INSP INSPECTION
08/27/12 15.00 SE-MCS 01R01 INSP INSPECTION

07/31/12 15.00 SE-MCS 01R01 INSP INSPECTION
06/27/12 15.00 SE-MCS 01R01 INSP INSPECTION
05/30/12 90.00 RE-PRMRASS 01R01 BROK BPO
05/25/12 15.00 SE-MCS 01R01 INSP INSPECTION
04/24/12 15.00 SE-MCS 01R01 INSP INSPECTION
03/28/12 15.00 SE-MCS 01R01 INSP INSPECTION
02/23/12 15.00 SE-MCS 01R01 INSP INSPECTION
01/26/12 15.00 SE-MCS 01R01 INSP INSPECTION
12/27/11 20.00 SE-MCS 01R01 INSP INSPECTION
11/23/11 20.00 SE-MCS 01R01 INSP INSPECTION
10/27/11 90.00 RE-PRMRASS 01R01 BROK BPO
10/25/11 20.00 SE-MCS 01R01 INSP INSPECTION
09/27/11 20.00 SE-MCS 01R01 INSP INSPECTION
09/09/11 585.00 ATY-SC-ROG 01R01 MEDI ST RQ MEDIATION
08/24/11 20.00 SE-MCS 01R01 INSP INSPECTION
07/26/11 20.00 SE-MCS 01R01 INSP INSPECTION
06/21/11 20.00 SE-MCS 01R01 INSP INSPECTION
05/18/11 20.00 SE-MCS 01R01 INSP INSPECTION
04/21/11 20.00 SE-MCS 01R01 INSP INSPECTION
03/30/11 90.00 RE-PRMRASS 01R01 BROK BPO
03/23/11 150.00 ATY-SC-ROG 01R01 CLER CLERK COSTS
03/23/11 350.00 ATY-SC-ROG 01R01 ATTY ATTORNEY FEES
03/22/11 20.00 SE-MCS 01R01 INSP INSPECTION
02/18/11 20.00 SE-MCS 01R01 INSP INSPECTION
01/19/11 300.00 ATY-SC-ROG 01R01 TITL TITLE POLICY
01/19/11 675.00 ATY-SC-ROG 01R01 PROC PROCESS SERVICE
01/19/11 150.00 ATY-SC-ROG 01R01 FILE FILING COSTS
01/19/11 735.00 ATY-SC-ROG 01R01 ATTY ATTORNEY FEES
01/18/11 20.00 SE-MCS 01R01 INSP INSPECTION
12/21/10 20.00 SE-MCS 01R01 INSP INSPECTION
11/23/10 20.00 SE-MCS 01R01 INSP INSPECTION
09/06/10 50.00- 01R01 MBAL CLR MORT REC BAL
08/30/10 50.00 RE-PRMRASS 01R01 BROK BPO
06/25/10 155.00- 01R01 MBAL CLR MORT REC BAL
01/28/10 95.00 RE-PRMRASS 01R01 BROK BPO
10/09/09 15.00 SE-FIRST 01R01 INSP INSPECTION
09/11/09 15.00 SE-FIRST 01R01 INSP INSPECTION
08/03/09 15.00 SE-FIRST 01R01 INSP INSPECTION
07/31/09 15.00 SE-FIRST 01R01 INSP INSPECTION

Thanks,

Lacovia Stevenson

Loan Servicing Specialist
Foreclosure Document Execution Escalation Department

Wells Fargo Home Mortgage | 401 S Tryon St 7th FL | Charlotte, NC 28202
MAC D1050-10F

Tel 704-374-6908

Lacovia.Stevenson@wellsfargo.com

Please include the late fees. The breakdown is as follows:

11/16/10	\$145.47
12/16/10	\$145.47
01/18/11	\$145.47
02/16/11	\$145.47
03/16/11	\$145.47
04/18/11	\$145.47
05/16/11	\$145.47
06/16/11	\$145.47
07/18/11	\$145.47
08/16/11	\$145.47
09/16/11	\$145.47
10/17/11	\$145.47
11/16/11	\$145.47
12/16/11	\$145.47
01/17/12	\$145.47
02/16/12	\$145.47
03/16/12	\$145.47
04/16/12	\$145.47
05/16/12	\$145.47
06/18/12	\$145.47
07/16/12	\$145.47
08/16/12	\$145.47
Total	\$3,200.34

ADJUSTABLE RATE NOTE

11784-17316

(Initial Period: Interest Only; Subsequent Period: One Year Treasury Index, Rate Caps)

THIS NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AT AN INITIAL INTEREST RATE AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST. THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES, AFTER THE INITIAL PERIOD, IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE ALSO LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

MARCH 04, 2005

(Date)

MT. PLEASANT

(City)

SOUTH CAROLINA

46 HOPETOWN ROAD, MT PLEASANT, SC 29464

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ *****665,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is WELLS FARGO BANK, N.A.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.250 % (the "Initial Interest Rate") for the first ONE HUNDRED TWENTY (120) months of the term of this Note (the "Interest Only Period"). The interest rate I will pay will change in accordance with Section 4 of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest during the Interest Only Period, and principal and interest thereafter, by making a payment every month.

I will make my monthly payments on the 1ST day of each month beginning on APRIL 01, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MARCH 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ *****2,909.38, which equals one twelfth (1/12) of the amount of yearly interest due on the Principal at the Initial Interest Rate (the "Interest Only Payments"). This amount may change.

No payments of principal are due during the Interest Only Period. The Interest Only Payments will not reduce the Principal amount of this Note. Additional payments of principal may be made in accordance with Section 5 of this Note.

(C) Monthly Payment Changes

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The Initial Interest Rate I pay may change on the first day of MARCH, 2015, and on that day every 12 MONTHS thereafter. Each date on which my interest rate could change is called a "Change Date".



204

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-QUARTERS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be the new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.250 % or less than 2.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.250 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayments to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of (i) interest only during the Interest Only Period or (ii) principal and interest after the Interest Only Period.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

If all or any part of the Property or any Interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

_____	(Seal)	<u>Anne B. Glassburn</u>	(Seal)
	-Borrower	ANNE B. GLASSBURN	-Borrower
_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower
_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower
_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower

[Sign Original Only]

WITHOUT RECOURSE
PAY TO THE ORDER OF
U.S. Bank National Association, as Trustee
WELLS FARGO BANK, N.A.
BY Joan M. Mills
Joan M. Mills, Vice President

Return To:
WELLS FARGO HOME MORTGAGE
3601 MINNESOTA DR. SUITE 200
BLOOMINGTON, MN 55435

BK H 534PG391

11784-17316

Prepared By:
WELLS FARGO BANK, N.A.

16644 WEST BERNARDO DR., STE
101, SAN DIEGO, CA 921270000

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated MARCH 04, 2005 together with all Riders to this document. * Borrower and Mortgagor

(B) "Borrower" is ANNE B. GLASSBURN, A MARRIED PERSON
DONIVON D. GLASSBURN, Mortgagor Only

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a NATIONAL ASSOCIATION
organized and existing under the laws of THE UNITED STATES

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

Form 3041 1/01

VMP -6(SC) (0005)

Page 1 of 15

Initials: *AS*

VMP MORTGAGE FORMS - (800)521-7291



208

Lender's address is P.O. BOX 10304, DES MOINES, IA 503060304

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MARCH 04, 2005

The Note states that Borrower owes Lender SIX HUNDRED SIXTY FIVE THOUSAND AND 00/100 Dollars

(U.S. \$****665,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 01, 2035

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

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

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

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

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

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

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

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

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

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

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

APN NUMBER: 535-06-00-627

*SEE ADJUSTABLE RATE RIDER

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304

Parcel ID Number: 535-06-00-627
46 HOPETOWN ROAD
MT PLEASANT
("Property Address"):

which currently has the address of

[City] , South Carolina 29464

[Street]
[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

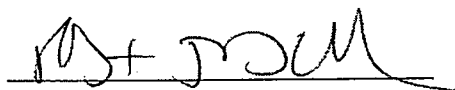
26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

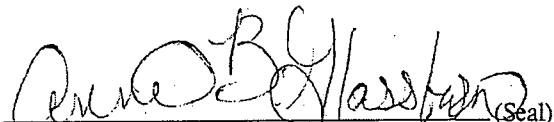
BKH

534PG404

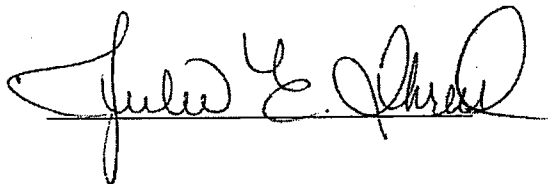
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:



 (Seal)

ANNE B. GLASSBURN
-Borrower
Borrower and Mortgagor



____ (Seal)
-Borrower

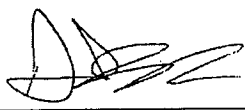
____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

 (Seal)
DONIVON D. GLASSBURN
-Borrower
Mortgagor Only

01400482

HAM

BXH

534PG405

STATE OF SOUTH CAROLINA,
County of Charleston

Personally appeared before me the undersigned witness
and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their act and deed,
deliver the within written Mortgage; and that he/she with the other witness herein
, witnessed the execution thereof.

02/14/05

[Signature]

Sworn to before me this 4TH day of MARCH, 2005

My Commission Expires: 8/19/2007

[Signature: Julie E. Thrush]

Notary Public for South Carolina

Julie E. Thrush

JULIE E. THRUSH
Notary Public, State of South Carolina
Commission Expires August 19, 2007

EXHIBIT 'A'
LEGAL DESCRIPTION OF PROPERTY

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, or to be built thereon, situate, lying and being in the Town of Mt. Pleasant, Charleston County, South Carolina, shown and designated as Lot 5-107, Phase 5, I'On, on a plat thereof entitled, 'FINAL SUBDIVISION PLAT OF PHASE 5, SUBPHASES D, E & F OWNED BY: THE I'ON COMPANY,' dated February 3, 2003, prepared by Thomas & Hutton Engineering Co., and duly recorded on March 10, 2003, in the Office of the RMC for Charleston County, South Carolina, in Plat Book EG at Pages 210-213. SAID lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear. SUBJECT to any and all Restrictions, Covenants, Conditions, Easements, Rights of Way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina, including, but not limited to those contained in that certain Deed recorded in Book X-444 at Page 7.

BEING the same property as conveyed to Donivon D. Glassburn and Anne B. Glassburn by Deed of Tanis Development Co., LLC, dated May 17, 2004, and duly recorded in the Office of the RMC for Charleston County, South Carolina, on May 26, 2004, in Book Z-495 at Page 424.

TMS No.: 535-06-00-627



BP0253821

RMC BK 0253 Pg 821 : pg 1 *

Recording Requested By:
WELLS FARGO BANK, N.A.

When Recorded Return To:

DEFAULT ASSIGNMENT
WELLS FARGO BANK, N.A.
MAC: X9999-018
PO BOX 1629
MINNEAPOLIS, MN 55440-9790



CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
"GLASSBURN"

Date of Assignment: May 21st, 2012
Assignor: WELLS FARGO BANK, N.A. at 1 HOME CAMPUS, DES MOINES, IA 50328
Assignee: US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BEAR STEARNS ARM TRUST, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2005-4 at 60 LIVINGSTON AVENUE, ST. PAUL, MN 55107

Executed By: ANNE B. GLASSBURN, A MARRIED PERSON DONIVON D. GLASSBURN,
MORTGAGOR ONLY To: WELLS FARGO BANK NA
Date of Mortgage: 03/04/2005 Recorded: 04/26/2005 in Book/Reel/Liber: H 534 Page/Folio: 391 In the County of
Charleston, State of South Carolina.

Property Address: 46 HOPETOWN ROAD, MT PLEASANT, SC 29464

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$665,000.00 with interest, secured thereby, with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

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

WELLS FARGO BANK, N.A.

On 5/21/12

By: Stephanie Tautges
Vice President Loan Documentation

WITNESS

Jason Brumm

WITNESS

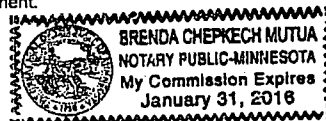
John Kealy

STATE OF Minnesota
COUNTY OF Dakota

On 5/21/12, before me, Brenda Mutua, a Notary Public in Dakota County in the
State of Minnesota, personally appeared Stephanie Tautges, Vice President Loan
Documentation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Brenda Mutua
Notary Expires: 01/31/2016



(This area for notarial seal)

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

WELLS FARGO HOME MORTGAGE
X9901-L1R
PO BOX 1629
MINNEAPOLIS MN 55440-9790

RECORDED

Date: May 24, 2012

Time: 12:05:23 PM

Book

Page

DocType

0253

821

Asgt

Charlie Lybrand, Register
Charleston County, SC

MAKER:

WELLS FARGO

RECIPIENT:

US BANK NA TR

of Pages: 2

of Sats:

of References:

Note:

Recording Fee \$ 6.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 6.00

Original Book:

H534

Original Page:

391

DRAWER

Drawer 2

CLERK

SLW



0253
Book



821
Page



05/24/2012
Recorded Date



2
Pgs



H534
Original Book



391
Original Page



M
Doc Type



12:05:23
Recorded Time

225

IF081-721

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/30/05

PAGE 95244

ARM PLAN ACEO
EMP 0 POF0

LN# ANNE B GLASSBURN

46 HOPETOWN RD

MOUNT PLEASANT

SC 294646661

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
665,000.00	.00	.00	.00	.00	2,280.93	.00	.00	.00	.00	01-01-06	.00	DM H

P & I 1ST	P&I 2ND	CO TAX CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
2909.38	.00	343.94	.00	.00	.00	.00	.00	.00	.00	.00	3530.32	.0525000	1 6

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT IND	GPM	ORG
665,000	0	665,000.00	2		435 98 8848	0.00		0.00	0		0

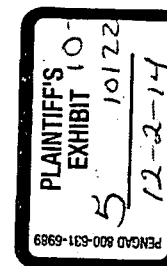
ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRFCY	CH/DT
													07999

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					04-05	

IOE CREDIT	YTD/W-H SW/W-H BALANCE	IORE CREDIT	YTD/W-H SW/W-H BALANCE	CONSTR CD	NO PURGE	FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00					03-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC	STMT CODE / DATE	LOSS MIT	STATUS/COMPL DATE
.00	.00		9	07-27-05		

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD							665000.00			.00	.00		.00	.00		
04-05 03-10	1 42	1			.00	665000.00-	665000.00	.00	.00	.00	.00	BATCH 888 EDIT-SEQ 289928	.00	.00		1
04-05 03-10	1 43	2			.00	.00	665000.00	765.20-	.00	.00	.00	BATCH 888 EDIT-SEQ 290871	.00	.00		1
04-05 03-10	1 70	3			4145.77	.00	665000.00	.00	4145.77	4145.77	.00	BATCH 497 EDIT-SEQ 267235	.00	.00		1
04-05 04-15	1 73	1			3530.32	.00	665000.00	2909.38	620.94	4766.71	.00		.00	.00		1
															04-15-05 L	
															207.81 AA	
05-05 05-17	1 73	1			3530.32	.00	665000.00	2909.38	620.94	5387.65	.00	BATCH 539 EDIT-SEQ 278785	.00	.00		1
																05-16-05 L
															207.81 AA	
												BATCH 537 EDIT-SEQ 139200				
05-05 05-24	3 51	1			CHECK #268345				3891.00-	1496.65		PAYEE CD 70117				
06-05 06-09	3 51	1			CHECK #397956				3013.00-	1516.35-		PAYEE CD 72064				
06-05 06-10	1 61	1			1516.35	.00	665000.00	.00	1516.35	.00	1516.35	BATCH 909 EDIT-SEQ 999999	.00	.00		1
06-05 06-16	1 52	1			.00	.00	665000.00	.00	.00	.00	1516.35		.00	.00		145.47- 11
06-05 06-21	1 73	1			3530.32	.00	665000.00	2909.38	620.94	620.94	1516.35		.00	.00		1
																06-20-05 L
															138.54 AA	
06-05 06-21	1 68	2			.00	.00	665000.00	.00	620.94-	.00	895.41	BATCH 535 EDIT-SEQ 642159	.00	.00		1
																620.94 V
												BATCH 535 EDIT-SEQ 642159				
06-06 07-18	3 51	1			CHECK #643689				278.00-	278.00-		PAYEE CD 72064				
07-05 07-18	1 52	2			.00	.00	665000.00	.00	.00	278.00-	895.41		.00	.00		145.47- 11
07-05 07-19	1 61	1			278.00	.00	665000.00	.00	278.00	.00	1173.41		.00	.00		1



224

I7081-721
LOAN-NO (CONT\D)

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# 13 12/30/05
PAGE 95245

LN# ANNE B GLASSBURN

EMP 0 POF0

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL	OTHER AMOUNTS	CFD DCT
07-05	07-26	1	73	1	3821.26	.00	665000.00	2909.38	620.94	620.94	1173.41	.00	.00	.00	290.94	11
BATCH 918 EDIT-SEQ 999999																
07-26-05 L 138.54 AA																
07-05	07-26	1	68	2	.00	.00	665000.00	.00	620.94-	.00	552.47	.00	.00	.00	620.94	1
BATCH 535 EDIT-SEQ 148316																
07-26-05 L 138.54 AA																
08-05	08-16	1	52	1	.00	.00	665000.00	.00	.00	.00	552.47	.00	.00	.00	145.47-	11
08-05	08-17	1	73	1	3530.32	.00	665000.00	2909.38	620.94	620.94	552.47	.00	.00	.00	145.47-	11
BATCH 535 EDIT-SEQ 148316																
08-16-05 L 138.54 AA																
08-05	08-17	1	68	2	.00	.00	665000.00	.00	552.47-	68.47	.00	.00	.00	.00	552.47	1
BATCH 536 EDIT-SEQ 678005																
08-16-05 L 138.54 AA																
09-05	08-17	1	32	3	.00	.00	665000.00	.00	.00	68.47	.00	.00	.00	.00	145.47	011
09-05	09-16	1	73	1	3530.32	.00	665000.00	2909.38	620.94	689.41	.00	.00	.00	.00	145.47	11
BATCH 536 EDIT-SEQ 678005																
09-16-05 L 138.54 AA																
10-05	10-17	1	52	1	.00	.00	665000.00	.00	.00	689.41	.00	.00	.00	.00	145.47-	11
10-05	10-31	1	73	1	3675.79	.00	665000.00	2909.38	620.94	1310.35	.00	.00	.00	.00	145.47	11
BATCH 536 EDIT-SEQ 132770																
10-31-05 L 138.54 AA																
11-05	11-16	1	52	1	.00	.00	665000.00	.00	.00	1310.35	.00	.00	.00	.00	145.47-	11
11-05	11-30	1	73	1	7206.11	.00	665000.00	2909.38	620.94	1931.29	.00	.00	.00	.00	145.47	11
BATCH 537 EDIT-SEQ 424638																
11-30-05 L 138.54 AA																
12-05	11-30	1	73	2	.00	.00	665000.00	2909.38	620.94	2552.23	.00	.00	.00	.00	145.47-	11
BATCH 537 EDIT-SEQ 306529																
11-30-05 L 138.54 AA																
12-05	12-14	3	12	1	CHECK #850822	.00	665000.00	.00	4833.16-	2280.93-	.00	.00	.00	.00	145.47-	11
01-06	12-15	1	61	1	2280.93	.00	665000.00	.00	2280.93	.00	2280.93	.00	.00	.00	145.47	11
BATCH 914 EDIT-SEQ 999999																
11-30-05 L 138.54 AA																
REQ-BY TOTALS 40,575.81 25,419.22 12,015.16 3,179.75																
Y/E .00																

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER-INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

227

I7081-721

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/29/06
PAGE 69902ARM PLAN ACE0
EMP 0 P0F0

LN# ANNE B GLASSBURN

46 HOPETOWN RD

MOUNT PLEASANT

SC 294646661

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT	DUE DATE	HUD PRT OF M
665,000.00	.00	177.49	.00	.00	.00	.00	.00	.00	.00	01-01-07	.00 DM H

P & I 1ST	P&I 2ND	CO TAX CITY TAX	HAZ INS	M I P	LIEN	BSC A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
2909.38	.00	402.76	.00	278.25	.00	.00	.00	.00	.00	3749.85	.0525000	1 6
OVER/SHORT AMT		159.46										

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
665,000	0	665,000.00	2		435 98 8848	0.00	0.00	0	0

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
					07999		5						

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					04-05	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				03-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
.00	.00		9 07-27-05	

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER CFD AMOUNTS DCT
01-06	01-03	1	71	1	3530.32	.00	665000.00	2909.38	620.94	620.94	2280.93	.00	.00	.00	01-03-06 L 138.54 AA
01-06	01-03	1	68	2	.00	.00	665000.00	.00	620.94-	.00	1659.99	.00	.00	.00	620.94 V
02-06	02-01	1	71	1	3530.32	.00	665000.00	2909.38	620.94	620.94	1659.99	.00	.00	.00	02-01-06 L 138.54 AA
02-06	02-01	1	68	2	.00	.00	665000.00	.00	620.94-	.00	1039.05	.00	.00	.00	620.94 V
03-06	03-01	1	71	1	3898.65	.00	665000.00	2909.38	989.27	989.27	1039.05	.00	.00	.00	03-01-06 L 138.54 AA
03-06	03-01	1	68	2	.00	.00	665000.00	.00	989.27-	.00	49.78	.00	.00	.00	989.27 V
04-06	04-03	1	71	1	3898.65	.00	665000.00	2909.38	989.27	989.27	49.78	.00	.00	.00	04-03-06 L 138.54 AA
04-06	04-03	1	68	2	.00	.00	665000.00	.00	49.78-	939.49	.00	.00	.00	.00	49.78 V

BATCH 901 EDIT-SEQ 999999

229

I7081-721
LOAN-NO (CONT'D)

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# [REDACTED] T13 12/29/06
PAGE 69903

EMP 0 POF0

LN# [REDACTED] ANNE B GLASSBURN

DUE	PROC	TP	SQ	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNED	OTHER	CFD
DATE	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT	BALANCE	INT-BAL.	AMOUNTS	DCT
05-06	05-01	1	71	1	3898.65	.00	665000.00	2909.38	989.27	1928.76	.00	.00	.00	.00	1
05-01-06 L															
138.54 AA															
BATCH 901 EDIT-SEQ 999999															
PAYEE CD 59001															
06-06	05-25	3	51	1	CHECK #WIRE	.00	665000.00	.00	3339.00-	1410.24-	.00	.00	.00	.00	1
06-06	05-26	1	61	1	1410.24	.00	665000.00	.00	1410.24	.00	1410.24	.00	.00	.00	1
BATCH 925 EDIT-SEQ 999999															
06-06	06-01	1	71	1	3898.65	.00	665000.00	2909.38	989.27	989.27	1410.24	.00	.00	.00	1
06-01-06 L															
138.54 AA															
BATCH 901 EDIT-SEQ 999999															
06-06	06-01	1	68	2	.00	.00	665000.00	.00	989.27-	.00	420.97	.00	.00	.00	1
989.27 V															
BATCH 901 EDIT-SEQ 999999															
07-06	07-03	1	71	1	3898.65	.00	665000.00	2909.38	989.27	989.27	420.97	.00	.00	.00	1
07-03-06 L															
138.54 AA															
BATCH 901 EDIT-SEQ 999999															
07-06	07-03	1	68	2	.00	.00	665000.00	.00	420.97-	568.30	.00	.00	.00	.00	1
420.97 V															
BATCH 901 EDIT-SEQ 999999															
08-06	08-01	1	71	1	3898.65	.00	665000.00	2909.38	989.27	1557.57	.00	.00	.00	.00	1
08-01-06 L															
138.54 AA															
BATCH 901 EDIT-SEQ 999999															
09-06	09-01	1	71	1	3749.85	.00	665000.00	2909.38	840.47	2398.04	.00	.00	.00	.00	1
09-01-06 L															
138.54 AA															
BATCH 901 EDIT-SEQ 999999															
10-06	10-02	1	71	1	3749.85	.00	665000.00	2909.38	840.47	3238.51	.00	.00	.00	.00	1
10-02-06 L															
138.54 AA															
BATCH 901 EDIT-SEQ 999999															
11-06	11-01	1	71	1	3749.85	.00	665000.00	2909.38	840.47	4078.98	.00	.00	.00	.00	1
11-01-06 L															
138.54 AA															
BATCH 901 EDIT-SEQ 999999															
12-06	12-01	1	71	1	3749.85	.00	665000.00	2909.38	840.47	4919.45	.00	.00	.00	.00	1
12-01-06 L															
138.54 AA															
BATCH 901 EDIT-SEQ 999999															
12-06	12-22	3	12	1	CHECK #910328				4741.96-	177.49					1
PAYEE CD 39019															

229

I7081-721

WELLS FARGO BANK, N. A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/29/06

PAGE 69904

LOAN-NO (CONT\D)

REQ-BY TOTALS 46,862.18

34,912.56

.00

5,353.65

Y/E

.00

8,258.45

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER-INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CX-FEE 3=CHG-OWNER \$=ELOC-FEE

230

I7081-721

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/31/07

PAGE 48335

ARM PLAN ACEO
EMP 0 POFO

LN# ANNE B GLASSBURN

46 ROPETOWN RD

MOUNT PLEASANT

SC 294646661

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
665,000.00	.00	3460.49	.00	.00	.00	.00	.00	.00	.00	01-01-08	.00	DM H

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
2909.38	.00	395.16	.00	342.83	.00	.00	.00	.00	.00	.00	.00	3687.26	.0525000	1 6
OVER/SHORT AMT		39.89												

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT IND	GPM	ORG
665,000	0	665,000.00	2		435 98 8848	0.00		0.00	0		0

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
						07999	5						

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL	DT
12		.00					04-05		

IOE CREDIT	YTD/W-H	SW/W-H	BALANCE	IORE CREDIT	YTD/W-H	SW/W-H	BALANCE	CONSTR CD	NO PURGE	FLAG/YR	BNKRPT STAT	LAST DEF	DUE
.00	.00	.00	.00	.00	.00	.00	.00					03-35	

REC CORP	ADV BAL	3RD REC	CORP	ADV BAL	FORECL WKST	CODE/REINSTATE	DATE	INIT ESC	STMT CODE	DATE	LOSS MIT	STATUS/COMPL	DATE
.00	.00			.00				9		07-27-05			

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
01-07	01-02	1	71	1	3749.85	.00	665000.00	2909.38	840.47	1017.96	.00	.00	.00	.00		1
BATCH 901 EDIT-SEQ 999999																
01-02-07 L 138.54 AA																
02-07	02-01	1	71	1	3749.85	.00	665000.00	2909.38	840.47	1858.43	.00	.00	.00	.00		1
BATCH 901 EDIT-SEQ 999999																
02-01-07 L 138.54 AA																
03-07	03-01	1	71	1	3749.85	.00	665000.00	2909.38	840.47	2698.90	.00	.00	.00	.00		1
BATCH 901 EDIT-SEQ 999999																
03-01-07 L 138.54 AA																
04-07	04-02	1	71	1	3749.85	.00	665000.00	2909.38	840.47	3539.37	.00	.00	.00	.00		1
BATCH 901 EDIT-SEQ 999999																
04-02-07 L 138.54 AA																
05-07	05-01	1	71	1	3749.85	.00	665000.00	2909.38	840.47	4379.84	.00	.00	.00	.00		1
BATCH 901 EDIT-SEQ 999999																
05-01-07 L 138.54 AA																
06-07	05-24	3	51	1	CHECK #WIRE.				4114.00-	265.84						1
06-07	06-01	1	71	1	3749.85	.00	665000.00	2909.38	840.47	1106.31	.00	.00	.00	.00		1
BATCH 901 EDIT-SEQ 999999																
06-01-07 L 138.54 AA																
07-07	07-02	1	71	1	3749.85	.00	665000.00	2909.38	840.47	1946.78	.00	.00	.00	.00		1
BATCH 901 EDIT-SEQ 999999																
07-02-07 L 138.54 AA																

231

I7081-721
LOAN-NO (CONT'D)

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/31/07
PAGE 48336

EMP 0 POF0

LN# ANNE B GLASSBURN

DUE DATE	PROC DATE	TP	SQ	TR	NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
08-07	08-01	1	71	1		3749.85	.00	665000.00	2909.38	840.47	2787.25	.00	.00	.00	.00	08-01-07 L	1
													BATCH 901 EDIT-SEQ 999999		.00	138.54 AA	
09-07	09-04	1	71	1		3687.26	.00	665000.00	2909.38	777.88	3565.13	.00	.00	.00	.00	09-04-07 L	1
													BATCH 901 EDIT-SEQ 999999		.00	138.54 AA	
10-07	10-01	1	71	1		3687.26	.00	665000.00	2909.38	777.88	4343.01	.00	.00	.00	.00	10-01-07 L	1
													BATCH 901 EDIT-SEQ 999999		.00	138.54 AA	
11-07	11-01	1	71	1		3687.26	.00	665000.00	2909.38	777.88	5120.89	.00	.00	.00	.00	11-01-07 L	1
													BATCH 901 EDIT-SEQ 999999		.00	138.54 AA	
12-07	12-03	1	71	1		3687.26	.00	665000.00	2909.38	777.88	5898.77	.00	.00	.00	.00	12-03-07 L	1
													BATCH 901 EDIT-SEQ 999999		.00	138.54 AA	
12-07	12-26	3	12	1		CHECK #233930				2438.28	3460.49						
													PAYEE CD 39019		.00	1,662.48	
REQ-BY TOTALS						44,747.84	.00			34,912.56							
Y/E										9,835.28							

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=DE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

232

I7081-721

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/31/08
PAGE 17298ARM PLAN ACEO
EMP 0 POF0

SC 294646661

LN# ANNE B GLASSBURN

46 HOPETOWN RD

MOUNT PLEASANT

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT	DUE	DUE DATE	HUD	PRT OF M
665,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	01-01-09	.00	DM H
P & I 1ST	P&I 2ND	CO TAX CITY TAX	HAZ INS	M I P	LIEN	BSC A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM	
2909.38	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	2909.38	.0525000	1 6	
1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT	IND	GPM	ORG	
665,000	0	665,000.00	2		435 98 8848	0.00		0.00	0		0		

ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNKRPCY CH/DT
12 07999 5

PMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DI-NOT-RPT-YR REAS CAUS RI-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT
12 .00 04-05

IOE CREDIT YTD/W-H SW/W-H BALANCE IOE CREDIT YTD/W-H SW/W-H BALANCE CONSTR.CD NO PURGE FLAG/YR BNKRPT STAT LAST DEF DUE
.00 .00 .00 03-35

REC CORP ADV BAL 3RD REC CORP ADV BAL FORECL WKST CODE/REINSTATE DATE INIT ESC STMT CODE / DATE LOSS MIT STATUS/COMPL DATE
.00 .00 9 07-27-05

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER CTD AMOUNTS DCT
01-08	01-02	1	71	1	3687.26	.00	665000.00	2909.38	777.88	4238.37	.00	.00	.00	.00	01-02-08 L 138.54 AA
00-00	01-21	3	07	1	CHECK #526864 2909.38	.00	665000.00	2909.38	.00	4238.37-.00	.00	.00	.00	.00	02-01-08 L 138.54 AA
02-08	02-01	1	71	1		.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	03-03-08 L 138.54 AA
03-08	03-03	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	04-01-08 L 138.54 AA
04-08	04-01	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	05-01-08 L 138.54 AA
05-08	05-01	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	06-02-08 L 138.54 AA
06-08	06-02	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	07-01-08 L 138.54 AA
07-08	07-01	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	

BATCH 901 EDIT-SEQ 999999
PAYEE CD
BATCH 901 EDIT-SEQ 999999
BATCH 901 EDIT-SEQ 999999
BATCH 901 EDIT-SEQ 999999
BATCH 901 EDIT-SEQ 999999
BATCH 901 EDIT-SEQ 999999
BATCH 901 EDIT-SEQ 999999
BATCH 901 EDIT-SEQ 999999

233

I7081-721
LOAN-NO (CONT\D)

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/31/08
PAGE 17299

LN# ANNE B GLASSBURN

EMP 0 POFO

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT				
08-08	08-01	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	08-01-08 L 138.54 AA	1				
BATCH 901 EDIT-SEQ 999999																				
09-08	09-02	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	09-02-08 L 138.54 AA	1				
BATCH 901 EDIT-SEQ 999999																				
10-08	10-01	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	10-01-08 L 138.54 AA	1				
BATCH 901 EDIT-SEQ 999999																				
11-08	11-03	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	11-03-08 L 138.54 AA	1				
BATCH 901 EDIT-SEQ 999999																				
12-08	12-01	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	12-01-08 L 138.54 AA	1				
BATCH 901 EDIT-SEQ 999999																				
REQ-BY TOTALS															35,690.44	34,912.56	.00	777.88	.00	1,662.48
Y/E																				

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG-SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

234

I7081-721

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/31/09
PAGE 1397ARM PLAN ACE0
EMP 0 POFO

LN# ANNE B GLASSBURN

63 ROBERT MILLS CIR

MOUNT PLEASANT

SC 294646661

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT	DUE DATE	HUD	PRT OF M
665,000.00	.00	2999.16-	.00	3,600.62	24.00	.00	.00	872.82	.00	08-01-09	.00	DM H
P & I 1ST	P&I 2ND	CO TAX CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE DT BM
2909.38	.00	249.93	.00	444.50	.00	.00	.00 0	.00 0	.00 0	.00	3603.81	.0525000 1 9
1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT	IND	GPM	ORG
665,000	0	665,000.00	2		435 98 8848	0.00		0.00		0		0

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
					07999		5						

PMT PERIOD	1098-DET-RIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					04-05	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				03-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
60.00	.00		9 07-27-05	A

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
01-09	01-02	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	.00	01-02-09 L 138.54 AA
02-09	02-02	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	.00	02-02-09 L 138.54 AA
03-09	03-02	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	.00	03-02-09 L 138.54 AA
04-09	04-01	1	71	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	.00	04-01-09 L 138.54 AA
04-09	04-15	1	48	1	.00	.00	665000.00	2909.38-	.00	.00	.00	.00	.00	.00	.00	04-15-09 L 138.54 AA
04-09	04-16	1	52	1	.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	.00	04-16-09 L 145.47- 11
04-09	04-30	1	73	1	2909.38	.00	665000.00	2909.38	.00	.00	.00	.00	.00	.00	.00	04-30-09 L 138.54 AA
05-09	05-18	1	52	1	.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	.00	05-18-09 L 145.47- 11
05-09	06-16	1	52	1	.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	.00	05-16-09 L 145.47- 11
06-09	07-13	3	51	1	CHECK #298921	.00	665000.00	.00	24.00-	24.00-	24.00	.00	.00	.00	.00	06-13-09 L 1
05-09	07-14	1	61	1	24.00	.00	665000.00	.00	24.00	.00	24.00	.00	.00	.00	.00	05-14-09 L 1

235

17081-721
LOAN-NO (CONT'D)

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/31/09
PAGE 1398

LN# ANNE B GLASSBURN

EMP 0 P0F0

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
05-09	07-16	1	52	1	.00	.00	665000.00	.00	.00	.00	24.00	BATCH 913 EDIT-SEQ 999999	.00	.00	.00	145.47- 11
05-09	07-30	1	73	1	2909.38	.00	665000.00	2909.38	.00	.00	24.00	.00	.00	.00		1
																07-30-09 L
																138.54 AA
												BATCH LFC EDIT-SEQ 431983	.00	.00	.00	1
06-09	07-30	1	73	2	2909.38	.00	665000.00	2909.38	.00	.00	24.00	.00	.00	.00		07-30-09 L
																138.54 AA
												BATCH LFC EDIT-SEQ 431985				
00-00	07-31	6	31	1	.00	PROCES DKH REASON INSP INSPECTION				CORP:SEQ	PAYEE 01R01	ORIG PAY SE-FIRST			15.00	AR
					CHECK #526396	MICR CHECK #7003526396										
00-00	08-03	6	31	1	.00	PROCES DKH REASON INSP INSPECTION				CORP:SEQ	PAYEE 01R01	ORIG PAY SE-FIRST			15.00	AR
					CHECK #557736	MICR CHECK #7003557736										
07-09	08-17	1	52	1	.00	.00	665000.00	.00	.00	.00	24.00	.00	.00	.00	145.47- 11	
00-00	09-11	6	31	1	.00	PROCES DKH REASON INSP INSPECTION				CORP:SEQ	PAYEE 01R01	ORIG PAY SE-FIRST			15.00	AR
					CHECK #020097	MICR CHECK #7004020097										
07-09	09-16	1	52	1	.00	.00	665000.00	.00	.00	.00	24.00	.00	.00	.00	145.47- 11	
00-00	10-09	6	31	1	.00	PROCES DKH REASON INSP INSPECTION				CORP:SEQ	PAYEE 01R01	ORIG PAY SE-FIRST			15.00	AR
					CHECK #313561	MICR CHECK #7004313561										
07-09	10-30	1	73	1	2170.00	.00	665000.00	.00	.00	.00	24.00	.00	.00	.00		1
																2170.00 W
																10-30-09 L
												BATCH 5FO EDIT-SEQ 533785	.00	.00	.00	ACTION 0029
07-09	12-02	1	72	1	470.00	.00	665000.00	.00	.00	.00	24.00	.00	.00	.00		1
												MPL-ID GLBL				
																470.00 W
																12-02-09 L
												BATCH LUA EDIT-SEQ 198286	.00	.00	.00	ACTION 1029
07-09	12-02	1	72	2	1700.00	.00	665000.00	.00	.00	.00	24.00	.00	.00	.00		1
												MPL-ID GLBL				
																1700.00 W
																12-02-09 L
												BATCH LUA EDIT-SEQ 198287	.00	.00	.00	ACTION 1029
07-09	12-03	1	73	1	.00	.00	665000.00	2909.38	.00	.00	24.00	.00	.00	.00		1
																2909.38-W
																12-02-09 L
																138.54 AA
												BATCH 44A EDIT-SEQ 644113	.00	.00	.00	ACTION 0029
08-09	12-03	1	73	2	.00	.00	665000.00	.00	.00	.00	24.00	.00	.00	.00		1
												BATCH 929 EDIT-SEQ 999999	.00	.00	.00	ACTION 1005
08-09	12-31	1	72	1	2170.00	.00	665000.00	.00	.00	.00	24.00	.00	.00	.00		1
												MPL-ID GLBL				
																2170.00 W
																12-31-09 L
												BATCH LUA EDIT-SEQ 051575	.00	.00	.00	ACTION 1029
12-09	12-31	3	12	2	CHECK #PEND...	MICR CHECK #PENDING			2999.16-	2999.16-		PAYEE CD 39019				

234

I7081-721
LOAN-NO (CONT'D)

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/31/09

PAGE 1399

REQ-BY TOTALS	26,899.66		20,365.66		.00	3,757.58
Y/E		.00	24.00			

OTHER AMOUNT CODES:

A=FHA-PENALTY	G=SER=INTEREST-PAID TO POOL	K=INT-DUE-PD	P=ACCRUED-IOE/IORE	U=REAPPLICATION-FEE	Y=HUD-FUND
B=BSC	H=FEE-AMT	L=PD-THRU-DT	R=UE-INT-AMT	V=ESCROW-ADVANCE	Z=RESTRICTED-ESCROW
C=235-FEE	I=A-H-PD	M=ADVANCE-EFF-DATE	S=CR-LIFE-AMT	W=SUSPENSE	DI=DEFERRED-INT-BAL
F=MISC	J=LIFE-PD	N=ADVANCE-MEMO-AMT	T=ORIG-FEE-AMT	X=REPLACEMENT-RESERVE	
AA=SER-FEE-PD	AB=DEFERRED-INT-PD	AC=LIFE-DEF-INT-PD	AD=CHECK-NO	AE=DEFERRED-INT-LTD-PD	AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE	AJ=DEF-INT-ADJ-FLAG	AK=ADV-AMT-RECD	AL=TRAN-SOURCE	AM=IOC-SPEC-INT-PD	AN=NON-REC-CORP-ADV
STAMP	AR=MTGR-REC-CORP-ADV	AS=PREV-POSTED	AT=3RD-REC=CORP-ADV	AY=ADJ YE 1098	IND
FEE CODES:	1=LATE-CHARGE	2=BAD-CK-FEE	3=CHG-OWNER	\$=ELOC-FEE	AZ=CHOICES-PD

237

I7081-721

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# [REDACTED] T13 12/31/10

PAGE 64757

ARM PLAN ACE0

EMP 0 POF2

LN# [REDACTED] ANNE B GLASSBURN

46 HOPETOWN ROAD

MOUNT PLEASANT

SC 294640000

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
665,000.00	.00	.00	.00	.00	9,312.56	.00	.00	290.94	.00	12-01-09	.00	DM F

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
2909.38	.00	249.93	.00	396.58	.00	.00	.00	.00	.00	.00	.00	3555.89	.0525000	1 9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL	BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT	IND	GPM	ORG
665,000	0	665,000.00	2		000 00	8848	0.00		0.00		0		0

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
						07999	5						

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG	YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL	DT
12		.00						04-05		

IOE CREDIT	YTD/W-H	SW/W-H	BALANCE	IORE CREDIT	YTD/W-H	SW/W-H	BALANCE	CONSTR CD	NO PURGE	FLAG/YR	BNKRPT	STAT	LAST DEF	DUE
.00		.00	.00	.00		.00	.00						03-35	

REC CORP	ADV BAL	3RD REC	CORP	ADV BAL	FORECL	WKST	CODE/REINSTATE	DATE	INIT	ESC	STMT	CODE /	DATE	LOSS	MIT	STATUS/COMPL	DATE
40.00		.00		.00	A				9			07-27-05		R		10-19-10	

DOE	PROC	TP	SQ	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNED	OTHER	CFD
DATE	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT	BALANCE	INT-BAL.	AMOUNTS	DCT
BAL-FWD						665000.00			2999.16-	24.00		.00	.00		
08-09	01-04	1	61	1	2999.16	.00	665000.00	.00	2999.16	.00	3023.16	.00	.00	.00	1

DOE	PROC	TP	SQ	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNED	OTHER	CFD
DATE	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT	BALANCE	INT-BAL.	AMOUNTS	DCT
00-00	01-12	6	32	1	.00	PROCES NOX	REASON HOPE	HOPE NOW	PROJECT	CORP:SEQ	PAYEE 06N06	ORIG PAY SE-HOON416	150.00	AN	
00-00	01-28	6	33	1	.00	PROCES 49F	REASON BROK	BPO		CORP:SEQ	PAYEE 01R01	ORIG PAY RE-PRMRASS	95.00	AR	
08-09	01-29	1	72	1	2170.00	.00	665000.00	.00	.00	.00	3023.16	.00	.00	.00	1

DOE	PROC	TP	SQ	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNED	OTHER	CFD
DATE	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT	BALANCE	INT-BAL.	AMOUNTS	DCT
08-09	03-01	1	72	1	2170.00	.00	665000.00	.00	.00	.00	3023.16	.00	.00	.00	1
													2170.00 W		
													01-29-10 L		

DOE	PROC	TP	SQ	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNED	OTHER	CFD
DATE	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT	BALANCE	INT-BAL.	AMOUNTS	DCT
08-09	04-02	1	72	1	2170.00	.00	665000.00	.00	.00	.00	3023.16	.00	.00	.00	1
													2170.00 W		
													02-26-10 L		

DOE	PROC	TP	SQ	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNED	OTHER	CFD
DATE	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT	BALANCE	INT-BAL.	AMOUNTS	DCT
08-09	04-12	1	73	1	.00	.00	665000.00	2909.38	694.43	694.43	3023.16	.00	.00	.00	1
													7207.62-W		
													04-02-10 L		
													138.54 AA		

DOE	PROC	TP	SQ	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNED	OTHER	CFD
DATE	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT	BALANCE	INT-BAL.	AMOUNTS	DCT
08-09	04-12	1	68	2	.00	.00	665000.00	.00	694.43-	.00	2328.73	.00	.00	.00	1
													694.43 V		
09-09	04-12	1	73	3	.00	.00	665000.00	2909.38	694.43	694.43	2328.73	.00	.00	.00	1
													04-02-10 L		
													138.54 AA		

832

I7081-721
LOAN-NO (CONT'D)

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# [REDACTED] T13 12/31/10
PAGE 64758

LN# [REDACTED] ANNE B GLASSBURN

EMP 0 POF2

DUE DATE	PROC DATE	TP	SQ	TR	NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL	OTHER AMOUNTS	CFD DCT
09-09	04-12	1	68	4		.00	.00	665000.00	.00	694.43-	.00	1634.30	.00	.00	.00		1
BATCH 45A EDIT-SEQ 026283																	
694.43 V																	
10-09	04-16	1	52	1		.00	.00	665000.00	.00	.00	.00	1634.30	.00	.00	.00	145.47-	11
04-10	04-28	3	51	1		CHECK #226316		MICR CHECK #7007226316	2509.00-	2509.00-			PAYEE CD 73313				
10-09	04-29	1	61	1		2509.00	.00	665000.00	.00	2509.00	.00	4143.30	.00	.00	.00		1
BATCH 928 EDIT-SEQ 999999																	
10-09	05-03	1	72	1		2170.00	.00	665000.00	.00	.00	.00	4143.30	.00	.00	.00		1
2170.00 W																	
05-03-10 L																	
BATCH LUA EDIT-SEQ 779384 ACTION 102W																	
03-10	05-13	3	52	1		CHECK #538780		MICR CHECK #7007538780	2250.00-	2250.00-			PAYEE CD ASPOL				
10-09	05-14	1	61	1		2250.00	.00	665000.00	.00	2250.00	.00	6393.30	.00	.00	.00		1
BATCH 913 EDIT-SEQ 999999																	
10-09	05-28	1	63	1		2250.00	.00	665000.00	.00	2250.00	2250.00	6393.30	.00	.00	.00		1
BATCH ASG EDIT-SEQ 347456																	
10-09	05-28	1	68	2		.00	.00	665000.00	.00	2250.00-	.00	4143.30	.00	.00	.00	2250.00 V	
BATCH ASG EDIT-SEQ 347456																	
10-09	06-03	1	72	1		2170.00	.00	665000.00	.00	.00	.00	4143.30	.00	.00	.00		1
2170.00 W																	
06-03-10 L																	
BATCH LXA EDIT-SEQ 605801 ACTION 102W																	
10-09	06-24	1	72	1		2170.00	.00	665000.00	.00	.00	.00	4143.30	.00	.00	.00		1
MPL-ID GLBL																	
2170.00 W																	
BATCH LXA EDIT-SEQ 256368 ACTION OMP4																	
10-09	06-24	1	72	2		8330.07-	.00	665000.00	.00	.00	.00	4143.30	.00	.00	.00		1
MPL-ID GLBL																	
8330.07-W																	
BATCH LXA EDIT-SEQ 256368 ACTION OMP4																	
10-09	06-24	1	72	3		8130.07	.00	665000.00	2909.38	646.51	646.51	4143.30	.00	.00	.00	1018.29 11	
MPL-ID GLBL																	
06-24-10 L																	
138.54 AA																	
BATCH LXA EDIT-SEQ 256368																	
10-09	06-24	1	68	4		.00	.00	665000.00	.00	646.51-	.00	3496.79	.00	.00	.00		1
MPL-ID GLBL																	
646.51 V																	
BATCH LXA EDIT-SEQ 256368																	
11-09	06-24	1	72	5		.00	.00	665000.00	2909.38	646.51	646.51	3496.79	.00	.00	.00		1
MPL-ID GLBL																	
06-24-10 L																	
138.54 AA																	
BATCH LXA EDIT-SEQ 256368																	
11-09	06-24	1	68	6		.00	.00	665000.00	.00	646.51-	.00	2850.28	.00	.00	.00		1
MPL-ID GLBL																	
646.51 V																	
BATCH LXA EDIT-SEQ 256368																	
12-09	06-24	1	72	7		15.00	.00	665000.00	.00	.00	.00	2850.28	.00	.00	.00	15.00 41	
MPL-ID GLBL																	

231

I7081-721
LOAN-NO (CONT'D)

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# [REDACTED] T13 12/31/10
PAGE 64759

LN# [REDACTED] ANNE B GLASSBURN

EMP 0 POF2

DUE DATE	PROC DATE	TP	SQ TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
12-09	06-24	1	72 8	30.00	.00	665000.00	.00	.00	.00	2850.28	.00	.00	.00	30.00	21
MPL-ID GLBL BATCH LXA EDIT-SEQ 256368															
12-09	06-24	1	72 9	155.00	.00	665000.00	.00	.00	.00	2850.28	.00	.00	.00		1
MPL-ID GLBL 155.00 W 06-24-10 L BATCH LXA EDIT-SEQ 256368 ACTION ORCA 155.00-AR															
00-00	06-25	7	45 1	155.00-PROCES	###	REASON MBAL	CLR MORT REC BAL	CORP:SEQ	PAYEE	01R01	ORIG PAY				
12-09	06-25	1	73 2	CHECK #	.00	.00	665000.00	.00	1082.93	1082.93	2850.28	.00	.00	.00	155.00 *1 1237.93-W
BATCH 44D EDIT-SEQ 903006															
12-09	06-25	1	68 3	.00	.00	665000.00	.00	1082.93-	.00	1767.35	.00	.00	.00	1082.93 V	1
BATCH 44D EDIT-SEQ 903006															
12-09	07-16	1	52 1	.00	.00	665000.00	.00	.00	.00	1767.35	.00	.00	.00	145.47- 11	1
12-09	08-03	1	72 1	2170.00	.00	665000.00	.00	.00	.00	1767.35	.00	.00	.00		
MPL-ID GLBL 2170.00 W 08-02-10 L BATCH LXE EDIT-SEQ 852721 ACTION IMP8 .00 .00 .00 145.47 11 1912.82-W															
12-09	08-04	1	73 1	.00	.00	665000.00	.00	1767.35	1767.35	1767.35	.00	.00	.00		
BATCH 44O EDIT-SEQ 930073 ACTION 0927															
12-09	08-04	1	68 2	.00	.00	665000.00	.00	1767.35-	.00	.00	.00	.00	.00	1767.35 V	1
BATCH 44O EDIT-SEQ 930073 ACTION 0927															
12-09	08-04	1	73 3	.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	15.00 41 15.00-W	
BATCH 44O EDIT-SEQ 930075 ACTION 0927															
00-00	08-30	6	33 1	.00 PROCES	DNX	REASON BROK	BPO	CORP:SEQ	PAYEE	01R01	ORIG PAY	RE-PRMRASS	50.00 AR		
12-09	09-03	1	72 1	CHECK #967708	2170.00	.00	665000.00	.00	.00	.00	.00	.00	.00		1
MPL-ID GLBL 2170.00 W 09-02-10 L BATCH LUA EDIT-SEQ 335625 ACTION IMP8 50.00-AR															
00-00	09-06	7	45 1	50.00-PROCES	###	REASON MBAL	CLR MORT REC BAL	CORP:SEQ	PAYEE	01R01	ORIG PAY				
12-09	09-06	1	73 2	CHECK #	.00	.00	665000.00	.00	.00	.00	.00	.00	.00	50.00 *1 50.00-W	
BATCH 44M EDIT-SEQ 906523 ACTION 0927															
12-09	09-16	1	52 1	.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	145.47- 11	
12-09	09-20	1	73 1	.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	145.47 11 145.47-W	
BATCH 500 EDIT-SEQ 124995 ACTION 0927															
12-09	09-27	1	73 1	.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	15.00 41 15.00-W	
BATCH 44Z EDIT-SEQ 891678 ACTION 0927															
12-09	10-18	1	52 1	.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	145.47- 11	

242

I7081-721
LOAN-NO (CONT'D)

WELLS FARGO BANK, N A

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/31/10
PAGE 64760

LN# ANNE B GLASSBURN

EMP 0 POF2

DUE DATE	PROC DATE	TP	SQ	TR	NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
12-09	10-25	1	73	1		.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	145.47	11
BATCH 45T EDIT-SEQ 303886 ACTION 0927																	
12-09	11-01	1	73	1		.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	20.00	41
BATCH 516 EDIT-SEQ 786635 ACTION 0927																	
12-09	11-15	1	52	1		.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00	145.47	11
12-09	11-17	1	47	1		.00	.00	665000.00	.00	.00	.00	.00	.00	.00	.00		1
REV-CD T7																	
2036.24-W																	
BATCH S90 EDIT-SEQ 160949 ACTION 0005																	
00-00	11-23	6	31	1		.00	PROCES DKH REASON INSP INSPECTION				CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			20.00	AR
CHECK #299898 MICR CHECK #7010299898																	
12-10	12-14	3	12	1		.00	CHECK #716951 MICR CHECK #7010716951	9312.56			9312.56		PAYEE CD 39019		.00		1
12-09	12-15	1	61	1		9312.56	.00	665000.00	.00	9312.56	.00	9312.56	.00	.00	.00		
BATCH 914 EDIT-SEQ 999999																	
12-09	12-16	1	52	1		.00	.00	665000.00	.00	.00	.00	9312.56	.00	.00	.00	145.47	11
00-00	12-21	6	31	1		.00	PROCES DKH REASON INSP INSPECTION				CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			20.00	AR
CHECK #841495 MICR CHECK #7010841495																	
REQ-BY TOTALS 36,680.72 11,637.52 .00 17,070.72 .00 5,747.58																	
Y/E .00																	

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

112

I7081-721

WELLS FARGO BANK, N. A.

LOAN HISTORY Y-T-D INV L50 CAT 001 INV#

T13 12/30/11

PAGE 27646

ARM PLAN ACE0

EMP 0 POF2

LN# ANNE B GLASSBURN

46 HOPETOWN ROAD

MOUNT PLEASANT

SC 294640000

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
665,000.00	.00	.00	.00	.00	15,231.27	.00	.00	2036.58	.00	12-01-09	.00	&& F

P & I 1ST	P&I 2ND	CO TAX CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
2909.38	.00	249.93	.00	396.58	.00	.00	.00	0	.00	.00	3555.89	.0525000	1 9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT IND	GPM ORG
665,000	0	665,000.00	2		000 00 8848	0.00		0.00	0	0

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRFCY	CH/DT
						07999	5						

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					04-05	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE	FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00		2	12		03-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC	STMT CODE / DATE	LOSS MIT	STATUS/COMPL DATE
3,405.00	.00	A	9	07-27-05	R	10-19-10

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD							665000.00			.00	9312.56		.00	.00		
00-00	01-18	6	31	1	.00	PROCES	DKH	REASON	INSP	INSPECTION	CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS	20.00	AR
						CHECK #371438	MICR	CHECK #7011371438		.00	9312.56	.00	.00	.00	145.47-	11
12-09	01-18	1	52	2	.00	PROCES	DKH	REASON	ATTY	ATTORNEY FEES	CORP:SEQ	PAYEE 01R01	ORIG PAY	ATY-SC-ROG	735.00	AR
00-00	01-19	6	30	1	.00	PROCES	DKH	REASON	FILE	FILING COSTS	CORP:SEQ	PAYEE 01R01	ORIG PAY	ATY-SC-ROG	150.00	AR
00-00	01-19	6	32	2	.00	PROCES	DKH	REASON	PROC	PROCESS SERVICE	CORP:SEQ	PAYEE 01R01	ORIG PAY	ATY-SC-ROG	675.00	AR
00-00	01-19	6	32	3	.00	PROCES	DKH	REASON	TITL	TITLE POLICY	CORP:SEQ	PAYEE 01R01	ORIG PAY	ATY-SC-ROG	300.00	AR
00-00	01-19	6	32	4	.00	PROCES	DKH	REASON	INSP	INSPECTION	CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS	20.00	AR
12-09	02-16	1	52	1	.00	PROCES	DKH	REASON	INSP	INSPECTION	CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS	20.00	AR
00-00	02-18	6	31	1	.00	PROCES	DKH	REASON	INSP	INSPECTION	CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS	20.00	AR
04-11	03-07	3	51	1	.00	PROCES	DKH	REASON	INSP	INSPECTION	CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS	20.00	AR
12-09	03-08	1	61	1	2509.00	.00	665000.00	.00	2509.00	.00	11821.56	.00	.00	.00		1
						CHECK #862740	MICR	CHECK #7011862740		.00	11821.56	.00	.00	.00	145.47-	11
						CHECK #012447	MICR	CHECK #7012012447		.00	11821.56	.00	.00	.00	145.47-	11
12-09	03-16	1	52	1	.00	PROCES	DKH	REASON	INSP	INSPECTION	CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS	20.00	AR
00-00	03-22	6	31	1	.00	PROCES	DKH	REASON	INSP	INSPECTION	CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS	20.00	AR
						CHECK #334064	MICR	CHECK #7012334064		.00	11821.56	.00	.00	.00	145.47-	11
00-00	03-23	6	30	1	.00	PROCES	DKH	REASON	ATTY	ATTORNEY FEES	CORP:SEQ	PAYEE 01R01	ORIG PAY	ATY-SC-ROG	350.00	AR
						CHECK #348816	MICR	CHECK #7012348816		.00	11821.56	.00	.00	.00	145.47-	11
00-00	03-23	6	32	2	.00	PROCES	DKH	REASON	CLER	CLERK COSTS	CORP:SEQ	PAYEE 01R01	ORIG PAY	ATY-SC-ROG	150.00	AR
						CHECK #348928	MICR	CHECK #7012348928		.00	11821.56	.00	.00	.00	145.47-	11
00-00	03-30	6	33	1	.00	PROCES	KR3	REASON	BROK	BPO	CORP:SEQ	PAYEE 01R01	ORIG PAY	RE-PRMRASS	90.00	AR
						CHECK #410583	MICR	CHECK #7012410583		.00	11821.56	.00	.00	.00	145.47-	11
12-09	04-18	1	52	1	.00	PROCES	DKH	REASON	INSP	INSPECTION	CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS	20.00	AR
00-00	04-21	6	31	1	.00	PROCES	DKH	REASON	INSP	INSPECTION	CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS	20.00	AR
						CHECK #856415	MICR	CHECK #7012856415		.00	11821.56	.00	.00	.00	145.47-	11

242

I7081-721
LOAN-NO (CONT'D)

WELLS FARGO BANK, N. A.

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/30/11
PAGE 27647

LN# ANNE B GLASSBURN

EMP 0 POF2

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
12-09 05-16	1	52	1		.00	.00	665000.00	.00	.00	.00	11821.56	.00	.00	.00	145.47-	11
00-00 05-18	6	31	1		.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			20.00	AR
CHECK #298883 MICR CHECK #7013298883																
12-09 06-16	1	52	1		.00	.00	665000.00	.00	.00	.00	11821.56	.00	.00	.00	145.47-	11
00-00 06-21	6	31	1		.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			20.00	AR
CHECK #712452 MICR CHECK #7013712452																
12-09 07-18	1	52	1		.00	.00	665000.00	.00	.00	.00	11821.56	.00	.00	.00	145.47-	11
00-00 07-26	6	31	1		.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			20.00	AR
CHECK #167930 MICR CHECK #7014167930																
12-09 08-16	1	52	1		.00	.00	665000.00	.00	.00	.00	11821.56	.00	.00	.00	145.47-	11
00-00 08-24	6	31	1		.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			20.00	AR
CHECK #580285 MICR CHECK #7014580285																
00-00 09-09	6	30	1		.00	PROCES	DKH REASON MEDI ST RQ MEDIATION			CORP:SEQ	PAYEE 01R01	ORIG PAY ATY-SC-ROG			585.00	AR
CHECK #823199 MICR CHECK #7014823199																
12-09 09-16	1	52	1		.00	.00	665000.00	.00	.00	.00	11821.56	.00	.00	.00	145.47-	11
00-00 09-27	6	31	1		.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			20.00	AR
CHECK #016995 MICR CHECK #7015016995																
12-09 10-17	1	52	1		.00	.00	665000.00	.00	.00	.00	11821.56	.00	.00	.00	145.47-	11
00-00 10-25	6	31	1		.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			20.00	AR
CHECK #390274 MICR CHECK #7015390274																
00-00 10-27	6	33	1		.00	PROCES	V6J REASON BROK BPO			CORP:SEQ	PAYEE 01R01	ORIG PAY RE-PRMRASS			90.00	AR
CHECK #405831 MICR CHECK #7015405831																
12-09 11-16	1	52	1		.00	.00	665000.00	.00	.00	.00	11821.56	.00	.00	.00	145.47-	11
00-00 11-23	6	31	1		.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			20.00	AR
CHECK #807057 MICR CHECK #7015807057																
12-11 12-12	3	12	1		.00	CHECK	#145086 MICR CHECK #7016145086	3409.71-		3409.71-		PAYEE CD 39019				
12-09 12-13	1	61	1		3409.71	.00	665000.00	.00	3409.71	.00	15231.27	.00	.00	.00		1
BATCH 912 EDIT-SEQ 999999																
12-09 12-16	1	52	1		.00	.00	665000.00	.00	.00	.00	15231.27	.00	.00	.00	145.47-	11
00-00 12-27	6	31	1		.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			20.00	AR
CHECK #309744 MICR CHECK #7016309744																

REQ-BY TOTALS 5,918.71 .00 .00 1,619.36
Y/E .00 5,918.71

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=OE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

243

I7081-721-

WELLS FARGO BANK, N. A.

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# [REDACTED] T13 12/31/12

PAGE 89529

ARM PLAN ACEO
EMP 0 POF2

LN# [REDACTED] ANNE B GLASSBURN

46 HOPETOWN ROAD

MOUNT PLEASANT

SC 294640000

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
665,000.00	.00	.00	.00	.00	20,270.68	.00	.00	3200.34	.00	12-01-09	.00	MD F

P & I 1ST	P&I 2ND	CO TAX CITY TAX	HAZ INS	M I P	LIEN	BSC A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
2909.38	.00	249.93	.00	396.58	.00	.00	.00 0	.00 0	.00	3555.89	.0525000	1 9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT IND	GPM ORG
665,000	0	665,000.00	2		000 00 8848	0.00		0.00	0	0

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
						07999	5						

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					04-05	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE	FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00	2	14			03-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC	STMT CODE / DATE	LOSS MIT	STATUS/COMPL DATE
3,660.00	.00	A	9	07-27-05	A	10-19-10

DUE DATE	PROC DATE	TP	TR	SQ	NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER CFDT AMOUNTS	CFD DCT
BAL-FWD								665000.00			.00	15231.27		.00	.00		
12-09 01-17	1	52	1			.00	.00	665000.00	.00	.00	.00	15231.27	.00	.00	.00	145.47-	11
00-00 01-26	6	31	1			.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			15.00	AR
								CHECK #844321									
12-09 02-16	1	52	1			.00	.00	665000.00	.00	.00	.00	15231.27	.00	.00	.00	145.47-	11
00-00 02-23	6	31	1			.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			15.00	AR
								CHECK #240228									
12-09 03-15	1	66	1			431.83	.00	665000.00	.00	431.83	431.83	15231.27	.00	.00	.00		1
12-09 03-15	1	68	2			.00	.00	665000.00	.00	431.83-	.00	14799.44	.00	.00	.00	431.83 V	1
12-09 03-16	1	52	1			.00	.00	665000.00	.00	.00	.00	14799.44	.00	.00	.00	145.47-	11
04-12 03-26	3	51	1					CHECK #668932			2694.00-		PAYEE CD 72151				
12-09 03-27	1	61	1			2694.00	.00	665000.00	.00	2694.00	.00	17493.44	.00	.00	.00		1
00-00 03-28	6	31	1			.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			15.00	AR
								CHECK #705448									
12-09 04-16	1	52	1			.00	.00	665000.00	.00	.00	.00	17493.44	.00	.00	.00	145.47-	11
00-00 04-24	6	31	1			.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			15.00	AR
								CHECK #182684									
00-00 04-25	6	01	1			.00	PROCES	Q9K REASON RCRD RECORDING FEES			CORP:SEQ	03 PAYEE 37N83	ORIG PAY RF39019			6.00	AN
								CHECK #185449									
12-09 05-16	1	52	1			.00	.00	665000.00	.00	.00	.00	17493.44	.00	.00	.00	145.47-	11
00-00 05-25	6	31	1			.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			15.00	AR
								CHECK #654827									
00-00 05-30	6	33	1			.00	PROCES	KR3 REASON BROK BPO			CORP:SEQ	PAYEE 01R01	ORIG PAY RE-PRMRASS			90.00	AR
								CHECK #682543									
12-09 06-18	1	52	1			.00	.00	665000.00	.00	.00	.00	17493.44	.00	.00	.00	145.47-	11
00-00 06-27	6	31	1			.00	PROCES	DKH REASON INSP INSPECTION			CORP:SEQ	PAYEE 01R01	ORIG PAY SE-MCS			15.00	AR

244

WELLS FARGO BANK, N. A.

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# [REDACTED] T13 12/31/12
PAGE 89530

LN# XXXXXXXXXXXX ANNE B GLASSBURN

EMP 0 POF2

DUE DATE	PROC DATE	TP	SQ	TR	NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
12-09	07-16	1	52	1		CHECK #023851		MICR CHECK #7019023851									
						.00	.00	665000.00	.00	.00	.00	17493.44	.00	.00	.00	145.47-	11
00-00	07-31	6	31	1		.00 PROCES	DKH	REASON INSP INSPECTION			CORP:SEQ	PAYEE	01R01	ORIG PAY	SE-MCS	15.00	AR
						CHECK #382794		MICR CHECK #7019382794									
12-09	08-16	1	52	1		.00	.00	665000.00	.00	.00	.00	17493.44	.00	.00	.00	145.47-	11
00-00	08-27	6	31	1		.00 PROCES	DKH	REASON INSP INSPECTION			CORP:SEQ	PAYEE	01R01	ORIG PAY	SE-MCS	15.00	AR
						CHECK #700294		MICR CHECK #7019700294									
00-00	10-19	6	31	1		.00 PROCES	DKH	REASON INSP INSPECTION			CORP:SEQ	PAYEE	01R01	ORIG PAY	SE-MCS	15.00	AR
						CHECK #329325		MICR CHECK #7020329325									
00-00	11-01	6	31	1		.00 PROCES	DKH	REASON INSP INSPECTION			CORP:SEQ	PAYEE	01R01	ORIG PAY	SE-MCS	15.00	AR
						CHECK #454567		MICR CHECK #7020454567									
00-00	11-29	6	31	1		.00 PROCES	DKH	REASON INSP INSPECTION			CORP:SEQ	02 PAYEE	40N15	ORIG PAY	SE-MCS	15.00	AN
						CHECK #749737		MICR CHECK #7020749737									
12-12	12-21	3	12	1		CHECK #067326		MICR CHECK #7021067326	2777.24-	2777.24-			PAYEE CD	39019			
12-09	12-23	1	61	1		2777.24	.00	665000.00	.00	2777.24	.00	20270.68	.00	.00	.00		1
														BATCH	921 EDIT-SEQ	999999	
00-00	12-31	6	31	1		.00 PROCES	DKH	REASON INSP INSPECTION			CORP:SEQ	PAYEE	01R01	ORIG PAY	SE-MCS	15.00	AR
						CHECK #PEND..		MICR CHECK #PENDING									
REQ-BY TOTALS						5,903.07			.00				.00				455.93-
Y/E							.00			5,471.24							

OTHER AMOUNT CODES:

```

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-R-PD M=ADVANCE-EFF-DATE S=C-R-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER $=ELOC-FEE

```

572

I7081-721

WELLS FARGO BANK, N. A.

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/31/13

PAGE 21166

LN# ANNE B GLASSBURN

46 HOPETOWN ROAD

MOUNT PLEASANT

SC 294640000

ARM PLAN ACEO
EMP 0 POF2

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
665,000.00	.00	.00	.00	.00	25,811.04	.00	.00	3200.34	.00	12-01-09	.00	FR F

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
2909.38	.00	249.93	.00	396.58	.00	.00	.00	.00	0	.00	.00	3555.89	.0525000	1 9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL	BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT	BAL	PRIOR YR	PPD INT	PPD INT	IND	GPM	ORG
665,000	0	665,000.00	2		000 00	8848	0.00		0.00	0	0			

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
						07999	5						

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					04-05	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE	FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00	2	14			03-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC	STMT CODE / DATE	LOSS MIT	STATUS/COMPL DATE
3,805.00	5,110.00	A	9	07-27-05	R	07-23-13

DUE DATE	PROC DATE	TP	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD						665000.00			.00	20270.68		.00	.00		
00-00	01-15	6	33	1	.00	PROCES V6J	REASON BROK BPO		CORP:SEQ	PAYEE 12T12	ORIG PAY	RE-PRMRASS		90.00	AT
						CHECK #420219	MICR CHECK #7021420219								
00-00	01-29	6	31	1	.00	PROCES DKH	REASON INSP INSPECTION		CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS		15.00	AR
						CHECK #552267	MICR CHECK #7021552267								
00-00	03-06	6	31	1	.00	PROCES DKH	REASON INSP INSPECTION		CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS		15.00	AR
						CHECK #954862	MICR CHECK #7021954862								
04-13	03-25	3	51	1	CHECK #213087	MICR CHECK #7022213087	2792.00-	2792.00-	PAYEE CD	72151					
12-09	03-26	1	61	1	2792.00	.00	665000.00	.00	2792.00	.00	23062.68	.00	.00	.00	1

BATCH 925 EDIT-SEQ 999999															
00-00	04-03	6	31	1	.00	PROCES DKH	REASON INSP INSPECTION		CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS		15.00	AR
						CHECK #302491	MICR CHECK #7022302491								
00-00	04-12	6	33	1	.00	PROCES V6J	REASON BROK BPO		CORP:SEQ	PAYEE 09T09	ORIG PAY	RE-PRMRASS		90.00	AT
						CHECK #510396	MICR CHECK #7022510396								
00-00	05-06	6	31	1	.00	PROCES DKH	REASON INSP INSPECTION		CORP:SEQ	PAYEE 01R01	ORIG PAY	SE-MCS		15.00	AR
						CHECK #738456	MICR CHECK #7022738456								
00-00	06-06	6	31	1	.00	PROCES DKH	REASON INSP INSPECTION		CORP:SEQ	PAYEE 08T08	ORIG PAY	SE-MCS		15.00	AT
						CHECK #117394	MICR CHECK #7023117394								
00-00	07-01	6	31	1	.00	PROCES DKH	REASON INSP INSPECTION		CORP:SEQ	PAYEE 08T08	ORIG PAY	SE-MCS		15.00	AT
						CHECK #352783	MICR CHECK #7023352783								
00-00	07-29	6	31	1	.00	PROCES DKH	REASON INSP INSPECTION		CORP:SEQ	02 PAYEE 40N15	ORIG PAY	SE-MCS		15.00	AN
						CHECK #618089	MICR CHECK #7023618089								
00-00	08-07	6	30	1	.00	PROCES DKH	REASON MEDI ST RQ MEDIATION		CORP:SEQ	PAYEE 03T03	ORIG PAY	ATY-SC-ROG		175.00	AT
						CHECK #691294	MICR CHECK #7023691294								
00-00	08-07	6	32	2	.00	PROCES DKH	REASON CLER CLERK COSTS		CORP:SEQ	PAYEE 01R01	ORIG PAY	ATY-SC-ROG		60.00	AR
						CHECK #691506	MICR CHECK #7023691506								
00-00	08-07	6	32	3	.00	PROCES DKH	REASON PROC PROCESS SERVICE		CORP:SEQ	PAYEE 03T03	ORIG PAY	ATY-SC-ROG		45.00	AT
						CHECK #691506	MICR CHECK #7023691506								
00-00	09-03	6	31	1	.00	PROCES DKH	REASON INSP INSPECTION		CORP:SEQ	PAYEE 08T08	ORIG PAY	SE-MCS		15.00	AT

712

17081-721
LOAN-NO (CONT'D)

WELLS FARGO BANK, N. A.

LOAN HISTORY Y-T-D INV L50 CAT 001 INV# T13 12/31/13
PAGE 21167

LN# ANNE B GLASSBURN

EMP 0 POF2

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
00-00	09-30	6	30	1	CHECK #922459		MICR CHECK #7023922459									
					.00 PROCES	DKH	REASON ATTY ATTORNEY FEES			CORP:SEQ	PAYEE 03T03	ORIG PAY	ATY-SC-ROG		205.00	AT
00-00	10-01	6	30	1	CHECK #209463		MICR CHECK #7024209463									
					.00 PROCES	DKH	REASON ATTY ATTORNEY FEES			CORP:SEQ	PAYEE 03T03	ORIG PAY	ATY-SC-ROG		2195.00	AT
00-00	10-01	6	32	2	CHECK #221356		MICR CHECK #7024221356									
					.00 PROCES	DKH	REASON PROC PROCESS SERVICE			CORP:SEQ	PAYEE 03T03	ORIG PAY	ATY-SC-ROG		65.00	AT
00-00	10-04	6	31	1	CHECK #221522		MICR CHECK #7024221522									
					.00 PROCES	DKH	REASON INSP INSPECTION			CORP:SEQ	PAYEE 08T08	ORIG PAY	SE-MCS		15.00	AT
00-00	10-17	6	30	1	CHECK #244291		MICR CHECK #7024244291									
					.00 PROCES	DKH	REASON ATTY ATTORNEY FEES			CORP:SEQ	PAYEE 03T03	ORIG PAY	ATY-SC-ROG		910.00	AT
00-00	10-17	6	32	2	CHECK #350287		MICR CHECK #7024350287									
					.00 PROCES	DKH	REASON CLER CLERK COSTS			CORP:SEQ	PAYEE 01R01	ORIG PAY	ATY-SC-ROG		25.00	AR
00-00	10-30	6	31	1	CHECK #350453		MICR CHECK #7024350453									
					.00 PROCES	DKH	REASON INSP INSPECTION			CORP:SEQ 02	PAYEE 40N15	ORIG PAY	SE-MCS		15.00	AN
00-00	11-25	6	30	1	CHECK #424137		MICR CHECK #7024424137									
					.00 PROCES	DKH	REASON ATTY ATTORNEY FEES			CORP:SEQ	PAYEE 03T03	ORIG PAY	ATY-SC-ROG		525.00	AT
00-00	12-02	6	31	1	CHECK #611160		MICR CHECK #7024611160									
					.00 PROCES	DKH	REASON INSP INSPECTION			CORP:SEQ	PAYEE 08T08	ORIG PAY	SE-MCS		15.00	AT
00-00	12-04	6	30	1	CHECK #642506		MICR CHECK #7024642506									
					.00 PROCES	DKH	REASON ATTY ATTORNEY FEES			CORP:SEQ	PAYEE 03T03	ORIG PAY	ATY-SC-ROG		735.00	AT
12-13	12-09	3	12	1	CHECK #658620		MICR CHECK #7024658620									
12-09	12-09	1	61	2	CHECK #681734		MICR CHECK #7024681734	2748.36-	2748.36-			PAYEE CD 39019				
					2748.36	.00	665000.00	.00	2748.36	.00	25811.04	.00	.00	.00		1
00-00	12-26	6	31	1	.00 PROCES	DKH	REASON INSP INSPECTION			CORP:SEQ 02	PAYEE 40N15	ORIG PAY	SE-MCS		.00	WB
					CHECK #859735		MICR CHECK #7024859735								15.00	AN

REQ-BY TOTALS	5,540.36															
Y/E		.00			.00					.00					5,300.00	
					5,540.36											

OTHER AMOUNT CODES:

A=FHA-PENALTY	G=SER-INTEREST-PAID TO POOL	K=INT-DUE-PD	P=ACCRUED-IOE/IORE	U=REAPPLICATION-FEE	Y=HUD-FUND
B=BSC	H=FEE-AMT	L=PD-THRU-DT	R=UE-INT-AMT	V=ESCROW-ADVANCE	Z=RESTRICTED-ESCROW
C=235-FEE	I=A-H-PD	M=ADVANCE-EFF-DATE	S=CR-LIFE-AMT	W=SUSPENSE	DI=DEFERRED-INT-BAL
F=MISC	J=LIFE-PD	N=ADVANCE-MEMO-AMT	T=ORIG-FEE-AMT	X=REPLACEMENT-RESERVE	
AA=SER-FEE-PD	AB=DEFERRED-INT-PD	AC=LIFE-DEF-INT-PD	AD=CHECK-NO	AE=DEFERRED-INT-LTD-PD	AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE	AJ=DEF-INT-ADJ-FLAG	AK=ADV-AMT-RECD	AL=TRAN-SOURCE	AM=IOC-SPEC-INT-PD	AN=NON-REC-CORP-ADV
STAMP	AR=MTGR-REC-CORP-ADV	AS=PREV-POSTED	AT=3RD-REC-CORP-ADV	AY=ADJ YE 1098	IND P1=1ST PRIN BAL
FEE CODES:	1=LATE-CHARGE	2=BAD-CK-FEE	3=CHG-OWNER	\$=ELOC-FEE	P2=2ND PRIN BAL
					WB=SUSP BAL

247

Wells Fargo Home Mortgage
P.O. Box 9039
Temecula, Ca 92589-9039



2229212643

Return Address only
Do not send payments to this address



01/03/2010

13114/708DAY30/SC



ANNE B GLASSBURN
46 HOPETOWN ROAD
MT PLEASANT, SC 29464-6661



Dear Borrower(s):

RE: Loan Number [REDACTED]

Our records indicate that your loan is in default. Unless the payments on your loan can be brought current by February 02, 2010, it will become necessary to accelerate your Mortgage Note and pursue the remedies provided for in your Mortgage or Deed of Trust. The total delinquency against your account as of today's date is as follows:

Past Due Payments	\$	\$18,019.05
Late Charge Balance	\$	\$872.82
Other Fees	\$	\$105.00
Unapplied Funds	-\$	\$3,600.62
Total Delinquency as of 01/03/2010	\$	\$15,396.25

To avoid the possibility of acceleration, you must pay this amount plus any additional monthly payments, late charges and other charges that may be due under applicable law after the date of this notice and on or before February 02, 2010 in CERTIFIED funds, to **Wells Fargo Home Mortgage, 1 Home Campus, X2302-04A, Des Moines, IA 50328.**

If funds are not received by the above referenced date, we will proceed with acceleration. Once acceleration has occurred, we may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home or pursue any other remedy permitted under the terms of your Mortgage.

You have the right to reinstate your Mortgage Note and Mortgage or Deed of Trust after acceleration. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not require Wells Fargo Bank, N.A.'s waiver of the acceleration unless otherwise agreed to, in writing, by Wells Fargo Bank, N.A.

If acceleration is initiated, you will have the right to refute the existence of a default or offer any other defense to acceleration you may deem appropriate. You have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

We are required by federal law to notify you of the availability of government approved home ownership counseling agencies designed to help homeowners avoid losing their home. To obtain a list of approved counseling agencies for your state please call 1-800-569-4287. We urge you to give this matter your immediate attention.

248

13114.708DAY30.SC.0

If you would like to discuss the present condition of your loan, or if we can be of further assistance, please call one of our Loan Service Representatives at 1-800-416-1472, Monday through Friday from 8:00 a.m. to 8:00 p.m. Central Time.

Sincerely,

Wells Fargo Home Mortgage
Default Management Department

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

249

13114.708.DAY30.SC4

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for
the holders of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series
2005-4,

Plaintiff,

vs.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of
New York Indenture Trustee on behalf of the
Note Holders, CWHEQ Revolving Home
Equity Loan Trust Series 2007-A Trust;
Tidelands Bank; Atlantic Bank and Trust,

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

**AFFIDAVIT OF ATTORNEY'S FEES AND
COSTS**

(511784.17316 CSG)

PERSONALLY appeared before me, the undersigned, who being duly sworn, deposes
and says:

1. I am one of the attorneys for Plaintiff in the above-captioned action.

Background of Representation and Nature, Extent and Difficulty of the Representation

2. Plaintiff engaged my law firm, Rogers Townsend & Thomas, PC, to foreclose the mortgage that is the subject of this action. Plaintiff instructed our firm to handle this action as expeditiously as possible. Moving foreclosure cases along quickly is important to our clients because almost always our client's equity position deteriorates with time as the borrower fails to pay interest on the loan. Furthermore, in foreclosure cases, our clients face the increased risk that borrowers will not preserve the value of their homes as well as those borrowers who are not in default. Finally, there is a risk that they will allow their insurance to lapse or will not be able to pay their real property taxes.

3. When it referred this case to us, our client also provided us with an extensive list of instructions, including compliance with investor requirements and/or government or private insuring agreements and federal and state consumer protection laws.

4. Foreclosure cases typically involve multiple defendants, defendants with competing interests, and, frequently, third-party bidders. Unlike many other cases involving litigation, they require a title abstract to be performed. Foreclosure cases are governed by state statutes, specific rules of civil procedure, and an ever-growing body of common law. They also involve consumer rights

protected by both federal and state statutes and case law. Frequently, homeowners will file petitions in the United States Bankruptcy Court to forestall the loss of their homes. Foreclosure cases usually involve pro se litigants who often contact our firm by telephone or in person (at the office or in court just before the hearing) to learn about the process, to learn how to reach our client directly, to try to bring their loan current, to pay off their loan, or to have their loan modified. At the time we accept a case, we do not know the full extent of the challenges we will run into and have to deal with for the fees we have agreed to handle the case for.

5. When RTT assumed the representation of Plaintiff in this foreclosure action, we assumed a number of risks. Those risks include the possibility that any of the parties involved (the plaintiff, the court, our own staff, a third-party bidder, or some other third party) could make an error at any stage of the process. Errors made in the process of a foreclosure case can be expensive to remediate, largely because of the value of real property, but also because our client's instruction that we complete cases as expeditiously as possible requires us to presume that, for the most part, the legal process will run smoothly and without unnecessary errors or delays. We also incurred the risk that the borrower might try to mislead us about a loss mitigation resolution or that he or she might file a bankruptcy petition just before a critical event in the case.

6. I am informed and believe that Plaintiff selected RTT to handle this foreclosure because we have a large staff of attorneys and other skilled non-attorney professionals who are highly trained in a legal system that enables RTT to comply with Plaintiff's instructions. RTT also has expensive computer systems, and RTT creates and maintains data about our clients and the court system in the state that enable us to move cases quickly, to comply with the law, and to deal with borrowers. RTT also has sufficient capital to allow it to advance the litigation expenses required for cases to move quickly and efficiently. RTT has a proven track record with Plaintiff for accomplishing its work expeditiously and inexpensively.

7. We received this file and entered data about this case into our system to enable the rest of the foreclosure process to run smoothly. We then updated that data as we learned more about the case. We examined the title to identify all parties having or claiming any interest in the subject real estate. Ultimately, my fellow counsel, our staff, and I have been responsible for the preparation of the following pleadings and other documents in this case:

- a) Entering case data into our system
- b) Updating the information as the case progressed
- c) Preparation of Lis Pendens
- d) Preparation of a Summons and Complaint
- e) Preparation of Notice of Motion and Motion to Lift Stay
- f) Preparation of Affidavit of Default and Non-Military Service

- g) Preparation of Discovery Requests
- h) Preparation of Notice of Final Foreclosure Hearing
- i) Preparation of proposed Judgment of Foreclosure and Sale
- j) Preparation of Notice of Sale

8. Additionally, we have been responsible for preparing and serving the pleadings upon each defendant personally or by statutory/substitute service; obtaining reinstatement and payoff figures and payment histories (if requested or required); and scheduling and attending the hearing in this matter.

9. Our responsibilities after today include sending copies of the notice of the entry of judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

I am informed and believe that all litigation expenses were reasonably and necessarily incurred.

Time Necessarily Devoted to the Case

10. We do not keep up with the time we spend on each case. To do so would create unnecessary costs for both our client and for the borrower. After today, however, I estimate that, in addition to the time and effort we have expended to date in prosecuting this action, our firm will spend a minimum of (12) hours more working on the case. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

11. On or about July 23, 2013, I and other attorneys in my department became personally involved in this case, and my paralegals and I kept up with our time. The time spent was reasonably necessary to accomplish the result of an order for foreclosure and sale in this matter. The number of hours spent by attorneys and paralegals through November 24, 2014 was reasonable. The total fee (determined by multiplying the number of hours we spent by our respective hourly rates) is reasonable.

12. After today, I estimate that, in addition to the time and effort we have expended to date in prosecuting this action, including the hearing set for December 2, 2014, our firm will spend a minimum of 12 more hours working on this case. I estimate that 8 of those hours will be worked by me or other attorneys in my firm and 4 of those hours will be worked by my paralegal.

13. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either, yet other time may also be committed to the completion of the case. In that regard, I reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

Professional Standing of Counsel

14. The attorneys at RTT who primarily work on foreclosure cases in South Carolina are Robert P. Davis, Vance L. Brabham, III, Andrew A. Powell, Andrew W. Montgomery, John J. Hearn and myself. Some or all of them worked on this case. We occasionally call on other lawyers in the firm to help us out.

I. Mr. Davis has concentrated his practice in the areas of real estate and foreclosure since his admission to the bar in 2005. His experience includes closing mortgage loan transactions and representing lenders and servicers in foreclosure actions throughout South Carolina.

II. Mr. Brabham was admitted to the South Carolina Bar in 2003. After serving as the law clerk to the Honorable Diane S. Goodstein for one year, he practiced general litigation with an emphasis in construction and real estate litigation. He now represents creditors in foreclosure and real estate actions throughout South Carolina.

III. Mr. Powell was admitted to the South Carolina Bar in 2011. He is currently working in bankruptcy and foreclosure, and represents lenders and servicers in foreclosures and other related actions throughout South Carolina.

IV. Mr. Montgomery was admitted to the South Carolina Bar in 2010. He concentrates his practice in the areas of foreclosures and real estate. Since 2010, Mr. Montgomery has represented lenders and servicers in foreclosure and other related actions throughout South Carolina.

V. Mr. Hearn concentrates his practice in the areas of foreclosure and real estate. Since 2002, Mr. Hearn has represented lenders or servicers in foreclosure and other related actions throughout the state of South Carolina.

VI. I was admitted to the South Carolina Bar in 2005 and concentrate my practice in civil litigation, including real estate litigation and mortgage foreclosure litigation.

In addition, we have available to us other attorneys in the firm who handle non-routine or contested litigation matters more than we do. Finally, we are able to provide legal services inexpensively because we use a staff of highly trained and efficient non-attorney professionals, all of whom are supervised by some or all of the attorneys listed above.

Contingency of Compensation

15. We work on a flat-fee basis for the uncontested part of our cases. As of November 25, 2014, my firm has charged our client the sum of \$1,950.00 for the uncontested portion of this case. When a case becomes contested, we are sometimes paid an additional flat sum for specific tasks, or we are paid by the hour. In this case, the firm billed the client a flat fee for the uncontested part of the case, and I and other attorneys and paralegals in my department billed the client on an hourly basis for our work on the contested part of the case.

16. In any event, in almost all of our cases our clients do not pay us until long after it has referred the case to us. Because of the long delay between the work we perform and when we are paid, we run the risk that our client will go into insolvency proceedings or transfer a loan to another entity during the foreclosure proceeding and never pay us. Our experience has confirmed the reality of such risk of non-payment.

Beneficial Results Obtained

17. I have submitted this affidavit because I believe the Court will enter a judgment of foreclosure and sale consistent with the relief we requested in the pleadings. Therefore, if the court is considering this affidavit, it is only because my law firm has obtained a beneficial result for my client.

Customary Legal Fees for Similar Services

18. The fee I am requesting in this case is reasonable and in line with other fee awards for similar residential foreclosure cases in South Carolina. This sum is contemplated in language contained in the note and mortgage previously offered into evidence in this action.

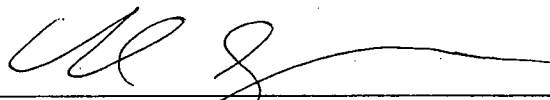
Conclusion

19. My firm paid or incurred the following expenses

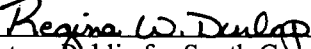
Case filing fee	\$150.00
Service of process	\$740.00
Reference fee	\$125.00
Motions / Filing Fee	\$75.00
Parking Fees	\$15.00
Auto Mileage	\$520.84
Title Search	\$300.00
Total Expenses:	\$1,925.84

Uncontested flat fee	\$1,950.00
Hourly fees for contested work to date:	\$24,351.00
Charles S. Gwynne Jr. 118.5hrs x \$150 /hr. \$17,775.00	
Charles S. Gwynne Jr. Time Written Off (\$12.43)	
John J. Hearn 0.3hrs x \$150 /hr. \$ 45.00	
Paralegals 67.6hrs x \$100 /hr. \$6,760.00	
Paralegals Time Written Off (\$216.57)	
Hourly fees for trial and post-judgment:	\$1,600.00
Attorneys 8.0hrs x \$150 /hr. \$ 1,200.00	
Paralegals 4.0 hrs x \$100 /hr. \$ 400.00	
Total Attorney's Fees	\$27,901.00
Expenses	\$1,925.84
TOTAL ATTORNEY'S FEES AND EXPENSES:	<u>\$29,826.84</u>

I am informed and believe that all of these litigation expenses were reasonably and necessarily incurred.


 Charles S. Gwynne Jr. (SC Bar # 73844)
 ROGERS TOWNSEND & THOMAS, PC
 220 Executive Center Drive – Suite 109 (29210)
 Post Office Box 100200
 Columbia, South Carolina 29202-3200
 (803) 771-7900 Tel
 (803) 343-7017 Fax
 ATTORNEYS FOR PLAINTIFF
 Rogers Townsend & Thomas, PC and its staff are debt collectors.

Sworn to before me this 1st day of December, 2014.


 Notary Public for South Carolina
 My Commission Expires: 11/18/2022

255

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for
the holders of Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series
2005-4,

Plaintiff,

v.

Anne B. Glassburn; Donivon D. Glassburn;
The Bank of New York Mellon f/k/a The
Bank of New York Indenture Trustee on
behalf of the Note Holders, CWHEQ
Revolving Home Equity Loan Trust Series
2007-A Trust; Tidelands Bank; Atlantic Bank
and Trust;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-10-10122

AFFIDAVIT

Deficiency Judgment Waived

2011 JAN 31 PM 1:38
JULIE J. ARMSTRONG
CLERK OF COURT
BY JC

FILED

(011784-17316)

PERSONALLY appeared before me, the undersigned, who being duly sworn, states:

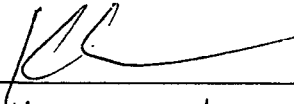
1. My name is Keith Hallman. I am VP Loan Documentation
for the Plaintiff in the above-captioned case. I have obtained personal knowledge of the facts set
forth in this affidavit through review of business records during the normal course of business,
am competent to make this affidavit, and am authorized to execute it on Plaintiff's behalf.

2. I have reviewed the Administrative Order of the South Carolina Supreme Court
(2009-05-22-01) dated May 22, 2009.

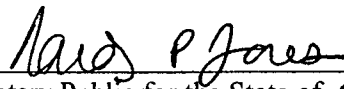
3. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure
action is participating in the Home Affordable Modification Program, but the subject loan is not
eligible for modification because the HMP modification process has been completed without a
modification. Specifically, on June 22, 2010, Plaintiff sent borrower a denial letter advising of
same.

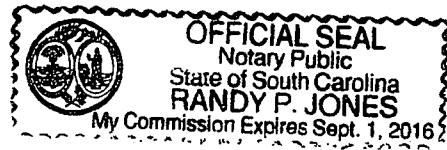
256

4. Therefore, no mortgagor in this action is entitled to relief under the said Order.

 (signature)
Keith Hallman (print name)
As VP Loan Documentation (title)

SWORN to before me this
27th day of January, 2011


Notary Public for the State of South Carolina
My Commission expires: 9-1-2016



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

US Bank National Association, as Trustee for the
holders of Bear Stearns ARM Trust, Mortgage
Pass-Through Certificates, Series 2005-4,

Plaintiff,

v.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of New
York Indenture Trustee on behalf of the Note
Holders, CWHEQ Revolving Home Equity Loan
Trust Series 2007-A Trust; Tidelands Bank;
Atlantic Bank and Trust;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-10-10122

NOTICE OF FORECLOSURE INTERVENTION

Deficiency Judgment Waived

FILED
2011 JUN 22 PM 1:49
JULIE J. ARMSTRONG
CLERK OF COURT

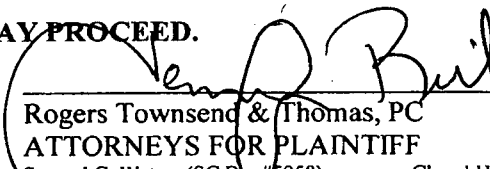
(011784-17316)

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you must communicate with and otherwise deal with the Plaintiff through its law firm, Rogers Townsend & Thomas, PC.

Rogers Townsend & Thomas, PC represents the Plaintiff in this action. Our law firm does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice.

You must submit any requests for Foreclosure Intervention consideration to Rogers Townsend & Thomas, PC within 30 days from the date you are served with this Notice. **IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.**


Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellis C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
Robert P. Davis (SC Bar #74030)
John P. Fetner (SC Bar #77460)
Vance L. Brabham, III (SC Bar #71250)
Taryn M. Zange (SC Bar #70357)
220 Executive Center Drive
Columbia, SC 29210

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Mary R. Powers (SC Bar #16534)
William S. Koehler (SC Bar #74935)
Kelsey K. Lipscomb (SC Bar #77519)
Andrew W. Montgomery (SC Bar #79893)

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
June 20, 2011

Request for Foreclosure Intervention

RTT No.: 011784-17316

Docket No.: 10-CP-10-10122

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

_____ I am the owner but do not occupy the property.

_____ I am the owner of and occupy the following property as my principal residence: _____
_____ (please include proof of occupancy such as
a utility bill, military orders, voter registration card, etc.).

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

_____ Reinstatement

_____ Loan Modification

_____ Payoff

_____ Deed in Lieu

_____ Payment Plan

_____ Short Sale

_____ Forbearance Agreement

Other: _____

_____ I elect not to participate in any Foreclosure Intervention.

Contact #'s:

Home: _____

Work: _____

Cellular: _____

Other: _____

May we leave a phone message? At home ☐ Yes ☐ No

On your cellular phone: ☐ Yes ☐ No At work ☐ Yes ☐ No

May we call your cell phone? ☐ Yes ☐ No

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

Email: _____

_____ (Signature)

_____ (Print Name)

Rogers Townsend and Thomas PC is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for the
holders of Bear Stearns ARM Trust, Mortgage
Pass-Through Certificates, Series 2005-4,

Plaintiff,

v.

Anne B. Glassburn; Donivon D. Glassburn; The
Bank of New York Mellon f/k/a The Bank of New
York Indenture Trustee on behalf of the Note
Holders, CWHEQ Revolving Home Equity Loan
Trust Series 2007-A Trust; Tidelands Bank;
Atlantic Bank and Trust;

Defendant(s).

(011784-17316)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-10-10122

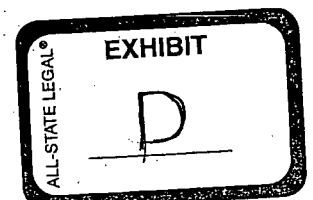
ATTORNEY CERTIFICATION
Deficiency Judgment Waived
(Mortgagor Denied)

FILED
2013 MAY -2 AM 10:45
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Pursuant to Supreme Court Administrative Order 2011-05-02-01 ("the Order"), and upon
information and belief, the undersigned attorney hereby certifies the following:

- 1) That the Mortgagor, as defined by the Order, has been served with notice of right to
foreclosure intervention;
- 2) That Plaintiff or its designated agents have received and examined all records and documents
(if any) submitted by the Mortgagor to evaluate the loan for foreclosure intervention;
- 3) That the Mortgagor has been given a full and fair opportunity to submit any additional
information pertaining to the subject loan to Plaintiff or its agents for consideration;
- 4) That after a complete review of all available information, Plaintiff has determined, as of April
22, 2013 that the Mortgagor does not qualify for any foreclosure intervention options as
contemplated by the Order;

260



- 5) That on April 01, 2013, a Notice of Foreclosure Intervention Denial was served on the Mortgagor(s) as required by the Order and Plaintiff has not entered into any other settlement agreements with the Mortgagor(s) as of the date stated in Plaintiff's Notice of Foreclosure Intervention Denial.



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5938)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
William S. Koshler (SC Bar #74935)
Jaclynn B. Goings (SC Bar #77501)
Andrew A. Powell (SC Bar #100210)
Mary Powers (SC Bar #16534)
J. Pamela Price (SC Bar # 014336)

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Robert P. Davis (SC Bar #74030)
Vance L. Brabham, III (SC Bar #71250)
Andrew W. Montgomery (SC Bar #79893)
John F. McLeod, IV (SC Bar # 100693)
Martin H. Kiser (SC Bar # 3552)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina

RECEIVED

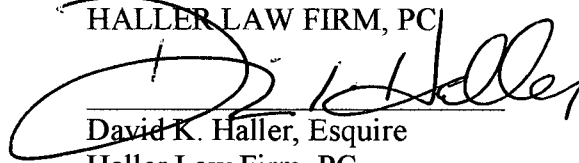
NOV 06 2015

Rule 210 Certification

SC Court of Appeals

As counsel for the Appellants, I certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

HALLER LAW FIRM, PC



David K. Haller, Esquire

Haller Law Firm, PC

115 River Landing Drive, Suite 102

Charleston, SC 29492

843-224-7860

dhaller@hallerlawfirm.com

October 23 2015

Charleston, South Carolina