

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

SC Court of Appeals

Thomas A. Russo, Circuit Judge

Common Pleas Case No. 2011-CP-32-3461
Appellate Case No. 2014-001766

Wells Fargo Bank, N.A.,.....Respondent,

v.

Gisela B. Moore, Thomas J. Moore a/k/a Tom J. Moore, and John Moore, Appellants.

RECORD ON APPEAL

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ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Wells Fargo Bank, N.A.,)

Plaintiff,)

vs.)

Gisela B. Moore, Thomas J. Moore)
a/k/a Tom J. Moore, and John Moore)

Defendants.)
_____)

IN THE COURT OF COMMON PLEAS

2013 OCT -4 P # 58
Civil Action No. 2011-CP-32-3461

**ORDER GRANTING PARTIAL SUMMARY
JUDGMENT AND REFERRING CASE TO
MASTER IN EQUITY**

This matter came before the Court upon Plaintiff's Motion for Summary Judgment and Motion for Order of Reference. In support of the Motion for Summary Judgment, Plaintiff submitted the Affidavit of Amanda Weatherly. In opposition to the Motion for Summary Judgment, Defendants filed the Affidavit of John Moore and the Affidavit of Thomas Moore. Having reviewed the pleadings and affidavits, and having heard the arguments of counsel, I find and conclude as follows:

FINDINGS OF FACT

1. The loan that is this subject of this action is evidenced by a promissory note and mortgage dated July 17, 2008, in the original principal amount of \$90,000.00. The mortgaged property is a house located at 583 Rainbow Circle in West Columbia, South Carolina.
2. The loan was originally made by American Mortgage Network, Inc. to Gisela B. Moore and Thomas J. Moore, but the mortgaged property is not occupied by Thomas Moore or Gisela Moore.
3. The loan was subsequently assigned to Plaintiff.

4. Thomas Moore asserts that the agent of American Mortgage Network, Inc. who assisted him with the mortgage loan transaction did not properly calculate the property taxes on the mortgaged property. This mistake caused the monthly payments to be higher than anticipated and resulted in the inability of Defendants to make the monthly payments when due.

5. An interest in the property was conveyed to John Moore, who presently resides in the mortgaged property. John Moore acknowledges that he got behind on the monthly payments due to an injury that resulted in reduced income.

6. The last payment made on this loan was in the amount of \$2,148.69, and was received by Plaintiff on August 25, 2011. John Moore contends that this payment was sufficient to cure the arrearage on the loan.

7. This action was filed on September 12, 2011. In response to the Complaint, Defendants filed an Answer and Counterclaim and demanded a jury trial. The counterclaims alleged are for an accounting, unfair trade practices, breach of contract, breach of the Home Affordable Modification Program (HAMP), and negligent misrepresentation.

CONCLUSIONS OF LAW

1. "The purpose of summary judgment is to expedite the disposition of cases which do not require the services of a fact finder." George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). Summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Fleming v. Rose, 350 S.C. 488, 493, 567 S.E.2d 857, 860 (2002), citing Rule 56(c), SCRPC.

2. When considering a motion for summary judgment, all inferences which can be reasonably drawn from the evidence before the court are viewed in the light most favorable to the

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Lex. Co. C.C.C.E., G.S. & F.C.

nonmoving party. Lanham v. Blue Cross & Blue Shield of S.C., Inc., 349 S.C. 356, 361, 563 S.E.2d 331, 333 (2002).

3. With regard to the Plaintiff's action to foreclose the mortgage and Defendants' counterclaim for an accounting, I find that there is a genuine issue of material fact as to whether the payment for \$2,148.69 that Plaintiff received on August 25, 2011 was sufficient to bring the loan current. Therefore, to the extent that Plaintiff seeks summary judgment on the Complaint and on the counterclaim for an accounting, the Motion is DENIED.

4. Regarding the counterclaims for unfair trade practices and negligent misrepresentation, based on the Affidavit of Thomas Moore, it appears that Defendants might be able to assert such claims against American Mortgage Network, Inc. However, there is nothing in the affidavits filed by Defendants that supports a claim for unfair trade practices or negligent misrepresentation against Plaintiff, so summary judgment on those causes of action is GRANTED.

5. Concerning the counterclaim for breach of HAMP, the United States District Court for the District of South Carolina has held that the HAMP program does not create a private right of action by borrowers. *Steffens v. American Home Mortgage Servicing, Inc.*, 2011 WL 901179 (D.S.C. 2011). The Fourth Circuit Court of Appeals recently reached a similar conclusion in *Spaulding v. Wells Fargo Bank, N.A.*, Op. No. 12-1973 (4th Cir. Ct. App. 4/19/13). Therefore, summary judgment on the HAMP counterclaim is GRANTED.

6. With regard to the counterclaim for breach of contract, Defendants contend that Plaintiff accepted payments for less than the full amount of the payment and waived the right to accelerate the balance due on the loan. Even if this is true, this does not give rise to a legal

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counterclaim for which Defendants can recover damages. At most, it is a defense to the foreclosure action. Therefore, summary judgment on the counterclaim for breach of contract is GRANTED.

7. An action to foreclosure a mortgage is an equitable proceeding in which there is no right to a jury trial. *Wells Fargo Bank v. Smith*, Opinion No. 4988 (Ct. App. 8/8/12).

8. The only remaining counterclaim is for an accounting. It is well-settled that an action for an accounting is an equitable claim on which there is no right to a jury trial. *Historic Charleston Holdings, LLC v. Mallon*, 381 S.C. 417, 673 S.E.2d 448 (2009). Therefore, Plaintiff's Motion for Order of Reference is GRANTED.

Based on the foregoing Findings of Fact and Conclusions of Law, it is:

ORDERED that Plaintiff's Motion for Summary Judgment on its action for foreclosure and on Defendants' counterclaim for an accounting is DENIED.

IT IS FURTHER ORDERED that Plaintiff's Motion for Summary Judgment on Defendants' counterclaims for unfair trade practices, breach of contract, breach of HAMP, and negligent misrepresentation is GRANTED.

IT IS FURTHER ORDERED that Plaintiff's Motion for Order of Reference is GRANTED and that the above-captioned case be and the same hereby is referred to James O. Spence, Master-in-Equity for Lexington County, to take the testimony and other evidence offered and to direct entry of judgment in this action, without further order of this Court. Any appeal from the final judgment entered by the Master-in-Equity should be made directly to the South Carolina Court of Appeals.

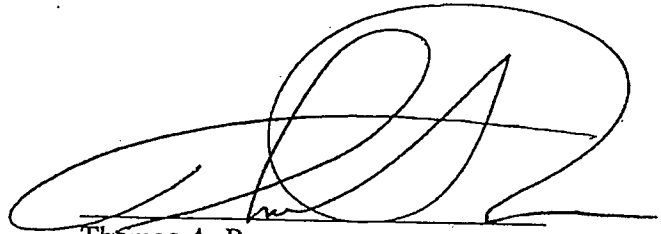
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Lex. Co. C.C.C.P., G.S. & F.C.

Record on Appeal 4

AND IT IS SO ORDERED.



Thomas A. Russo
Presiding Judge
Lexington County Court of Common Pleas

Lexington, South Carolina
10/2, 2013

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Lex. Co. C.C.C.P., G.S. & F.C.

ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

FILED

IN THE COURT OF COMMON PLEAS

Wells Fargo Bank, N.A.,

2014 JUN 30 P 4:18

Civil Action No. 2011-CP-32-3461

Plaintiff,

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

ORDER DENYING MOTION
FOR RECONSIDERATION

vs.

Gisela B. Moore, Thomas J. Moore)
a/k/a Tom J. Moore, and John Moore)

Defendants.)
_____)

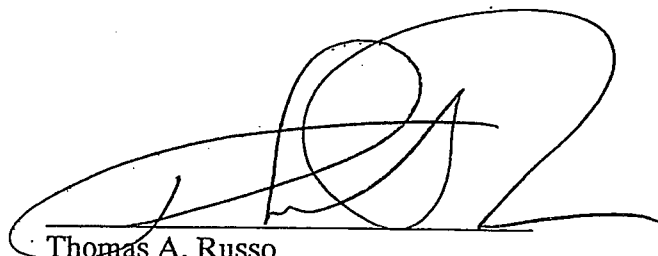
This matter came before the Court upon Defendants' Motion to Reconsider the Order Granting Partial Summary Judgment and Referring Case to Master in Equity. Having reviewed the Motion and supporting Memorandum, and having heard the arguments of counsel, the Court does not believe that there is a basis for reconsidering the Order Granting Partial Summary Judgment and Referring Case to Master in Equity. However, the Findings of Fact set forth in the Order were based on the record before the Court at the summary judgment hearing and are not the law of the case and are not binding on the fact finder in subsequent proceedings in this matter. *See Weil v. Weil*, 299 S.C. 84, 382 S.E.2d 471 (Ct. App. 1989).

Accordingly, based on the foregoing, it is

ORDERED that Defendants' Motion to Reconsider is DENIED.

IT IS FURTHER ORDERED that the Findings of Fact set forth in the Order Granting Partial Summary Judgment and Referring Case to Master in Equity are not the law of the case and are not binding on the fact finder in subsequent proceedings in this matter.

AND IT IS SO ORDERED.



Thomas A. Russo

Presiding Judge

Lexington County Court of Common Pleas

Lexington, South Carolina
6/25, 2014

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Gisela B. Moore; Thomas J. Moore a/k/a Tom J.
Moore; John Moore;

Defendant(s).

(013263-00756)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

COPY

FILED

2011 SEP 12 A 8:06

SETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

SUMMONS
(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE

Deficiency Judgment Waived

2 011CP3203467

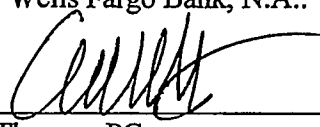
TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

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

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Wells Fargo Bank, N.A..



Rogers Townsend & Thomas, PC

ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)	Cheryl H. Fisher (SC Bar #15213)
Reginald P. Corley (SC Bar #69453)	Jennifer W. Rubin (SC Bar #16727)
Ellie C. Floyd (SC Bar #68635)	Michael P. Morris (SC Bar #73560)
Eve Moredock Stacey (SC Bar #5300)	Mary R. Powers (SC Bar #16534)
Robert P. Davis (SC Bar #74030)	William S. Koehler (SC Bar #74935)
Vance L. Brabham, III (SC Bar #71250)	Jaclynn B. Goings (SC Bar #77501)
John P. Fetner (SC Bar #77460)	Kelsey K. Lipscomb (SC Bar #77519)
Andrew W. Montgomery (SC Bar #79893)	Taryn M. Zange (SC Bar #70357)
Benjamin J. Powell (SC Bar #77205)	
220 Executive Center Drive	Post Office Box 100200 (29202)
Columbia, SC 29210	(803) 744-4444

Columbia, South Carolina
September 8, 2011

COPY

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Wells Fargo Bank, N.A.,

Plaintiff,

v.

Gisela B. Moore; Thomas J. Moore a/k/a Tom J.
Moore; John Moore;

Defendant(s).

(013263-00756)

FILED IN THE COURT OF COMMON PLEAS

DOCKET NO.

2011 SEP 12

8:06

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE

MORTGAGE

Deficiency Judgment Waived

2 011CP3203461

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Lexington 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 July 17, 2008, Gisela B. Moore and Thomas J. Moore made,

executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$90,000.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Gisela B. Moore and Thomas J. Moore made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. as nominee for American Mortgage Network, Inc., its successors and assigns (MIN #1001310-2280024714-4) 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 of that certain piece, parcel or tract of land with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot No. 54, on a plat of property prepared for Thomas N. Moore by William Wingfield, Registered Surveyor, dated April 17, 1957, recorded in the Office of the ROD for Lexington County in Plat Book 42-G at Page 296; also shown on a plat of Westwood, recorded in the Office of the ROD for Lexington County in Plat Book 26-G at Page 81; said lot being rectangular in shape, and having the following boundaries and measurements; On the North by Lot No. 55, measuring thereon 150 feet; On the East by Lot No. 85, measuring thereon 100 feet; On the South by Lot No. 53, measuring thereon 150 feet; and on the West by Rainbow Circle, fronting thereon 100 feet; be all measurements a little more or less.

This being the same property conveyed to Gisela B. Moore by deed of Ronald Lee Moore dated May 23, 1979 and recorded May 25, 1979 in Book 338 at Page 177. Subsequently, Gisela B. Moore conveyed the property to Tom J. Moore by deed dated May 14, 2008 and recorded May 15, 2008 in Book R12903 at Page 269. Subsequently, Tom J. Moore conveyed the property to Gisela B. Moore and Thomas J. Moore, as joint tenants with the right of survivorship by deed dated July 17, 2008 and recorded July 23, 2008 in Book R13046 at Page 210. Subsequently, Gisela B. Moore and Thomas J. Moore conveyed the subject property to Gisela B. Moore, Thomas J. Moore, and John Moore as tenants in common with an indestructible right of survivorship, by deed dated March 20, 2010 and recorded March 29, 2010 in Book R14161 at Page 196.

Property Address: 583 Rainbow Circle
West Columbia, SC 29170-4411

TMS# 005624-03-021

9. The Mortgage was signed, witnessed and probated July 17, 2008; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Lexington County on July 23, 2008, in Mortgage Book R13046 at Page 212. Subsequently, this Mortgage was assigned unto Wells Fargo Bank, N.A. by assignment dated August 3, 2011 and recorded August 8, 2011 in Book R14993 at Page 74.

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. Subsequently, Gisela B. Moore and Thomas J. Moore conveyed the subject property to Gisela B. Moore, Thomas J. Moore, and John Moore as tenants in common with an indestructible right of survivorship, by deed dated March 20, 2010 and recorded March 29, 2010 in Book R14161 at Page 196..

13. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for May 1, 2011, 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 May 1, 2011, the principal sum of \$87,259.69, with interest from April 1, 2011, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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:

None

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:

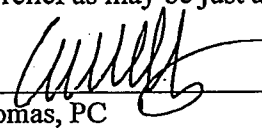
First, to the costs and expenses of the within action and sale;

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 Lexington 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

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Kelsey K. Lipscomb (SC Bar #77519)
Taryn M. Zange (SC Bar #70357)

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
September 8, 2011

NOTICE

1. As of August 9, 2011, you owe \$89,435.66. Because of interest, late charges, attorney fees and other charges that vary from day to day, the amount due on the day you pay may be greater.
2. Wells Fargo Bank, N.A. is the Creditor to whom the debt is owed. Wells Fargo Home Mortgage is the servicing agent for the Creditor to whom the debt is owed.
3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or any portion thereof.
4. If you, the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification will be mailed to you, the Consumer, by the Creditor's law firm.
5. If the Creditor named in this notice is different from the original Creditor, and if you, the Consumer, make a written request to the Creditor's law firm within the (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. This notice should not be construed as a thirty (30) day grace period. If, in writing, you dispute the debt or any portion thereof or if you request the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this notice, the law requires the Creditor's law firm to suspend its efforts (through litigation or otherwise) to collect the debt until the Creditor's law firm mails the requested information to you.
7. This notice pertains to your dealings with the Creditor's law firm as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the complaint. The summons attached to the complaint is a command from the court, not from the Creditor's law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this notice also does not affect the Creditor's law firm's relations with the court. The Creditor's law firm may file papers in any such suit according to the court's rules and the judge's instructions.
8. This is an attempt to collect a debt, and any information obtained will be used for that purpose. The information provided in paragraphs 1 and 2 above has been provided to us by the Creditor or Servicer. At this point in time, no attorney with this firm has personally reviewed the particular circumstances of your account. If you have previously received a discharge in bankruptcy, this notice is not and should not be construed as an attempt to collect a debt but only as an attempt to enforce a lien.

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

Case No. 2011-CP-32-3461

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Gisela B. Moore; Thomas J. Moore a/k/a
Tom J. Moore; John Moore;

Defendants.

ANSWER AND COUNTERCLAIM
(JURY TRIAL DEMANDED AS TO
MATTERS TRIABLE BY JURY)

The Defendants in answer to the Plaintiff's Complaint and as counterclaim, answers and alleges as follows:

FOR A FIRST DEFENSE

1. Any allegation of the Complaint not herein admitted, qualified, or explained is denied. Any allegations of the Complaint subject of qualified admissions made herein are denied insofar as the allegations are not qualifiedly admitted, and any allegations of the Complaint subject of any other qualifications or explanations herein are denied insofar as they are not otherwise qualified or explained.
2. Answering the allegations of paragraph 1 of the Complaint, the Defendants admit the same to the extent that the Complaint states a cause of action for mortgage foreclosure.
3. Answering the allegations of paragraph 2 of the Complaint, the Defendants admit the same upon information and belief.
4. Answering the allegations of paragraph 3 of the Complaint, the Defendants deny the same.

PPR
BETH A. CANTRELL
CLERK OF COURT
LEXINGTON, SC

SEP 13 13 P 12:07

FILED

5. Answering the allegations of paragraph 4 of the Complaint, the Defendants admit that the Plaintiff or its servicing agent is a participant in the Home Affordable Modification Program (hereinafter "HAMP"), but the Defendants deny the remaining allegations of the paragraph.

6. Answering the allegations of paragraph 5 of the Complaint, the Defendants admit the same.

7. Answering the allegations of paragraph 6 of the Complaint, the Defendants admit the same.

8. Answering the allegations of paragraphs 7 and 8 of the Complaint, the Defendants admit the same upon information and belief.

9. Answering the allegations of paragraph 9 of the Complaint, the Defendants admit the allegations that describe the documents that are recorded in the public record to the extent that the allegations accurately describe the same; however, the referenced assignment document could not have assigned all that it purported to assign.

10. Answering the allegations of paragraph 10 of the Complaint, the Defendants deny the same.

11. Answering the allegations of paragraph 11 of the Complaint, the Defendants deny the same.

12. Answering the allegations of paragraph 12 of the Complaint, the Defendants admit the allegations that describe the documents that are recorded in the public record to the extent that the allegations accurately describe the same.

13. Answering the allegations of paragraph 13 of the Complaint, the Defendants deny the same.

14. Answering the allegations of paragraph 14 of the Complaint, the Defendants admit the same, though they deny the Plaintiff ever had a right to deficiency judgment.

15. Answering the allegations of paragraph 15 of the Complaint, the Defendants deny the same as written.

16. Answering the allegations of paragraph 16 of the Complaint, the Defendants deny the same.

17. Answering the allegations of paragraph 17 of the Complaint, the Defendants admit that the Plaintiff requests what it requests but deny the Plaintiff is entitled to what it requests.

18. Answering the allegations of paragraph 18 of the Complaint, the Defendants deny the same.

19. No answer to the prayer in the Complaint is required.

FOR A SECOND DEFENSE

20. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

21. The Plaintiff accepted payments (less than the full amount of the loan) on the loan subject of this case in the recent past, after the point that any acceleration would have been required in order for the Plaintiff to bring this foreclosure case.

22. The Plaintiff has knowingly, intelligently, and voluntarily relinquished any right it may have had to bring this foreclosure case.

23. This is a waiver of any right the Plaintiff may have had to bring this foreclosure case.

FOR A THIRD DEFENSE

24. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

25. The Plaintiff and its predecessors, if any, themselves and/or by and through their agents and servants, have engaged in such conduct with respect to the loan subject of this action as to make the Plaintiff's hands unclean with regard to the matters subject of this action.

26. This conduct includes, but is not necessarily limited to, representing to the Defendants that the escrow for the loan would be based upon the owner-occupied tax rate when the lender knew or should have known that the property taxes would be assessed at the higher rate for property that is not owner-occupied, resulting in an increase in the overall payment amount that became unaffordable.

27. This conduct relates directly to the subject matter of this action.

28. The said conduct has proximately caused the Defendants prejudice and injury.

FOR A FOURTH DEFENSE

29. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

30. The Plaintiff and its predecessors, if any, themselves and/or by and through their agents and servants, have engaged in conduct that was calculated to convey the impression to the Defendants that the status of the matters subject of this action are not as the Plaintiff claims, including, but not necessarily limited to, conduct calculated to convey the impression to the Defendants that the escrow for the loan would be based upon the owner-occupied tax rate when the lender knew or should have known that the property taxes would be assessed at the higher rate for property that is not owner-occupied, resulting in an increase in the overall payment amount that became unaffordable.

31. The Plaintiff and its predecessors, if any, themselves and/or by and through their agents and servants, intended, or at least expected or desired, that the Defendants would rely upon the impressions conveyed by this conduct.

32. The Plaintiff or its predecessor in interest knew that the status of the matters subject of this action could not be both as it represented to the Defendants and as it claims in this action.

33. The Defendants lacked the means to determine the true status of these matters.

34. The Defendants accordingly relied on these representations to their prejudice.

FOR A FIFTH DEFENSE

35. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

36. The Plaintiff has no standing to bring this case.

37. The Plaintiff, upon information and belief, does not own the note subject of this case.

38. At most, the Plaintiff acquired from Mortgage Electronic Registration Systems, Inc., its nominee status with respect to the loan at issue.

FOR A SIXTH DEFENSE AND AS COUNTERCLAIM

39. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

40. There is need in this action for discovery of the exact manner in which the Plaintiff has assessed charges and applied payments with regard to the debt subject of this action.

41. The Defendants are entitled to an accounting with regard to the same.

FOR A SEVENTH DEFENSE

42. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

43. The note and mortgage at issue were created through a process designed to deprive registers of deeds (and, here, the Lexington County Register of Deeds) of their lawful fees for the recording of mortgage assignments.

44. The note and mortgage are void for illegality.

FOR AN EIGHTH DEFENSE AND AS COUNTERCLAIM

45. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

46. Actions of the Plaintiff and its predecessors, if any, themselves and/or by and through their agents and servants, such actions including, but not necessarily being limited to, those stated in this pleading, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, *et seq.*

47. The Plaintiff knew or should have known that the said actions were violations of the Unfair Trade Practices Act and were unfair and deceptive acts in trade or commerce.

48. These actions are capable of repetition, including, but not necessarily limited to, in that the Plaintiff and its predecessors, if any, is a lender and mortgage servicer that engages in collection practices and brings and directs mortgage foreclosure actions and in that the Plaintiff is a participant in the Home Affordable Modification Program.

49. The Defendants have suffered damages as a result of the said actions.

50. The Defendants are entitled to treble damages, reasonable attorney's fees, and costs.

FOR A NINTH DEFENSE AND AS COUNTERCLAIM

51. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

52. The Plaintiff claims it is the owner of the note and mortgage subject of this case.

53. If the Plaintiff is the owner of the note or mortgage, then the Plaintiff is obligated not to treat the Defendants as being in default of the terms of the loan when the Plaintiff engaged in a course of repeatedly accepting payments less than the amount now claimed to have been due.

54. If the Plaintiff is the owner of the note or mortgage, then the Plaintiff is obligated not to treat the loan as being accelerated when the Plaintiff has waived any acceleration by accepting payments as mentioned above.

55. If the Plaintiff is the owner of the note or mortgage, then the Plaintiff has breached its obligations to the Defendants, including, but not necessary limited to, as is stated in this pleading.

56. If the Plaintiff is the owner of the note or mortgage, then the Plaintiff has breached its duty under the covenant of good faith and fair dealing inherent in its contractual relationship with the Defendants.

57. The Plaintiffs' aforesaid breach or breaches proximately caused damage to the Defendants.

58. The Defendant is entitled to recover damages from the Defendant.

FOR A TENTH DEFENSE AND AS COUNTERCLAIM

59. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

60. The Plaintiff is a participating servicer in HAMP.

61. The servicers participating in HAMP do so by virtue of contractual agreements with the United States Treasury Department.

62. These contractual agreements are for the benefit of homeowners with mortgages on their homes that are serviced by the HAMP-participating servicers.

63. The Defendants are homeowners with a mortgage serviced by a HAMP-participating servicer.

64. The Plaintiff represented to the Defendants that it would process them for a modification of this loan.

65. The Plaintiff breached its HAMP agreement by failing to honor its representation that it would process the Defendants for a modification of this loan.

66. Further, the Plaintiff breached the covenant of good faith and fair dealing inherent in its HAMP agreement.

67. The Defendants are a third-party beneficiary of the aforesaid HAMP agreement.

68. The Defendants have suffered damages as the consequent and proximate result of the breach of that agreement.

69. The Defendants are entitled to recover actual damages, consequential damages, and the costs of this action from the Plaintiff.

FOR AN ELEVENTH DEFENSE AND AS COUNTERCLAIM

70. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

71. The Plaintiff had a monetary interest in making the false representations noted in this pleading to the Defendants.

72. The Plaintiff owed the Defendants a duty of care to see that it communicated truthfully with them.

73. The Plaintiff breached this duty by communicating falsely with the Defendants as aforesaid. This was a failure to exercise due care and was negligence.

74. The Plaintiff should have known that its representations were false.

75. Justifiably, the Defendants relied on these representations.

76. The Defendants have suffered loss and damages as a direct and proximate result of their reliance on the representations.

WHEREFORE, the Defendant prays for the Court to:

- (a) Issue an Order dismissing the Complaint with prejudice;
- (b) Deny the Plaintiff the relief it seeks in this action;
- (c) Specifically enforce the modification agreement;
- (d) Award the Defendant actual damages, punitive damages, treble damages, and all applicable statutory penalties;
- (e) Award the Defendant reasonable attorney's fees;
- (f) Award the Defendant the costs and expenses of this action; and
- (g) Grant the Defendant such other and further relief as the court deems just and proper.

Respectfully submitted,



Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
drew@harrisonfirm.com (email)

ATTORNEY FOR DEFENDANTS

Columbia, South Carolina
October 11, 2011

FILED
2011 OCT 13 P 12:07
BETH A. CHAMBERG
CLERK OF COURT
LEXINGTON, SC

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

Wells Fargo Bank, N.A.,)

Civil Action No. 2010-CP-23-8282

Plaintiff,)

vs.)

**REPLY TO ANSWER
AND COUNTERCLAIM**

Gisela B. Moore, Thomas J. Moore)
a/k/a Tom J. Moore, and John)
Moore,)

Defendants.)

Plaintiff Wells Fargo Bank, N.A. hereby responds to the Defendants' Answer and Counterclaim as follows:

FIRST DEFENSE

1. Plaintiff does not believe that a response is required to Paragraphs 1 through 39 of the Answer and Counterclaim. To the extent that a response is deemed necessary, Plaintiff denies all allegations inconsistent with its Complaint and this Reply.

2. Plaintiff denies the allegations contained in Paragraphs 40 and 41 of the Answer and Counterclaim.

3. Responding to Paragraph 42 of the Answer and Counterclaim, Plaintiff realleges and incorporates herein its responses contained in Paragraphs 1 and 2 above.

4. Plaintiff denies the allegations contained in Paragraphs 43 and 44 of the Answer and Counterclaim.

5. Responding to Paragraph 45 of the Answer and Counterclaim, Plaintiff realleges and incorporates herein its responses contained in Paragraphs 1 through 4 above.

6. Plaintiff denies the allegations contained in Paragraphs 46, 47, 48, 49, and 50 of the Answer and Counterclaim.

7. Responding to Paragraph 51 of the Answer and Counterclaim, Plaintiff realleges and incorporates herein its responses contained in Paragraphs 1 through 6 above.

8. Plaintiff admits the allegations contained in Paragraph 52 of the Answer and Counterclaim.

9. Plaintiff denies the allegations contained in Paragraphs 53, 54, 55, 56, 57, and 58 of the Answer and Counterclaim.

10. Responding to Paragraph 59 of the Answer and Counterclaim, Plaintiff realleges and incorporates herein its responses contained in Paragraphs 1 through 9 above.

11. Plaintiff admits the allegations contained in Paragraphs 60, 61, 62, and 63 of the Answer and Counterclaim.

12. Plaintiff denies the allegations contained in Paragraphs 64, 65, 66, 67, 68, and 69 of the Answer and Counterclaim.

13. Responding to Paragraph 70 of the Answer and Counterclaim, Plaintiff realleges and incorporates herein its responses contained in Paragraphs 1 through 12 above.

14. Plaintiff denies the allegations contained in Paragraphs 71, 72, 73, 74, 75, and 76 of the Answer and Counterclaim.

SECOND DEFENSE

15. The Answer and Counterclaim fails to state a claim against Plaintiff upon which relief can be granted.

THIRD DEFENSE

16. Any allegation of the Answer and Counterclaim not admitted, qualified or explained is denied.

WHEREFORE, Plaintiff prays for the relief demanded in its Complaint, that the claims against it be dismissed with prejudice, for the fees and costs incurred in responding to the Answer and Counterclaim, and for such other and further relief as the Court may deem just and proper.

McANGUS, GOUDELOCK & COURIE, LLP

By: 

Thomas E. Lydon
1320 Main Street, 10th Floor
Post Office Box 12519
Columbia, South Carolina 29211
(803) 779-2300

November 3, 2011

Attorneys for Wells Fargo Bank, N.A.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

Wells Fargo Bank, N.A.,)
)
Plaintiff,)

Civil Action No. 2010-CP-23-8282

vs.)

MOTION FOR ORDER OF REFERENCE

Gisela B. Moore, Thomas J. Moore)
a/k/a Tom J. Moore, and John)
Moore,)
)
Defendants.)
_____)

TO: ANDREW S. RADEKER, ESQUIRE, ATTORNEY FOR DEFENDANTS

You will please take notice that on the tenth (10th) day after service hereof, or as soon thereafter as may be scheduled, the undersigned attorney for Plaintiff will move before the presiding judge of the Lexington County Court of Common Pleas for an Order referring the above-captioned matter to the Honorable James O. Spence, Lexington County Master-in-Equity, with finality. The basis for this motion is that this action was filed as a mortgage foreclosure action, which is an equitable, non-jury proceeding. Furthermore, Defendants are not entitled to a jury trial on the counterclaim asserted in their Answer and Counterclaim.

This motion is based upon the pleadings in this case, Rules 53 and 71 of the South Carolina Rules of Civil Procedure, applicable South Carolina law, and such other materials as may be presented to the Court.

McANGUS, GOUDELOCK & COURIE, LLC

By: 

Thomas E. Lydon
1320 Main Street, 10th Floor
Post Office Box 12519
Columbia, South Carolina 29211
803-779-2300

April 25, 2013

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have this 25th day of April, 2013, served a copy of Plaintiff's Motion for Order of Reference, by mailing a copy of same, postage prepaid, in the United States mail, with sufficient postage affixed as follows:

Andrew S. Radeker, Esquire
Harrison & Radeker, P.A.
Post Office Box 50143
Columbia, SC 29250


Thomas E. Lydon

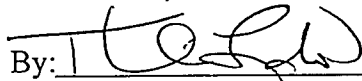
STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	
Wells Fargo Bank, N.A.,	)	Civil Action No. 2010-CP-23-8282
	)	
Plaintiff,	)	
	)	MOTION FOR SUMMARY JUDGMENT
vs.	)	
	)	
Gisela B. Moore, Thomas J. Moore	)	
a/k/a Tom J. Moore, and John	)	
Moore,	)	
Defendants.	)	
	)	

TO: ANDREW S. RADEKER, ESQUIRE, ATTORNEY FOR DEFENDANTS

You will please take notice that on the tenth (10th) day after service hereof, or as soon thereafter as may be scheduled, the undersigned will move before the presiding judge of the Lexington County Court of Common Pleas, for an Order granting summary judgment on the Plaintiff's Complaint and dismissing the counterclaims asserted in Defendants' Answer and Counterclaim. The basis for this motion is that there is no genuine issue as to any material fact in the case, and Plaintiff is entitled to judgment as a matter of law.

This motion will be based upon Rules 12 and 56 of the South Carolina Rules of Civil Procedure, applicable statutory and case law, the pleadings in this matter, the Affidavit of Amanda Weatherly, and such other affidavits and materials as may be presented to the Court.

McANGUS, GOUDELOCK & COURIE, LLC

By: 
 Thomas E. Lyden
 Post Office Box 12519
 Columbia, South Carolina 29211
 803-779-2300

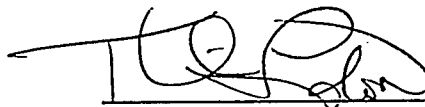
April 25, 2013

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have this 25th day of April, 2013, served copies of Plaintiff's Motion for Summary Judgment and Affidavit of Amanda Weatherly, by mailing copies of same, postage prepaid, in the United States mail, with sufficient postage affixed as follows:

Andrew S. Radeker, Esquire
Harrison & Radeker, P.A.
Post Office Box 50143
Columbia, SC 29250

A handwritten signature in black ink, appearing to read 'T. E. Lydon', is written over a horizontal line.

Thomas E. Lydon

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

Wells Fargo Bank, N.A.,)
)
Plaintiff,)

Civil Action No. 2011-CP-32-3461

**AFFIDAVIT OF AMANDA
WEATHERLY**

vs.)

Gisela B. Moore, Thomas J. Moore)
a/k/a Tom J. Moore; John Moore;)
Defendants.)

Personally appeared before me Amanda Weatherly who, being duly sworn,
deposes and says that:

1. I am a Vice President Loan Documentation for Plaintiff.

2. In my capacity as Vice President Loan Documentation for Plaintiff, I am familiar with the loan that is the subject of the above-captioned action, and I have access to the records concerning the transaction and the related litigation. This affidavit is based on personal knowledge and information obtained from Plaintiff's records.

3. The mortgage loan that is the subject of this foreclosure action is evidenced by a promissory note and mortgage dated July 17, 2008, in the original principal amount of \$90,000.00.

4. A copy of the promissory note is attached as Exhibit A to this affidavit.

5. A copy of the mortgage is attached as Exhibit B to this affidavit.

6. The last payment applied to this loan was on August 25, 2011. The amount of the payment was \$2,148.69.

7. As of April 4, 2013, the principal balance due and owing on the promissory note is \$87,259.69, and the accrued interest is \$11,828.57.

Amanda Weatherly

Amanda Weatherly
Vice President Loan Documentation
Wells Fargo Bank, N.A.
04/16/2013

State of Iowa)
County of Dallas) ss.

Signed and sworn to (or affirmed) before me on 4/16/13 (date)
by Amanda Weatherly (name[s] of person[s] making statement).

Jessica Phillips (Signature)
Notary Public (or title/rank of other officer)

(Stamp or Seal)

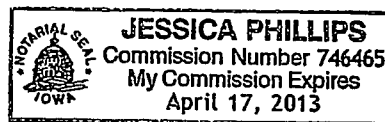


EXHIBIT A

LOAN NO. 228-024714
MIN: 1001310-2280024714-4

NOTE

JULY 17, 2008

[Date]

WEST COLUMBIA

[City]

SOUTH CAROLINA

[State]

583 RAINBOW CIR
WEST COLUMBIA, SC, 29170-4411

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 90,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

AMERICAN MORTGAGE NETWORK, INC., A DELAWARE CORPORATION

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750 %.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1ST day of each month beginning on SEPTEMBER 01, 2008. 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 AUGUST 01, 2038, 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 P. O. BOX 85302, ATTN: CASHIER'S DEPT.
SAN DIEGO, CA 92186 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 583.74

4. BORROWER'S RIGHT TO PREPAY

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

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

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Wolters Kluwer Financial Services Form 3200 1/01
VMP 5N (0207).01
Page 1 of 3

8/1
QBFB 8/1 NAIBST



5. LOAN CHARGES

LOAN NO. 228-024714

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

Page 2 of 3
GBM BOSTON HAIT

10. UNIFORM SECURED NOTE

LOAN NO. 228-024714

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

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

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

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

(Seal)
-Borrower
Gisela B. Moore By *Thomas J. Moore* 7/17/08
GISELA B. MOORE *for Attorney in fact*

(Seal)
-Borrower
Thomas J. Moore 7/17/08
THOMAS J. MOORE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

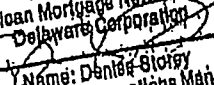
Pay to the Order of:
Without Recourse
American Mortgage Network, Inc. A
Delaware Corporation
By: 
Name: Denise Stotzy
Title: Regional Operations Manager

EXHIBIT B

Return To:

WACHOVIA MORTGAGE CORPORATION NC-4723
ATTN: POST CLOSING
1100 CORPORATE CENTER DRIVE
RALEIGH, NC 27607

Prepared By:

MARK R. SEMERAD

North American Title Corp.
3231 Sunset Blvd Suite B
West Columbia, SC 29169

CERTIFIED TRUE COPY

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES

Notscos-6387

(Specify Above This Line For Recording Data)

MORTGAGE

MIN

LOAN NO. 228-024714
1001310-2280024714-4

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 together with all Riders to this document.
(B) "Borrower" is

JULY 17, 2008

GISELA B. MOORE AND THOMAS J. MOORE

Borrower is the mortgagor under this Security Instrument.

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

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3041 1/01

VMP-BA(SC) (0409)

Page 1 of 18

VMP Mortgage Solutions, Inc. (800) 821-7755



JBATE 01/17/08

(D) "Lender" is AMERICAN MORTGAGE NETWORK, INC.,
A DELAWARE CORPORATION
Lender is a CORPORATION
organized and existing under the laws of THE STATE OF DELAWARE,
Lender's address is P. O. BOX 85463
SAN DIEGO, CA 92186

(E) "Note" means the promissory note signed by Borrower and dated JULY 17, 2008
The Note states that Borrower owes Lender NINETY THOUSAND AND 00/100

Dollars

(U.S. \$ 90,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than AUGUST 01, 2038

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number: 005624-03-021 which currently has the address of
583 RAINBOW CIR [Street]
WEST COLUMBIA [City], South Carolina 29170 [Zip Code]
("Property Address"):

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

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

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

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

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

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

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

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

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

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

in writing. In the event of such waiver, Borrower 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

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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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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JPM B *[initials]* HALF

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

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[Handwritten signature] *[Handwritten signature]* *[Handwritten signature]*

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.

35715 157 HAIT

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 pay 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.

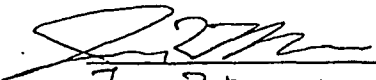
25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal 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.

[Handwritten signature]
BET B *[Handwritten signature]* NAIF

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:


James R. Moore


MICHAEL D. SHAVO

Gisela B Moore By Thomas J Moore
her attorney in fact. 7/17/08
(Seal)
GISELA B. MOORE -Borrower

 7/17/08
(Seal)
THOMAS J. MOORE -Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

STATE OF SOUTH CAROLINA,
I, MICHAEL D. SHAW

LEXINGTON

County ss:
do hereby certify that

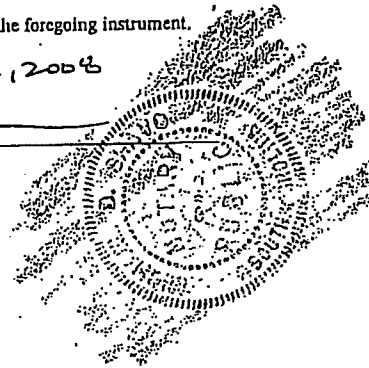
THOMAS J. MOORE AND GISELA B. MOORE BY THOMAS J. MOORE, HERE
ATTORNEY-IN-FACT

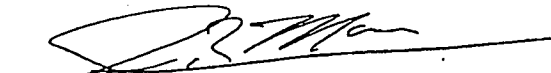
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 17th day of July, 2006


Notary Public for South Carolina

My Commission Expires:
SEPTEMBER 11, 2017




James R. Moore


HSM B. SHAW

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED
IN THE COURT OF COMMON PLEAS
2013 NOV 20 P Case No. 2011-CP-32-3461

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Gisela B. Moore; Thomas J. Moore a/k/a
Tom J. Moore; John Moore;

Defendants.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

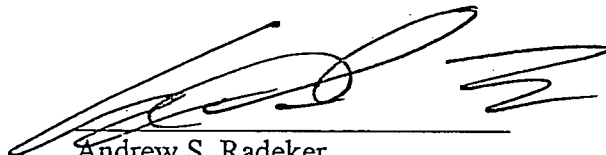
MOTION TO RECONSIDER

COPY

YOU WILL PLEASE TAKE NOTICE that the Defendant move before this Court pursuant to Rules 52 and 59, SCRCP, as well as pursuant to all other applicable law, for an Order reconsidering, altering, clarifying, or amending the Order of the Honorable Thomas A. Russo dated October 2, 2013, and filed October 4, 2013¹, which granted summary judgment in the Plaintiff's favor as to four of the Defendants' counterclaims and referred the above-captioned action to the Master-in-Equity. The grounds for this motion are more particularly shown in the attached memorandum, which is incorporated herein by reference as if here set forth verbatim.

Pursuant to Rule 11, SCRCP, there is no duty of consultation prior to this motion, as this is a motion to reconsider and such consultation would have served no useful purpose.

Respectfully submitted,



Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
drew@harrisonfirm.com (email)
ATTORNEY FOR DEFENDANTS

Columbia, South Carolina
November 20, 2013

¹ The Defendants received written notice of the entry of this Order on November 10, 2013.

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS

2013 NOV 20 P 1:20 Case No. 2011-CP-32-3461

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Gisela B. Moore; Thomas J. Moore a/k/a
Tom J. Moore; John Moore;

Defendants.

BETH A. CARRIGE
CLERK OF COURT
LEXINGTON, SC

MEMORANDUM IN SUPPORT OF
MOTION TO RECONSIDER

COPY

The Defendants hereby submit this memorandum in support of their motion for an Order reconsidering, altering, clarifying, or amending the Order of the Honorable Thomas A. Russo dated October 2, 2013, and filed October 4, 2013, which granted summary judgment in the Plaintiff's favor as four of the Defendants' counterclaims and referred the above-captioned action to the Master-in-Equity.

CLAIMS AGAINST THE ORIGINAL LENDER LIE AGAINST AN ASSIGNEE

While the Court acknowledged that the Defendants could assert their negligent misrepresentation and unfair trade practices claims against American Home Mortgage Network, Inc., the Court granted summary judgment on those claims in favor of the Plaintiff on the theory that those claims would not lie against the Plaintiff. This is not consistent with South Carolina law. An assignee of a note and mortgage ordinarily takes the note and mortgage subject to whatever claims and defenses lie against the original lender. Rosemond v. Campbell, 288 S.C. 516, 343 S.E.2d 641 (Ct. App. 1986). On the basis of the record before the Court, since the Defendants could assert these claims against the original lender, they can assert them against the Plaintiff, who claims to be an assignee from that lender. It was error for the Court to grant summary judgment on these claims.

THE DEFENDANTS HAVE A BREACH OF CONTRACT CLAIM

To recover for breach of contract, a claimant must prove that there was a binding contract entered into by the parties, the other party breached the contract, and damage as a proximate result. See Fuller v. Eastern Fire & Cas. Ins. Co., 240 S.C. 75, 124 S.E.2d 602, 610 (1962). Here, we have all of that.

Notes and mortgages are contractual documents. See Saro Investments v. Ocean Holiday Partnership, 314 S.C. 116, 122, 441 S.E.2d 835 (Ct. App. 1994) (construing mortgage transaction in accordance with "settled principles of contract law"). The Court misapprehended the Defendants' grounds for their breach of contract claim, limiting it to the Plaintiff's acceptance of payment for less than the full amount due and waiver of acceleration. While these are aspects of the breach of contract claim, another aspect of it is the Plaintiff's misapplication (or non-application) of payments made by the Defendants (at least two instances of which are documented in affidavits the Defendants presented). This misapplication or non-application was in violation of the duties of the parties' contract and necessarily resulted in damage to the Defendants because these amounts were not properly applied to pay down principal and interest, resulting in a larger debt. It was error for the Court to grant summary judgment on this claim.

THE COURT SHOULD NOT REJECT THE NOVEL HAMP CLAIM ON SUMMARY JUDGMENT

It has never been decided by a South Carolina appellate court whether a lender or mortgage servicer's failure to process properly an application for modification under the Home Affordable Modification Program (HAMP) gives rise to a cause of action by the borrower against the lender on a third-party beneficiary theory. The cases cited in the Order in this case are from federal courts, and they do not bind this Court.

HAMP was created to provide a reduction in monthly mortgage payment amounts to 3 to 4 million American homeowners. It was enacted pursuant to the Emergency Economic Stabilization Act of 2008, which states its purpose as follows:

The purposes of this Act are –

- (1) to immediately provide authority and facilities that the Secretary of the Treasury can use to restore liquidity and stability to the financial system of the United States; and
- (2) to ensure that such authority and such facilities are used in a manner that –
 - (A) protects home values, college funds, retirement accounts, and life savings;
 - (B) preserves homeownership and promotes jobs and economic growth;
 - (C) maximizes overall returns to the tax payers of the United States; and
 - (D) provides public accountability for the exercise of such authority.

12 U.S.C. § 5201 (emphasis added).

The program concerns residential loans owned, securitized, or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac) as well as residential loans to which Fannie Mae and Freddie Mac have no such relationship but which are serviced by the mortgage servicers that have entered into agreements to implement the program. HAMP came into being when the U.S. Treasury Department issued guidelines for the program on March 4, 2009.

The HAMP agreements entered into by HAMP servicers and the United States government (through Fannie Mae as its agent) are made for the benefit of mortgage loan borrowers who are behind on their mortgage payments; these people, people like the Tuckers, are third-party beneficiaries of those agreements. See Wigod v. Wells Fargo Bank, N.A., 673 F.3d 547, 554 (7th Cir. 2012) (HAMP implemented “to help homeowners avoid foreclosure”); Sampson v. Wells Fargo Home Mortg., Inc., No. CV 10-08836 DDP (SSx), 2010 WL 5397236,

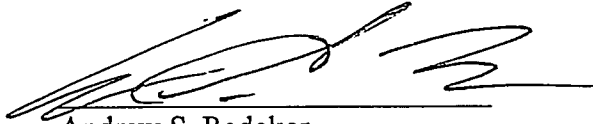
at *3 (C. D. Cal. Nov. 19, 2010) (“Here, the court is persuaded that Plaintiff – an individual facing foreclosure of her home – has made a substantial showing that she is an intended beneficiary of the HAMP, a federal agreement entered into by Defendants”). “[I]f a contract is made for the benefit of a third person, that person may enforce the contract if the contracting parties intended to create a direct, rather than incidental or consequential, benefit to such third person.” Hardaway Concrete Co., Inc. v. Hall Contracting Corp., 374 S.C. 216, 225, 647 S.E.2d 488, 492 (Ct. App. 2007).

Further, the decision of whether South Carolina recognizes such a cause of action should be made on a fully developed trial record, not at the summary judgment stage. Tyler v. Macks Stores of S.C., Inc., 275 S.C. 456, 459, 272 S.E.2d 633, 634 (1980) (“[a] novel issue . . . is best decided in light of the testimony to be adduced at trial”). The Court should not have granted summary judgment as to this claim.

**PLAINTIFF OR ITS PREDECESSOR (MATERIALLY THE SAME THING) HAVE
RESPONSIBILITY FOR THE DEFENDANTS’ FAILURE TO MAKE PAYMENTS**

The Order contains a factual finding that the Defendants’ default in payment was due to loss of income by John Moore. That is only part of the picture. The default originated as a result of the matters that give rise to the negligent misrepresentation cause of action involved in this case; thus, the Plaintiff bears at least some responsibility for the default.

Respectfully submitted,



Andrew S. Radeker
HARRISON & RADEKER, P.A.
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(803) 779-2211
(803) 779-6700 (facsimile)
drew@harrisonfirm.com (email)

ATTORNEY FOR DEFENDANTS

Columbia, South Carolina
November 20, 2013

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS

Case No. 2011-CP-32-3461

Wells Fargo Bank, N.A.,

2013 NOV 20 P 1:30

vs.

Plaintiff BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

CERTIFICATE OF SERVICE

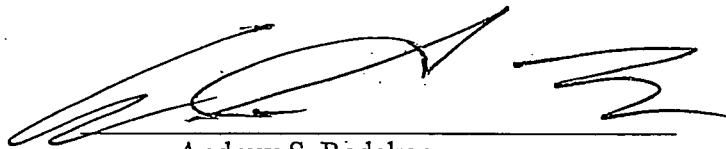
Gisela B. Moore; Thomas J. Moore a/k/a.
Tom J. Moore; John Moore;

Defendants.

COPY

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A., Attorneys for the Defendants, do hereby certify that I, on the 20th day of November, 2013, served the foregoing document in the above-captioned action by depositing the same in the U.S. Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

Thomas E. Lydon, Esq.
McAngus, Goudelock & Courie, LLP
P.O. Box 12519
Columbia, SC 29211



Andrew S. Radeker

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF LEXINGTON ___) 2011-CP-32-03461

WELLS FARGO BANK, N.A.)
)
) PLAINTIFF
) vs. TRANSCRIPT OF RECORD
)
GISELA B. MOORE, et al)
)

) DEFENDANT ___)

May 13, 2013
Lexington, South Carolina

B E F O R E:

HON. Thomas A. Russo, Judge.

A P P E A R A N C E S:

THOMAS E. LYDON, ESQ.
Attorney for the Plaintiff

CASEY CORNWELL, ESQ.
Attorney for the DEFENDANT

CAROL M. THUEME, RPR
Official Court Reporter

I N D E X

(There were no witnesses called.)

EXHIBITS

(There were no exhibits marked.)

1 THE COURT: All right. Mr. Lydon, these are
2 your motions, sir?

3 MR. LYDON: That's correct, Your Honor. Tommy
4 Lydon on behalf of Wells Fargo Bank, Your Honor.

5 Your Honor, the two motions before the Court are
6 plaintiff's motion for summary judgment and a motion for
7 order of reference. This is a mortgage foreclosure action
8 in which the defendants have answered and asserted
9 counterclaims. My motion is directed primarily to the
10 counterclaims and also seeks to have the case referred to
11 the master-in-equity.

12 THE COURT: Okay.

13 MR. LYDON: The undisputed facts are that two of
14 the defendants, Thomas Moore and Gisela Moore, borrowed
15 \$90,000 from American Mortgage Network to refinance a
16 mortgage on a house here in Lexington County. The house
17 was owned by the two of them, Gisela and Thomas Moore.
18 Mrs. Moore was Thomas Moore's mother and is also the
19 mother of the other defendant, John Moore. She died about
20 a year ago and an estate has not been opened and is not
21 really important to this other than to just kind of let
22 you know who the people are and what their current status
23 is. So defendant, Ms. Moore, was one of the original
24 borrowers and is deceased. Thomas Moore was the other
25 borrower; he's alive and well. He does not live in the

1 house. John Moore, the other defendant, is not on the
2 loan, but he was after the loan was made, conveyed an
3 interest in the property, therefore he's a necessary party
4 to this because he's got an ownership interest in the
5 property.

6 THE COURT: Okay.

7 MR. LYDON: He is the one that lives in the
8 house.

9 Subsequent to the closing, and all this is in
10 the affidavits they filed in opposition to my motion and
11 in the record and public records, so none of this is
12 disputed I'm fairly confident so far. Subsequent to the
13 closing with American Mortgage, the note and mortgage were
14 assigned to Wells Fargo and that's how we're here today as
15 the plaintiff.

16 THE COURT: Okay.

17 MR. LYDON: So again, we're now the owner of the
18 note and mortgage, although we didn't originate the loan.
19 Defendant Gisela Moore is deceased. Defendant Thomas
20 Moore is an obligated party on the loan. Defendant John
21 Moore lives in the house but is not -- did not sign the
22 note and mortgage.

23 The motion for summary judgment is directed to
24 two things, Your Honor: One is a determination that the
25 loan that's being foreclosed is in fact in default, and

1 secondly, dismissal of counterclaims that were asserted by
2 the borrowers. My motion for summary judgment is
3 supported by the affidavit of Amanda Weatherly. She is a
4 Wells Fargo employee. Actually, she's an officer in
5 charge of loan documentation. According to the affidavit,
6 the last payment on the loan that's the subject of this
7 action was received in August of 2011, and the principal
8 balance on the loan is in excess of \$87,000.

9 In response to the motion, Mr. Cornwell filed
10 affidavits of John Moore and Thomas Moore. And I will
11 just acknowledge at the outset, Your Honor, that those two
12 affidavits do create an issue of fact as to the question
13 of whether or not the loan is in default. And I will get
14 to that in a minute.

15 THE COURT: Okay.

16 MR. LYDON: But just to be candid, I think --
17 they have created an issue of fact whether or not there is
18 a default that will allow the matter to go forward with
19 the foreclosure. However, I do not think that they create
20 an issue of fact with regard to dismissal of the
21 counterclaims, which is important for two reasons: Number
22 one, I obviously want to get the counterclaims dismissed,
23 but two, dismissal of certain counterclaims will put this
24 case in a posture where it can be referred to the
25 master-in-equity.

1 THE COURT: Okay.

2 MR. LYDON: So the affidavit of John Moore, who
3 is the individual who is not on the loan but lives in the
4 house, acknowledges that he's the one that's supposed to
5 be making the mortgage payments as between the defendants.
6 He admits that he got behind on the payments and says he
7 got behind because the escrow requirement on the loan was
8 increased and made it impossible for him to afford the
9 payments. He also indicates he got hurt and lost income
10 due to his injury.

11 His affidavit states that in August of 2011, he
12 made a payment to Wells Fargo in the amount of \$2,148.69.
13 I just mention that because that's exactly what the Wells
14 Fargo affidavit says, so we're in agreement that the last
15 payment was in August of 2011. We're also in agreement
16 that the amount of that payment was \$2,148.

17 The affidavit of Thomas Moore states that
18 American Mortgage Network made some mistakes in handling
19 the loan origination. Specifically, he contends that they
20 did not properly calculate the property taxes on the
21 property. They calculated them as if it was going to be
22 owner occupied, when in fact Mr. John Moore was going to
23 be living in the property who is not the owner. This
24 resulted in a higher than expected payment which is what
25 caused the missed payments in the first place.

1 As I stated, the question of fact that is
2 probably created with regard to the issue of whether the
3 loan is in default, Mr. Moore -- they're both Mr. Moore.
4 Mr. John Moore contends that the \$2,148 payment, which we
5 acknowledge receiving, was sufficient to bring the account
6 current and the foreclosure should not have been
7 instituted when we received that payment. However, taking
8 all the allegations in the affidavits as true, they are
9 not sufficient to support the legal counterclaims that are
10 alleged against Wells Fargo in this. At most, Your Honor,
11 these allegations create defenses to foreclosure action as
12 far as payments being received and the escrow amount being
13 changed and all that sort of stuff.

14 The counterclaims that are alleged, Your Honor,
15 are an accounting, which is not a legal counterclaim, it's
16 an equitable counterclaim. And I agree by virtue of
17 Mr. John Moore's affidavit about the payments that he made
18 and the fact that Wells Fargo accepted payments for less
19 than the payment amount, that they probably are entitled
20 to an accounting at a foreclosure hearing as far as what
21 payments were received and how they were applied so that
22 the Court can make a determination as to whether or not
23 the loan was in default when the foreclosure action was
24 filed. So I don't have a problem with that counterclaim
25 surviving summary judgment. The rest of the

1 counterclaims, though, are legal counterclaims and we
2 believe they should be dismissed.

3 The first one is for unfair trade practices.
4 And again, even if the allegations in the affidavits are
5 true, they're not sufficient to establish a claim for
6 unfair trade practices. This is a unique set of
7 circumstances. It's certainly not one capable of
8 repetition or one that they claim is a repeating problem.
9 The problems here or the issues here that are unique are
10 that the person that lives in the property is not a
11 borrower and they claim that the problem that created this
12 default was an error in calculating the property taxes and
13 the escrow that were due with the monthly payments, the
14 escrow, insurance and taxes. If they're correct about
15 that, then that may be a defense to the foreclosure
16 action, but it's not an unfair trade practice. It would
17 not result in any award of damages to them because as
18 stated earlier, they owe us \$87,000, so it would just be
19 an adjustment to the amount that's owed.

20 The second cause of action they allege is breach
21 of contract. And the basis for that, according to the
22 counterclaim, Judge, is that Wells Fargo accepted payments
23 for less than the amount due and waived the right to
24 accelerate the loan. Again, this is a course-of-dealing
25 defense and is, in fact, a defense to the foreclosure, not

1 truly a -- even though it's pled as a counterclaim, it's
2 actually a defense to the foreclosure saying that because
3 we accepted payments for a lesser amount we waived the
4 right to hold them in default. Clearly waiver is an
5 equitable defense. And again, there wouldn't be any
6 damages here because they still owe us the \$87,000. At
7 most it would just be an affirmative defense that would
8 result in dismissal of the foreclosure action.

9 The third counterclaim is that we breached HAMP.
10 HAMP is the federal program that provides for procedures
11 for modifying loans that are in default for homeowners.
12 There's a case, Your Honor -- and I've got a copy of it,
13 I'll hand it up -- United States District Court, District
14 of South Carolina, Judge Michelle Childs, where she ruled
15 that there is no private right of action for violation of
16 HAMP. HAMP is the government program that the lenders are
17 supposed to file under in order to facilitate borrowers
18 who are behind on their payments getting caught up, but
19 there is no private right of action created that would
20 allow a borrower to file a counterclaim.

21 May I approach and hand you a copy of that?

22 THE COURT: Yes, sir. Thank you.

23 MR. LYDON: Thank you.

24 The last counterclaim that's asserted, Your
25 Honor, is misrepresentation or false representations.

1 There's nothing in either of the affidavits that
2 references any representations made by anybody at Wells
3 Fargo. The only discussion about representations is by --
4 is in the Thomas Moore affidavit, and it talks about the
5 actions and words of James Moore, who was the lender for
6 America's Mortgage Network, the original lender, and it
7 deals with again with this tax issue and what the property
8 taxes are supposed to be. But there's nothing in any of
9 these affidavits that says or discusses any
10 representations that were made by Wells Fargo. And
11 obviously without representations, then you can't have a
12 cause of action for negligent misrepresentation or fraud.
13 So we would contend that that counterclaim should also be
14 dismissed.

15 And again, in certain circumstances the conduct
16 of the original lender can create defenses that the
17 subsequent lender has to deal with. And so if that
18 situation applies here, and we don't know whether it does
19 or not. I don't think it does, but even if it does,
20 again, it's just a defense that -- an offset that the
21 borrower has against the new lender. Obviously if the
22 original lender does a bunch of fraud and a bunch of bad
23 stuff and the new lender takes the loan, they may take it
24 subject to defenses that would arise, but you don't have
25 an affirmative legal claim for damages against the

1 original lender -- I mean against the new lender. It only
2 is to the extent of the debt that's owed. And so again,
3 if you don't have damages, you don't have a legal
4 counterclaim. If you don't have a legal counterclaim,
5 then you're not entitled to a jury trial. Which gets to
6 my next issue, motion for order of reference.

7 Again, assuming that everything in their
8 affidavits is true, they may have some defenses to the
9 foreclosure action, but they do not dispute that they owe
10 Wells Fargo more than \$87,000 in principal. That's the
11 principal balance. That's not interest or escrows or
12 anything else. And as such, there is no basis for a claim
13 for damages.

14 We would ask the Court dismiss the legal
15 counterclaims. Like I said, the accounting counterclaim
16 is okay, but the unfair trade practices, breach of
17 contract, breach of HAMP, and false misrepresentation are
18 not supported by the affidavits of John Moore and Thomas
19 Moore.

20 We would also ask this Court refer the case to
21 the master-in-equity for two reasons: One, we think that
22 the legal counterclaims should all be dismissed,
23 eliminating the basis for a jury trial; secondly, as a --
24 I call it a recent case. It came out in August of 2012 --
25 I've got a copy I can hand up -- Wells Fargo versus

1 Michael Smith, and it dealt with this exact issue of when
2 a borrower is entitled to a jury trial on counterclaims.
3 And it didn't deal with the counterclaims that we're
4 dealing with here, but what they did say is -- the pages
5 aren't numbered, but it's over -- analysis A is subject
6 matter jurisdiction, B is Smith counterclaims. I know on
7 the next page, the last sentence before number one is "for
8 Smith's counterclaims to be entitled to a jury trial, each
9 counterclaim must be both legal and compulsory."

10 Here we've got a counterclaim for an accounting
11 which is definitely an equitable counterclaim. So even if
12 any of these other counterclaims survive summary judgment,
13 which I don't think they should, or even if they did,
14 there's no basis for a damages claim that would give them
15 the right to a jury trial. We think under the recent case
16 of Wells Fargo versus Smith, that the pleading of the
17 accounting counterclaim, which is definitely an equitable
18 counterclaim, requires or results in the entire case
19 referred to the master-in-equity.

20 Thank you.

21 THE COURT: Mr. Cornwell.

22 MR. CORNWELL: May it please the Court, Your
23 Honor.

24 I heard Mr. Lydon say that we do have some
25 counterclaims and we believe that is a basis for us to

1 have a jury trial. Your Honor, one of these counterclaims
2 he mentioned is the unfair trade practices. We do believe
3 that it's a behavior that is repeatable. We talk in our
4 affidavits of John and Tom Moore, one of the things we
5 talk about and allege is that we present testimony or
6 affidavits that spoke to a James Moore. James Moore,
7 there's a question of fact as to whether or not he acted
8 as an agent of the lender, Your Honor, in this case in
9 telling them the incorrect information about the taxes,
10 having known what he knew about the situation, what they
11 were trying to do, and then hold out to them that he was
12 going to do what he said he was going to do and did not in
13 fact do that as far as taxing it appropriately and telling
14 them exactly what they would --

15 THE COURT: Let me ask you, Mr. Cornwell, I want
16 to make sure that I have everybody and where they're from.

17 James -- we've got a lot of Moores here.

18 MR. CORNWELL: I'm sorry. James Moore is no
19 relation.

20 THE COURT: James Moore was the original
21 lender's representative, correct?

22 MR. CORNWELL: Yes. That's what we're alleging,
23 yes, sir.

24 THE COURT: I mean, why wouldn't you either
25 bring him in to this action as, I don't know --

1 MR. CORNWELL: Wells Fargo as you know --

2 THE COURT: Because here's the thing: In your
3 argument, you're not -- I mean, if I were to agree with
4 you, the case goes forward and a jury agrees with you, any
5 award you may receive would be against Wells Fargo. So it
6 doesn't preclude -- in other words, that type of action
7 doesn't preclude this particular lender from stopping this
8 conduct, because it doesn't affect this lender. It
9 doesn't affect James Moore or the company he represents.
10 Is that not correct?

11 MR. CORNWELL: Yes, Your Honor. And Mr. Lydon
12 kind of alluded to that in taking on this loan, they
13 accepted any wrongdoing that was done prior in the chain,
14 Your Honor. We would hold that they're responsible for
15 that, Your Honor, taking on the loan, Your Honor.

16 THE COURT: All right.

17 MR. CORNWELL: And, Your Honor, there's also a
18 counterclaim for the breach of contract, Your Honor. And
19 as far as the terms of the loan, Your Honor, there was
20 some payments made that we allege that -- and Mr. Lydon
21 spoke about -- that we allege were not accounted for by
22 Wells Fargo. But we would point out that -- and I'm just
23 looking at my notes here -- there's an issue of material
24 fact as to if these payments were applied correctly,
25 whether or not the loan was actually accelerated. They

1 accepted loans (sic) after or in an amount less than what
2 the payment was agreed upon and then they also accepted a
3 large payment that would have brought the loan current.

4 THE COURT: Is that not a defense to
5 foreclosure?

6 MR. CORNWELL: Yes, Your Honor.

7 THE COURT: So again, these questions arise, Mr.
8 Lydon brought them up, but if that's allowed to go forward
9 as an affirmative counterclaim, what are your damages?

10 MR. CORNWELL: Well, Your Honor, there are two
11 different answers basically. They say that they accepted
12 this check and then they say they didn't accept the check,
13 but we never got a refund for this check. But there --
14 you know, there is an issue of fact as to whether or not
15 this credit was properly applied in this case.

16 THE COURT: Again, you know, and I don't know,
17 it sounds to me like that's probably a defense for the
18 foreclosure action and you may very well be entitled to an
19 offset. But anyway, go ahead.

20 MR. CORNWELL: And as far as our counterclaims
21 go, we do believe that this behavior is repeatable. I
22 mean, it's just a payment issue alone, Your Honor, with
23 paying and not crediting properly the accounts. Those
24 payments were made to Wells Fargo and that is a behavior
25 that's repeatable. That is something that can be

1 repeated. It's an -- we feel like that goes towards our
2 unfair trade practices act claim also, Your Honor, which
3 is a legal counterclaim. And we'd ask that that claim be
4 allowed to go to the jury on that basis just because we
5 have presented an issue of fact in regards to that, Your
6 Honor.

7 As far as our other counterclaims which is
8 the -- there was a false misrepresentation, we spoke
9 briefly about that as far as James Moore holding out to do
10 incorrectly to them about the escrow amount that would be
11 taken out and what was proper. These are -- we believe
12 that our counterclaims -- in the affidavits they speak
13 about all of these things as they relate to -- genuine
14 issues of material fact that relate to our legal
15 counterclaims, Your Honor. To get summary judgment he has
16 to show that there are no issues of fact in regards to our
17 counterclaims. And we believe in our affidavits they do
18 lay out facts for that.

19 THE COURT: What about the breach of HAMP?

20 MR. CORNWELL: Yes, Your Honor. It's our
21 opinion this is a circuit court case, Your Honor. It's
22 not binding on the Court. As far as I know I don't think
23 our state court has taken up this issue yet or anything
24 like this. It's not a binding decision on the Court. It
25 is a guideline, but we take the position that it's not

1 binding on the Court to follow that ruling. We believe
2 that they violated HAMP by not following the rules and not
3 doing exactly what the agreement says that they should do
4 as far as their duties are to lenders -- I mean to
5 borrowers, Your Honor. And, therefore, that's where our
6 counterclaim lies in that regard, Your Honor.

7 We completed all the paperwork we were supposed
8 to do as far as the HAMP rules, Your Honor, and we
9 repeatedly tried to comply with that, and that did not
10 happen on the other side, Your Honor, as they're required
11 to by law.

12 Another issue is whether or not they're actually
13 the holder of the note and mortgage, Your Honor. That's
14 something that came about by the way this thing
15 originates. This is -- from what I understand, they went
16 through MERS. And whether or not it's a valid assignment
17 of this instrument to Wells Fargo is an issue in this
18 case, whether or not they're the actual owner of the note.

19 There's an issue that comes up in that regard
20 because at the beginning the title was split. The note
21 and mortgage was split at the origination. The note was
22 given to the lender and the mortgage was given to MERS.
23 Now, as far as I know, they cannot transfer the note to
24 Wells Fargo since MERS only ever had -- all they ever had
25 was a mortgage when this loan was originated. So we say

1 that there's an issue as to whether or not the plaintiff
2 is even actually the owner of the mortgage.

3 THE COURT: All right. Anything further?

4 MR. CORNWELL: If you look at the plaintiff's
5 request to admit, I think they may have some things in
6 there that allege that they possessed the note or things
7 of that nature, Your Honor, but there's nothing that we
8 received that actually shows that Wells Fargo is the owner
9 of the note and mortgage, Your Honor.

10 THE COURT: All right. Mr. Lydon, would you
11 like to respond?

12 MR. LYDON: Very briefly, Your Honor.

13 With respect to the unfair trade practices,
14 you're correct that the practices they're complaining of
15 were done by somebody, American Mortgage Network, and
16 there's no indication this Mr. Moore worked for Wells
17 Fargo, had any relationship with Wells Fargo. In fact,
18 when I got the affidavit, I was a little concerned because
19 I'm never sure how the loan was originally made.
20 Sometimes these folks are loan brokers and the initial
21 loan is actually made in the name of Wells Fargo, Bank of
22 America, whoever. Other times these guys are actual
23 lenders. And so I got the note which is in the record,
24 it's part of the affidavit that I submitted, and the note
25 is specifically payable to American Mortgage Network as is

1 the mortgage. So that was the original lender. And so I
2 don't see how anything that Mr. Moore could have done
3 could be imputed to Wells Fargo as an unfair trade
4 practice. At most it might be an offset kind of
5 defense-type issue if we take it subject to claims and
6 defenses, but as far as being an affirmative counterclaim
7 against Wells Fargo, I don't think anything that the
8 original lender or its agent Mr. Moore did gives rise to
9 an unfair trade practices claim against Wells Fargo.

10 With respect to the question of how payments
11 were applied, unfair trade practices is to prohibit unfair
12 and deceptive acts and practices. What they're talking
13 about is the good old accounting cause of action and so
14 the common law cause of action that's been around for
15 hundreds of years and, in fact, in recent cases, most of
16 them are hundreds of years old, but it's clearly an issue
17 that's in a foreclosure action, but it's equitable and
18 it's not a jury issue.

19 With respect to the district court opinion on
20 the HAMP not being binding, technically he may be correct,
21 but HAMP is a matter of federal law and I think that the
22 state courts would look to the federal court's
23 interpretation of federal law, and if that's all we've
24 got, then I think -- it may not be binding, but it's
25 pretty helpful.

1 The last thing on standing, standing is an
2 affirmative defense. We have not -- it's not the subject
3 of the motion we've got here today. They can still raise
4 the standing issue at the foreclosure hearing. But again,
5 it's an affirmative defense, it's not a counterclaim.
6 It's nothing that will entitle them to a jury trial over a
7 standing issue. So I agree -- but I'm not sure I agree on
8 standing because I do think this affidavit establishes
9 that. But even if it doesn't, when you go to a
10 foreclosure hearing, one of the things you have to prove
11 is that you own the note and mortgage, and so that's an
12 element that we'll have to prove going forward. So there
13 may be a question of fact on standing.

14 There probably is a question of fact on the
15 accounting issues they've raised as far as whether the
16 loan was current when the last payment was received. But
17 as to the rest of the items, there is no genuine issue of
18 material fact and we would ask that those counterclaims be
19 dismissed and that the case be referred to the Judge
20 Spence.

21 Thank you.

22 MR. CORNWELL: Your Honor, I would just like to
23 say --

24 THE COURT: Go ahead.

25 MR. CORNWELL: Our counterclaims aren't

1 compulsory, they're legal counterclaims. They require us
2 to bring them in civil court, Your Honor. We demanded a
3 jury trial and that is proper, Your Honor. It's our
4 position that the unfair trade practices claim puts us in
5 a position where we need to be in front of a jury.

6 THE COURT: I don't necessarily disagree with
7 you, but I don't know that it's against this party. I
8 mean, what you're saying is -- and I don't know -- is
9 that -- because we know that secondary market is huge
10 where banks oftentimes or lending institutions probably
11 the vast majority of the time sell the notes and mortgages
12 that they enter into. There's not that many that actually
13 originate and keep those mortgages and notes. And so they
14 do that. If the rule is that -- and so you've got this
15 whole market of secondary people who purchase these and
16 service them. In this case, Wells Fargo allegedly
17 purchased this note and mortgage and/or they're serving
18 this note and mortgage.

19 The unfair trade practices acts against -- let's
20 say Wells Fargo then transferred this over to some other
21 bank before this situation occurred. I don't see how your
22 cause of action is going to deter this type of conduct
23 when the party who is actually -- if there's a party out
24 there violating the unfair trade practices act isn't held
25 accountable for it.

1 MR. CORNWELL: Yes, Your Honor. And we'd also
2 assert by them accelerating the mortgage improperly they
3 violated the terms of the mortgage, violated the breach of
4 contract, Your Honor, and we would assert that that is a
5 legal claim that needs a jury trial, Your Honor, also for
6 breach of contract.

7 THE COURT: But your damages there are simply an
8 offset to what you owe them on the principal, right?

9 MR. CORNWELL: You could be correct, Your Honor.

10 THE COURT: I'm going to grant the motion
11 regarding the unfair trade practices act for the reasons
12 stated. I think as well the breach of contract is a
13 defense to the foreclosure. I think that the breach of
14 the HAMP -- and I agree with you technically,
15 Mr. Cornwell, but then I also agree with Mr. Lydon that if
16 I have a question of federal law, I'm going to look to the
17 federal courts for their interpretation. And according to
18 Judge Childs' order or opinion here, there doesn't seem to
19 be a private right of action under this act.

20 And again, those false representation claims
21 also go to conduct by a third party.

22 I do agree that the accounting needs to be done.
23 I think that's huge for your client. I think that's going
24 to go toward whether or not these monies were properly
25 divided where they needed to go and whether or not it even

1 triggered the foreclosure.

2 So I'm going to grant the motion regarding
3 summary judgment on the unfair trade practices, breach of
4 contract, breach of HAMP Act, false representation. I'm
5 going to leave the issue with regards to accounting open
6 to be dealt with and I am going to refer the case to the
7 master to be dealt with there. And obviously that that
8 accounting needs to be done at that point.

9 And again, if there is any breach regarding the
10 contract, I think again that would be a defense. But I
11 agree with Mr. Lydon that, you know, his client is going
12 to have to establish ownership of the note and mortgage.
13 If they can't do that, then they're going to be dead in
14 the water at that point. So I think all that is to be
15 dealt with under having referred the case.

16 Mr. Lydon, if you could prepare an order and
17 give that to Mr. Cornwell so he can review it and give you
18 some time to review it. Once it's submitted, if you have
19 anything you want to correct as well, let me know.

20 MR. LYDON: Thank you, Your Honor.

21 (The proceedings were concluded.)

22 *** END OF REQUESTED TRANSCRIPT OF RECORD ***
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State of South Carolina
County of Lexington

Court of Common Pleas

Wells Fargo Bank, NA,)
)
 Plaintiff,)
 v.)
)
Gisela B. Moore, et al.,)
)
 Defendant.)

Transcript of Record
2011-CP-32-03461

December 9, 2013
Lexington, South Carolina

B E F O R E:

The Honorable Thomas Russo, Judge.

A P P E A R A N C E S:

Thomas E. Lydon, Esquire
Attorney for the Plaintiff

Andrew Sims Radeker, Esquire
Attorney for the Defendants

Bethanie K. Creppon
Circuit Court Reporter

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1 THE COURT: All right. Mr. Radeker, this is
2 your motion to reconsider; is that correct?

3 MR. RADEKER: That's correct, Your Honor.

4 THE COURT: All right, sir. I'll be happy to
5 hear from you.

6 MR. RADEKER: Thank you, Your Honor. I'm Drew
7 Radeker. I represent the defendants in this case.
8 Your Honor had previously issued an order granting
9 summary judgment as to four but not all of the
10 defendants' counterclaims in this case and referring
11 the matter to the Master in Equity as the summary
12 judgment ruling eliminated the at-law causes of
13 action. This is a contested foreclosure action.

14 One of the bases that was set out in Your
15 Honor's order was that the claims concerning the
16 origination of the loan might lie against American
17 Home Mortgage Network, Inc., the company that
18 originated the loan, but not Wells Fargo who claims
19 to have standing to bring this case by being an
20 assignee of the loan.

21 Under South Carolina law, normally claims and
22 defenses that would lie against the originator of a
23 loan would lie against an assignee of that note and
24 mortgage. There's a case, *Rosemond vs. Campbell*,
25 that stands for that. As the order appears to note,

1 that -- you know, my clients might well have claims
2 against American Home Mortgage Network for these
3 things. I think it's proper for the Court to allow
4 them to go forward against Wells Fargo because of
5 the principle of law embodied in the Rosemond case.

6 Next, the Court found against us on the
7 breach-of-contract claim. The breach-of-contract
8 claim concerns something that I think may have been
9 misapprehended or lost, perhaps, at the previous
10 hearing and doesn't seem to be addressed on the
11 Court's order. There's at least two instances in
12 which Wells Fargo took money, significant amounts of
13 money from the Moores and did not appear to have
14 applied it to the balance of the loan. That would
15 be a breach of contract. It violated their duties
16 under the note and mortgage contract, and that's
17 caused damage to the Moores. And so that sounds in
18 breach of contract and we would respectfully submit
19 that the Court should not have allowed that claim to
20 go forward and not grant the summary judgment on it.

21 As to the claim that we're making, which is a
22 novel issue in South Carolina, which is whether the
23 Home Affordable Modification Program functions as a
24 contract that borrowers have third-party beneficiary
25 status under, we would most respectfully feel that a

1 decision about whether a South Carolina Court would
2 recognize that, and no South Carolina State
3 Appellate Court has passed on that issue, ought to
4 be made upon the development of a full trial record
5 and not at the stage of a summary dispositive
6 motion.

7 The federal court cases that are cited in the
8 order don't bind discord on that issue because the
9 issue is one of state law, of state substantive
10 contract law. So here, there's a novel question
11 that's never been decided in this state, and we
12 would just want that question to be decided after
13 the evidence is introduced at trial. I don't think
14 it would complicate the trial any more just to have
15 that in there.

16 And if you look at the law on it, if you look
17 at the program itself, it's intended to provide a
18 direct benefit to people who are in the situation
19 that the Moores are in. And so it's logical to
20 assume that they would be third-party beneficiaries.

21 Also, I note this, and this is really just kind
22 of some housekeeping so that no one can come along
23 and make a law-of-the-case argument later: Your
24 Honor's order appears to state the default in
25 payments happened because of an injury to John Moore

1 where he was unable to make the payments. Now,
2 that's true, but it's only part of the story. The
3 original default in payments appears to have
4 happened because the payment amounts went up as a
5 result of the improper representations of American
6 Home Mortgage Network when the loan was originated
7 that based the projected payment amounts on the
8 owner-occupied tax rate when that was improper.
9 Obviously, the nonowner-occupied tax rate is much
10 higher, causing the payments to go up a lot more,
11 and that's what made Mr. Moore unable to make
12 payments.

13 Also, we'd note that because these are jury
14 claims and they should be allowed to go forward,
15 that the Court should reconsider a portion of his
16 order that referred the case to the Master in
17 Equity. And that's the sum of our motion. I'm
18 happy to answer any questions or let the Court hear
19 from Mr. Lydon.

20 THE COURT: All right.

21 MR. LYDON: Thank you, Judge. As to the first
22 issue that the claims against the lender -- original
23 lender can be asserted against the assignee,
24 Mr. Radeker correctly cites the Rosemond case -- or
25 correctly quotes the Rosemond case, but the Rosemond

1 case doesn't apply to this situation. The Rosemond
2 case talked about the common law in South Carolina
3 being that an -- you could not assert offensively
4 claims against as assignee, but that there was a
5 change in the common law by the adoption of the
6 Consumer Protection Code. And it cites
7 Section 37-2-403 and 404, which subject an assignee
8 of an original creditor to all claims and defenses
9 of the consumer.

10 The problem is, the Consumer Protection Code
11 does not apply to first mortgage loans, except with
12 respect to the Attorney Preference Statute which
13 says that the borrower has the right to choose the
14 lawyer to close the loan. That's Chapter 10,
15 37-10-105. But the rest of the Consumer Protection
16 Code only pertains to consumer credit transactions
17 or second mortgage loans. But there's a specific
18 exclusion for first Mortgage loans, except for
19 Chapter 10. And if you look at that Rosemond case,
20 it was a consumer credit sale, it was a home repair
21 case, it was not a first mortgage.

22 So we would take the position that the
23 section -- that Rosemond is not applicable because
24 it's a case under the Consumer Protection Code and
25 this particular foreclosure action does not fall

1 under the Consumer Protection Code.

2 As to the breach-of-contract claim, the
3 memorandum that Mr. Radeker filed, the last -- or
4 the next to the last sentence, I think, really
5 answers -- or makes my argument for me. It says:
6 The misapplication or non-application of payment was
7 in violation of the duties of the parties' contract
8 and necessarily resulted in damage to the defendants
9 because these amounts are not properly applied to
10 pay down principal and interest resulting in a
11 larger amount of debt.

12 So it's not really an amount of damages, it's a
13 matter of how much do they owe on the loan. And
14 Your Honor, in fact, found in the order that there
15 was a question of fact as to how much they owed on
16 the loan. You denied my motion for summary judgment
17 on finding them in default and you denied my motion
18 for summary judgment with respect to their
19 counterclaim for an accounting, which is basically
20 what this whole cause of action is about, is how the
21 payments were applied. So that issue is still part
22 of the case, it's just not part of the case as a
23 breach-of-contract claim, it's a part of the case in
24 their accounting counterclaim and defense. And I
25 think that's properly where it belongs because,

1 again, they're not entitled, even under
2 Mr. Radeker's argument to any affirmative relief if
3 payments were misapplied, it's just their debt is
4 smaller than what -- would ultimately be smaller
5 than what we're claiming it would be. So I think
6 that the case is in the appropriate posture to deal
7 with the application of the payments.

8 As far as the novel issue on the HAMP claim, I
9 mean, generally, I think his statement of law is
10 correct that the finding in federal court is not
11 binding on a matter of state law, but I disagree
12 that this is a matter of state law. This is a
13 federal statute, the HAMP statute, and Mr. Radeker
14 cites it, 12-USC-5201. And I do believe that an
15 interpretation and application of a federal statute
16 by a federal court would be binding on the South
17 Carolina courts.

18 And I would point out that the two opinions
19 that are cited, one is a South Carolina District
20 Court case and the other is a Fourth Circuit Court
21 of Appeals case. So, you know, it's not just any
22 federal court that has ruled on this, it's federal
23 courts that have jurisdiction over South Carolina
24 matters.

25 I would also, if I could, Your Honor, hand up

1 to the Court two other common pleas orders; one from
2 the Master In Equity in Sumter and one from the
3 Special Referee in Clarendon County, both of which
4 relied on the same two cases to conclude that there
5 is no private right of action under the federal HAMP
6 statute. So we're not out on a limb here, we're
7 consistent with that other judges that are hearing
8 these foreclosure matters and this particular
9 counterclaim are doing. So I do think the Court
10 properly dismissed this -- the claim based on the
11 fact that HAMP does not create a private cause of
12 action.

13 As to the final issue, Mr. Radeker says that
14 the order is incorrect in stating that the
15 defendants' default was due to loss of income by
16 Mr. Moore. I think that is what's in the record. I
17 understand his point being he doesn't want that to
18 be viewed the law of the case. But as I view it,
19 it's not a legal conclusion, it's just a statement
20 in the findings of fact in that those aren't binding
21 in a summary judgment order that parties can do more
22 discovery and present additional evidence to the
23 actual trier of the case, whether that be the Master
24 in Equity or a jury. And so there's nothing in the
25 findings of fact that bind him or would otherwise

1 impact him in the trial on the merits. And I don't
2 really have an objection to the Court's order
3 stating that, you know, while the counterclaims are
4 dismissed, the findings of fact are not necessarily
5 binding on him in any future hearing on merits. So
6 if that makes him more comfortable, I'm okay with
7 that.

8 But I think legally, I think we're on sound
9 ground with the counterclaims that were dismissed.
10 I would point out, for the purpose of this motion,
11 it appears to me that what Mr. Radeker was just
12 arguing was that the order was wrong; not that it
13 misapprehended or didn't consider an issue that was
14 addressed, which is really what Rule 59 (e) motion
15 is for, is to -- if the Court did not consider an
16 argument that was raised or overlooked an issue,
17 then you got to file the 59 (e) motion to preserve
18 it. I don't think he's arguing that anything was
19 overlooked, I think he's arguing it was just
20 incorrect. So I think, as a matter of law,
21 procedurally, the motion should be denied with
22 respect to the counterclaims.

23 MR. RADEKER: If I could just briefly reply,
24 Your Honor.

25 The point about the Rosemond case, the Rosemond

1 case notes that claims against an original lender
2 under the common law can be asserted by someone who
3 is in a defensive posture as against an assignee,
4 which is what we've done here.

5 On the breach of contract claim, first, we are
6 saying that there appears to be something that was
7 missed by the Court, because Your Honor's order
8 states that the basis of the breach-of-contract
9 claim is because the plaintiff took payments and yet
10 appears to have accelerates or purported to
11 accelerate the debt any way, even though this was
12 improper as a matter of timing, although those
13 things were certainly a breach of contract here.
14 There's a lot more to the breach-of-contract claim
15 than that.

16 Also, as to Mr. Lydon's point saying that,
17 well, ultimately it's only going to affect how much
18 money the plaintiff is entitled to recover. Even
19 if -- and that's just an if -- but even if the
20 ultimate result of the claim results in an offset
21 against the debt, that doesn't mean that because
22 that's going to happen that the Moores -- that there
23 aren't some facts here that can show that the Moores
24 are entitled to a verdict on a breach-of-contract
25 claim. And so for that reason, I'd say the

1 breach-of-contract claim ought to be allowed to go
2 forward.

3 As to the novel issue on the HAMP claim, I
4 think it is a matter of state law because we're
5 discussing a state contract law about when a
6 person's a third-party beneficiary. Just because
7 the -- there's a federal statute that creates the
8 HAMP program doesn't mean the issues about whether
9 under contract law these people are third-party
10 beneficiaries are not state law issues, and we'd say
11 that they are. And so that would basically be my
12 reply, unless Your Honor has anything to ask me.

13 THE COURT: Okay. Do you have anything
14 further, Mr. Lydon?

15 MR. LYDON: I don't think -- I think everything
16 has been said, Your Honor.

17 THE COURT: All right. I'm going to
18 respectfully deny your motion. I don't think
19 anything new has been presented to the Court for the
20 Court to consider. It does appear that it's -- the
21 basis for the motion is that, Judge, we disagree
22 with the order and we're asking you to rethink it
23 under the same arguments that were presented earlier
24 and give us a different decision. I -- these things
25 were considered initially. The Court made its

1 ruling and I think -- obviously, I think, correctly.
2 But I will -- I mean, if you are concerned about
3 this order affecting any future concerns in
4 litigation regarding the findings of facts, I don't
5 mind an amended order basically stating that -- you
6 know, that these findings here are not binding on
7 any subsequent litigation and that further discovery
8 may actually alter or change what's here. But I
9 don't have a problem with that. But as far as the
10 ruling on the other matters, I'm going to
11 respectfully deny your motion.

12 MR. RADEKER: Thank you, Your Honor.

13 THE COURT: If you'd like to submit a proposed
14 amended order with that change, I'll be happy to
15 consider that.

16 MR. RADEKER: Okay. Thank you, Your Honor.

17 -- END OF TRANSCRIPT OF RECORD --

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COPY

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

FILED
2013 MAY 13 A 9:24

Wells Fargo Bank, N.A.,

Civil Action No. 2011-CP-32-3461

Plaintiff,

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

vs.

PLAINTIFF'S RESPONSES TO
DEFENDANTS' FIRST SET OF
REQUESTS TO ADMIT

Gisela B. Moore, Thomas J. Moore
a/k/a Tom J. Moore, and John
Moore,

Defendants.

Plaintiff Wells Fargo Bank, N.A. hereby responds to the Defendants' First Set of
Requests to Admit as follows:

1. The Plaintiff received a payment toward the loan subject of this case
within a month before this foreclosure case was filed.

RESPONSE: Admitted. However, the payment was not sufficient to bring the
borrowers' loan current, so the payment was returned to the borrowers.

2. Mortgage Electronic Registration Systems, Inc. was created so that
companies buying mortgage loans would not have to pay recording fees to registers of
deeds (and similar officers) associated with recording mortgage assignments.

RESPONSE: Denied.

3. The Plaintiff relies on the attached document, labeled Exhibit A, for its
claim that the loan subject of this case was assigned to it.

RESPONSE: Denied.

McANGUS, GOUDELOCK & COURIE, LLP

By: 

Thomas E. Lydon
1320 Main Street, 10th Floor
Post Office Box 12519
Columbia, South Carolina 29211
(803) 779-2300

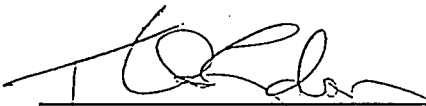
December 14, 2011

Attorneys for Wells Fargo Bank, N.A.

CERTIFICATE OF SERVICE

I hereby certify that I have this 14th day of December, 2011, served a copy of Plaintiff's Responses to Defendants' First Set of Requests to by mailing a copy of same, postage prepaid, in the United States mail, with sufficient postage affixed as follows:

Andrew S. Radeker, Esquire
Harrison & Radeker, P.A.
Post Office Box 50143
Columbia, SC 29250


Thomas E. Lydon

COPY

STATE OF SOUTH CAROLINA

FILED

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

2013 MAY 13

A 9: 23

Case No. 2011-CP-32-3461

Wells Fargo Bank, N.A.,

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Plaintiff,

AFFIDAVIT OF THOMAS J. MOORE

vs.

Gisela B. Moore; Thomas J. Moore a/k/a
Tom J. Moore; John Moore;

Defendants.

Personally appeared before me Thomas J. Moore, who, first being duly sworn, deposes and says as follows:

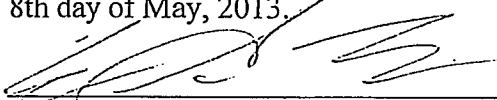
1. My name is Thomas J. Moore. I have personal knowledge of the facts set forth in this affidavit and am competent to testify about them.
2. I got this refinance loan for my mother Gisela B. Moore, my brother John Moore, and me through a company called American Mortgage Network and a man named James Moore (no relation). The actions and words of James Moore and the lender led me to believe James Moore was working on behalf of and speaking for the lender making the loan.
3. One of the reasons we got this loan was to keep the house on this property in the family, in light of my mother's advancing age and deteriorating health. Our plan was always for my brother John to live in the house and make the mortgage payments. James Moore knew that throughout this process.
4. Knowing that, James Moore and the lender still gave me a projection of the upcoming property taxes for this property based on the owner-occupied rate. (This is and was always planned to be a loan with the taxes escrowed into the mortgage payments.) I know now, but did not know then, that Lexington County takes the position that John would have to have been deeded a title interest in this property in order for the property to be taxed at the owner-occupied rate.
5. If I had not been led to believe by the lender's tax projection that the property would be taxed at the owner-occupied tax rate and instead learned the truth, we would have arranged for my brother John to be deeded a title interest in this property.

6. As shown by Exhibit A to this affidavit, the property taxes on this property increased to the non-owner-occupied rate for 2009. My brother John had trouble making the mortgage payments, which increased because of the escrow by about \$150.00 to \$200.00 a month, up to around \$800.00 a month.
7. We figured out the problem and deeded a title interest in the property to my brother, but I guess it was too late for the taxes to go down that year.
8. As shown by Exhibit B to this affidavit, the property taxes for 2010 went down to the owner-occupied rate, but Wells Fargo continued to send bills for payments at the increased escrow rate.
9. Thinking that this would pay off any escrow shortfall, I sent Wells Fargo a check for \$1,675.91 (the amount shown for taxes on Wells Fargo's letter attached to this affidavit as Exhibit C). Wells Fargo took that money, but that did not change the payment amounts, and I did not ever see where they credited it to this account.
10. I inquired about a modification for this loan and got a letter about that from Wells Fargo, which is attached as Exhibit D to this affidavit. Up to the time that this foreclosure case was brought, I worked with Wells Fargo to send them the documentation they said they needed to process me for a modification, but they never provided us with modification paperwork or a trial period plan.
11. My mother, Gisela Moore, passed away May 8, 2012, a year ago today. She did not have a will when she died. A copy of her obituary, which is accurate, is attached as Exhibit B to this affidavit.

FURTHER AFFIANT SAYETH NOT.


Thomas J. Moore

SWORN to before me this
8th day of May, 2013.

 (L.S.)

Notary Public for South Carolina

My Commission Expires: 5/21/2017

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year			
Classification	Acres/Lots	Market Value	X Ratio	= Assessment	Acres/Lots	Market Value	X Ratio	= Assessment
Owner Occupied		0		0	1	109,550	.04	4,380
Other Property	1	109,550	.06	6,570		0		0
Market Value Ag.		0		0		0		0
Use Ag.		0		0		0		0

Owner Name: MOORE GISELA B & THOMAS J
Mailing Address: 583 RAINBOW CIR
December 31, 2008 Owner: MOORE, GISELA B & THOMAS J
Legal Description: WESTWOOD LOT 54
Legal Description Cont: 583 RAINBOW CIR
Property Location: 583 RAINBOW CIR

Bill Number: 2009-087490-108
TMS Number: 005624-03-021
Tax Year: 2009
Tax District: School District Two
Property Type: Real Estate
Legal Residence: No

Current Tax Year						Previous Tax Year					
2009 Assessment: 6,570		Homestead Assessment: 0		Tax Relief: 0		2008 Assessment: 4,380		H/S: 2000		Tax Relief: 0	
Taxing Agency	2009 Millage	2009 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2008 Millage	2008 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 2 Operations	148.850	977.84	0.00	-35.14	942.80	148.850	651.96	0.00	0.00	651.96	
School Tax Credit	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	-651.96	-651.96	
School 2 Bonds	29.750	195.46	0.00	-195.46	0.00	29.750	130.31	-59.50	-70.81	0.00	
Subtotal School	178.600	1,173.40	0.00	-230.60	942.80	178.600	782.27	-59.50	-722.77	0.00	
Percent Of Total Bill	61.55%				56.26%	61.31%				0.00%	
COUNTY											
County Ordinary	22.202	145.87	0.00	0.00	145.87	21.814	95.55	-43.63	-34.62	17.30	
Law Enforcement	30.958	203.39	0.00	0.00	203.39	30.958	135.60	-61.92	-49.14	24.54	
Fire Service Operation	14.678	96.43	0.00	0.00	96.43	14.678	64.29	-29.36	-23.29	11.64	
Indigent Care	0.904	5.94	0.00	0.00	5.94	1.243	5.44	-2.48	-1.97	0.99	
Library Operations	6.330	41.59	0.00	0.00	41.59	6.330	27.73	-12.66	-10.05	5.02	
Solid Waste	8.040	52.82	0.00	0.00	52.82	8.040	35.22	-16.08	-12.76	6.36	
County Notes & Bonds	3.000	19.71	0.00	0.00	19.71	4.460	19.53	-8.92	-7.08	3.53	
Fire Service Bonds	0.200	1.31	0.00	0.00	1.31	0.458	2.01	-0.92	-0.73	0.36	
Library Bonds	0.800	5.26	0.00	0.00	5.26	1.086	4.76	-2.17	-1.73	0.66	
Capital Escrow	2.004	13.17	0.00	0.00	13.17	0.000	0.00	0.00	0.00	0.00	
Subtotal County	89.116	585.49	0.00	0.00	585.49	89.067	390.13	-178.14	-141.37	70.62	
Percent Of Total Bill	30.71%				34.94%	30.58%				79.05%	
AGENCY											
Rec & Aging Comm Ops	12.499	82.12	0.00	0.00	82.12	12.499	54.75	-25.00	-19.84	9.91	
Rec & Aging Comm Bonds	3.100	20.37	0.00	0.00	20.37	4.100	17.96	-8.20	-6.51	3.25	
Midland Tech Operation	3.023	19.86	0.00	0.00	19.86	3.023	13.24	-6.05	-4.79	2.40	
Midland Tech Capital	1.429	9.39	0.00	0.00	9.39	1.429	6.26	-2.86	-2.27	1.13	
Riverbank Park Bonds	0.700	4.60	0.00	0.00	4.60	0.800	3.50	-1.60	-1.27	0.63	
Riverbank Park Oper.	1.088	7.15	0.00	0.00	7.15	1.088	4.77	-2.18	-1.73	0.86	
Mental Health	0.629	4.13	0.00	0.00	4.13	0.678	2.97	-1.36	-1.07	0.54	
Subtotal Agency	22.468	147.62	0.00	0.00	147.62	23.617	103.45	-47.25	-37.48	18.72	
Percent Of Total Bill	7.74%				8.80%	8.11%				20.95%	
BILLING TOTALS	290.184	1,906.51	0.00	-230.60	1,675.91	291.284	1,275.85	-284.89	-901.62	89.34	

A mortgage company and/or tax service has requested and been provided with your property tax information.

If this is your full time legal residence, you may qualify for property tax relief. For more information, contact the Assessor's Office at (803) 785-8190.

If you are over age 65, 100% disabled, or legally blind, and this is your full time legal residence, you may qualify for Homestead Tax Exemption. For more information, call the County Auditor's Office at (803) 785-8448 or visit the Auditor's web page at www.lex-co.com/auditor.

Discover, MasterCard, and Visa accepted for online payment on Lexington County's Web Site www.lex-co.com. Credit card payments cannot be made by mail, at the counter, or by phone.

Detach Here

Detach Here

COUNTY OF LEXINGTON, SOUTH CAROLINA

Bill Number 2009-087490-108

OFFICIAL RECEIPT UPON VALIDATION

Pay This Amount

TMS #: 005624-03-021
Type: Real Estate
Tax Year: 2009
District: School District Two
Description: WESTWOOD LOT 54
Description Cont:
Land: 1,080
Improvement: 5,490
Total Assessment: 6,570
H/S: No

Due Date for Payment: 01/15/2010	1,675.91
3% Penalty from 01/16/2010 Thru 02/01/2010	1,726.19
10% Penalty from 02/02/2010 Thru 03/16/2010	1,843.50
15% Penalty & Cost from 03/17/2010 Thru 04/30/2010	1,932.30
Additional Execution Cost After 04/30/2010	1,947.30
Additional Execution Cost After 07/31/2010	1,972.30

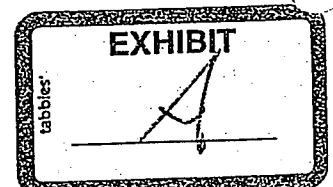
Return this portion with payment and make checks payable to: County of Lexington

☐ Please check here if address change is made on back.

MOORE GISELA B & THOMAS J
583 RAINBOW CIR

Record on Appeal 104⁴⁴¹¹

0908749010800001675911001150000172619100201000018435010031600001932306



COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year			
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment
Owner Occupied	1	111,940	.04	4,480		0		0
Other Property		0		0	1	109,550	.06	6,570
Taxable Value Ag.		0		0		0		0
Use Value Ag.		0		0		0		0

Owner Name-----: MOORE GISELA B THOMAS J. & JOHN
Mailing Address-----: 583 RAINBOW CIR
December 31, 2009 Owner: MOORE, GISELA B & THOMAS J
Legal Description-----: WESTWOOD LOT 54
Legal Description Cont-----:
Property Location-----: 583 RAINBOW CIR

Bill Number-----: 2010-123926-109
TMS Number-----: 005624-03-021
Tax Year-----: 2010
Tax District-----: School District Two
Property Type-----: Real Estate
Legal Residence-----: Yes

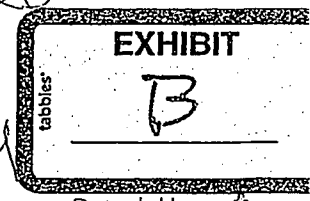
Current Tax Year						Previous Tax Year					
2010 Assessment: 4,480		Homestead Assessment: 0		Tax Relief: 0		2009 Assessment: 6,570		H/S: 0		Tax Relief: 0	
Taxing Agency	2010 Millage	2010 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2009 Millage	2009 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 2 Operations	146.460	656.14	0.00	0.00	656.14	148.850	977.94	0.00	-35.14	942.80	
School Tax Credit	0.000	0.00	0.00	-656.14	-656.14	0.000	0.00	0.00	0.00	0.00	
School 2 Bonds	29.750	133.28	0.00	-133.28	0.00	29.750	195.45	0.00	-195.46	0.00	
Subtotal School	176.210	789.42	0.00	-789.42	0.00	178.600	1,173.40	0.00	-230.60	942.80	
Percent Of Total Bill	62.00%				0.00%	61.55%				56.26%	
COUNTY											
County Ordinary	21.939	98.29	0.00	-18.89	79.40	22.202	145.87	0.00	0.00	145.87	
Law Enforcement	29.889	133.90	0.00	-25.72	108.18	30.958	203.39	0.00	0.00	203.39	
Fire Service Operation	15.489	69.39	0.00	-13.33	56.06	14.678	96.43	0.00	0.00	96.43	
Indigent Care	0.873	3.91	0.00	-0.75	3.16	0.904	5.94	0.00	0.00	5.94	
Library Operations	6.111	27.38	0.00	-5.26	22.12	6.330	41.59	0.00	0.00	41.59	
Solid Waste	7.762	34.77	0.00	-6.68	28.09	8.040	52.82	0.00	0.00	52.82	
County Notes & Bonds	2.800	12.54	0.00	-2.41	10.13	3.000	19.71	0.00	0.00	19.71	
Fire Service Bonds	0.050	0.22	0.00	-0.04	0.18	0.200	1.31	0.00	0.00	1.31	
Library Bonds	0.800	3.58	0.00	-0.69	2.89	0.800	5.26	0.00	0.00	5.26	
Capital Escrow	0.254	1.14	0.00	-0.22	0.92	2.004	13.17	0.00	0.00	13.17	
Subtotal County	85.967	385.12	0.00	-73.99	311.13	89.116	585.49	0.00	0.00	585.49	
Percent Of Total Bill	30.25%				79.61%	30.71%				34.94%	
AGENCY											
Rec & Aging Comm Ops	12.116	54.28	0.00	-10.43	43.85	12.499	82.12	0.00	0.00	82.12	
Rec & Aging Comm Bonds	3.319	14.87	0.00	-2.86	12.01	3.100	20.37	0.00	0.00	20.37	
Midland Tech Operation	2.922	13.09	0.00	-2.52	10.57	3.023	19.86	0.00	0.00	19.86	
Midland Tech Capital	1.381	6.19	0.00	-1.19	5.00	1.429	9.39	0.00	0.00	9.39	
Riverbank Park Bonds	0.700	3.14	0.00	-0.60	2.54	0.700	4.60	0.00	0.00	4.60	
Riverbank Park Oper.	1.075	4.82	0.00	-0.93	3.89	1.088	7.15	0.00	0.00	7.15	
Mental Health	0.500	2.24	0.00	-0.43	1.81	0.629	4.13	0.00	0.00	4.13	
Subtotal Agency	22.013	98.63	0.00	-18.96	79.67	22.468	147.62	0.00	0.00	147.62	
Percent Of Total Bill	7.75%				20.39%	7.74%				8.80%	
BILLING TOTALS											
	284.190	1,273.17	0.00	-882.37	390.80	290.184	1,906.51	0.00	-230.60	1,675.91	

A mortgage company and/or tax service has requested and been provided with your property tax information.

If you are over age 65, 100% disabled, or legally blind, and this is your full time legal residence, you may qualify for Homestead Tax Exemption. For more information, call the County Auditor's Office at (803) 785-8448 or visit the Auditor's web page at www.lex-co.com/auditor.

Discover, MasterCard, and Visa accepted for online payment on Lexington County's Web Site www.lex-co.com. Credit card payments cannot be made by mail, at the counter, or by phone.

Property Taxes
583 Rainbow Circle
Lexington, SC
Year 2010
1-18-5



Detach Here

Detach Here

LEADING AGENCY	Millage	Taxes	Exempt	Credits	Taxes	Millage	Taxes	Exempt	Credits	Taxes
SCHOOL										
School 2 Operations	146.460	656.14	0.00	0.00	656.14	146.850	977.94	0.00	-35.14	942.80
School Tax Credit	0.000	0.00	0.00	-656.14	-656.14	0.000	0.00	0.00	0.00	0.00
School 2 Bonds	29.750	133.28	0.00	-133.28	0.00	29.750	195.46	0.00	-195.46	0.00
Subtotal School	176.210	789.42	0.00	-789.42	0.00	178.600	1,173.40	0.00	-230.60	942.80
Percent Of Total Bill	62.00%				0.00%	61.55%				56.26%
COUNTY										
County Ordinary	21.939	99.29	0.00	-18.89	79.40	22.202	145.87	0.00	0.00	145.87
Law Enforcement	29.889	133.90	0.00	-25.72	108.18	30.958	203.39	0.00	0.00	203.39
Fire Service Operation	15.489	69.39	0.00	-13.33	56.06	14.678	96.43	0.00	0.00	96.43
Indigent Care	0.873	3.91	0.00	-0.75	3.16	0.904	5.94	0.00	0.00	5.94
Library Operations	6.111	27.38	0.00	-5.26	22.12	6.330	41.59	0.00	0.00	41.59
Solid Waste	7.762	34.77	0.00	-6.68	28.09	8.040	52.82	0.00	0.00	52.82
County Notes & Bonds	2.800	12.54	0.00	-2.41	10.13	3.000	19.71	0.00	0.00	19.71
Fire Service Bonds	0.050	0.22	0.00	-0.04	0.18	0.200	1.31	0.00	0.00	1.31
Library Bonds	0.800	3.56	0.00	-0.69	2.89	0.800	5.26	0.00	0.00	5.26
Capital Escrow	0.254	1.14	0.00	-0.22	0.92	2.004	13.17	0.00	0.00	13.17
Subtotal County	85.967	385.12	0.00	-73.99	311.13	89.116	585.49	0.00	0.00	585.49
Percent Of Total Bill	30.25%				79.61%	30.71%				34.94%
AGENCY										
Rec & Aging Comm Ops	12.116	54.28	0.00	-10.43	43.85	12.499	82.12	0.00	0.00	82.12
Rec & Aging Comm Bonds	3.319	14.87	0.00	-2.86	12.01	3.100	20.37	0.00	0.00	20.37
Midland Tech Operation	2.922	13.09	0.00	-2.52	10.57	3.023	19.86	0.00	0.00	19.86
Midland Tech Capital	1.381	6.19	0.00	-1.19	5.00	1.429	9.39	0.00	0.00	9.39
Riverbank Park Bonds	0.700	3.14	0.00	-0.60	2.54	0.700	4.60	0.00	0.00	4.60
Riverbank Park Oper.	1.075	4.82	0.00	-0.93	3.89	1.088	7.15	0.00	0.00	7.15
Mental Health	0.500	2.24	0.00	-0.43	1.81	0.629	4.13	0.00	0.00	4.13
Subtotal Agency	22.013	98.63	0.00	-18.96	79.67	22.468	147.62	0.00	0.00	147.62
Percent Of Total Bill	7.75%				20.39%	7.74%				8.80%
BILLING TOTALS	284.190	1,273.17	0.00	-882.37	390.80	290.184	1,906.51	0.00	-230.60	1,675.91

A mortgage company and/or tax service has requested and been provided with your property tax information.

If you are over age 65, 100% disabled, or legally blind, and this is your full time legal residence, you may qualify for Homestead Tax Exemption. For more information, call the County Auditor's Office at (803) 785-8448 or visit the Auditor's web page at www.lex-co.com/auditor.

Discover, MasterCard, and Visa accepted for online payment on Lexington County's Web Site www.lex-co.com. Credit card payments cannot be made by mail, at the counter, or by phone.

Detach Here

Detach Here

COUNTY OF LEXINGTON, SOUTH CAROLINA

Bill Number 2010-123926-109

OFFICIAL RECEIPT UPON VALIDATION

Pay This Amount

TMS #: 005624-03-021
 Type: Real Estate
 Tax Year: 2010
 District: School District Two
 Description: WESTWOOD LOT 54
 Description Cont:
 Land: 720
 Improvement: 3,760
 Total Assessment: 4,480
 L/R: Yes H/S: No

Due Date for Payment: 01/18/2011	390.80
3% Penalty from 01/19/2011 Thru 02/01/2011	402.52
10% Penalty from 02/02/2011 Thru 03/16/2011	429.88
15% Penalty & Cost from 03/17/2011 Thru 04/30/2011	454.42
Additional Execution Cost After 04/30/2011	464.42
Additional Execution Cost After 07/31/2011	489.42

Return this portion with payment and make checks payable to: County of Lexington



MOORE GISELA B THOMAS J & JOHN
 583 RAINBOW CIR
 WEST COLUMBIA SC 29170-4411

☐ Please check here if address change is made on back.

Record on Appeal 106

1012392610900000390801101180000040252110201000004298811031600000454426

WELLS FARGO HOME MORTGAGE
PO Box 14547
Des Moines, IA 50306-3547

ESCROW DISCLOSURE STATEMENT
AND NOTICE OF NEW MORTGAGE PAYMENT

Customer Service: (800) 340-0473
TTY Deaf/Hard of Hearing: (800) 934-9998

Customer Service Hours:
Mon-Fri 6am to 10pm
Saturday 8am to 2pm
Central Time

037320
GISELA B MOORE
THOMAS J MOORE
583 RAINBOW CIR
WEST COLUMBIA SC 29170-4411

Loan Number: 0209639707

Disclosure Statement Date: 07/06/10
Next Monthly Payment Due: 07/01/10

Client#: 708

New Payment Effective Date: 09/01/10		Each year Wells Fargo Home Mortgage reviews your escrow account to determine if the current monthly payment amounts are sufficient to cover your projected property taxes and/or insurance premiums. Increases or decreases in your annual tax and/or insurance amounts may cause your monthly mortgage payment to change. Your monthly mortgage payment may also change if your loan totals include an adjustable rate feature or buydown assistance.	
Current Monthly Payment	New Monthly Payment		
Principal &/or Interest	583.74	583.74	
Escrow	222.08	222.08	
Prorated Shortage		20.55	
Total Payment	\$805.82	\$826.37	

If you are enrolled in one of our automated payment programs, the draft(s) for your 09/01/2010 payment will be updated to accommodate the new amount. If your payments are remitted on your behalf by another provider, please notify them of the change in payment.

Low Point Summary

*Your Allowable Low Point is the amount allowed by the Real Estate Settlement Procedures Act (RESPA), your mortgage loan documents, or by state law, if applicable. (excludes Mortgage Ins)

Projected Low Point	Allowable Low Point	Escrow Shortage	(Divided by 12 Months)
197.58	(-) 444.16	(=) \$246.58	20.55

Anticipated Escrow Disbursements

It is estimated that the following amounts will be paid from your escrow account:

Item	Amount
COUNTY TAX	1,675.91
HAZARD INS	989.00
Total Disbursement(s):	\$2,664.91

Monthly Escrow Deposit: \$222.08

Your Monthly Deposit was calculated by dividing the Total Disbursement(s) by 12.

Escrow Account Projection for the Coming Year

Month	Payments To Escrow	Payments From Escrow	Description	Escrow Balance Comparison
SEP/10	222.08		Beginning Balance	985.17
SEP/10	222.08			1,207.25
OCT/10	222.08			1,429.33
NOV/10	222.08			1,651.41
DEC/10	222.08	1,675.91	COUNTY TAXES	197.58
JAN/11	222.08			419.66
FEB/11	222.08			641.74
MAR/11	222.08			863.82
APR/11	222.08			1,085.90
MAY/11	222.08			1,307.98
JUN/11	222.08	989.00	HAZARD INS	541.06
JUL/11	222.08			763.14
AUG/11	222.08			985.22
Total	2,664.96	2,664.91		

*Allowable Low Point Balance

These calculations indicate the projected escrow balance will be less than the allowable low point. The resulting shortage is \$246.58. If you choose to pay your shortage in full, your new monthly payment will be \$805.82.

When you send in a check to make your payment, Wells Fargo Bank, N.A. may clear the check electronically. Receipt of your check at the address listed on your payment coupon will authorize us to process your payment as an electronic debit to the checking account on which the check was written.

Your escrow account history is located on the back.

SHORTAGE PAYMENT COUPON

Note: Due to changes in your taxes and insurance, your mortgage payment may increase even if your shortage is paid in full.

GISELA B MOORE
THOMAS J MOORE
583 RAINBOW CIR
WEST COLUMBIA SC 29170-4411

Your escrow disclosure indicates a shortage of \$246.58. For your convenience, we have spread this amount over 12 months and included it in your new monthly payment. However, you may choose to pay it in full and reduce your monthly payment to \$805.82. If you choose to pay this shortage in full now, please detach this coupon and mail it along with your check to the address that appears on this coupon.

Please do not include this remittance with your monthly mortgage payment.

Payment of escrow shortage: \$246.58

New payment if escrow shortage is paid: \$805.82

WELLS FARGO HOME MORTGAGE
P.O. BOX 660455
DALLAS TX 75266-0455



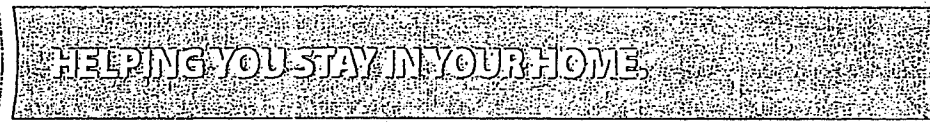
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708 0209639707 4 10 02 00080582 00080582 00105240 00024658 5

ESCROW ACCOUNT HISTORY

This is a review of the activity in your escrow account. It also compares our projections from your last review with the actual payments we made from your account.
An asterisk (*) indicates where a difference exists between your projected and actual account activity. The letter E beside an amount indicates that the payment or disbursement has not yet occurred, but is estimated to occur as shown. Payments are shown in the month received and not their month due. Please save this statement for comparison to your next analysis. Please direct any questions to Customer Service at (800) 340-0473.

Month	Payments to Escrow Account		Projected	Payments from Escrow Account		Escrow Account Balance	
	Projected	Actual		Description	Actual	Projected	Actual
MAR/10	Beginning Balance						
MAR/10	222.08	89.87 *	0.00		0.00	888.27	906.11
APR/10	222.08	0.00 *	0.00		0.00	1,110.35	995.98
MAY/10	222.08	222.08	0.00		0.00	1,332.43	995.98
JUN/10	222.08	311.95 *	989.00	HAZARD INS	0.00 *	1,554.51	1,218.06
JUL/10	222.08	222.08 E	0.00	HAZARD INS	989.00 E	787.59	1,530.01
AUG/10	222.08	222.08 E	0.00		0.00 E	1,009.67	763.09
SEP/10	222.08	0.00 *	0.00		0.00	1,231.75	985.17
OCT/10	222.08	0.00 *	0.00		0.00	1,453.83	0.00
NOV/10	222.08	0.00 *	0.00		0.00	1,675.91	0.00
DEC/10	222.08	0.00 *	1,675.91	COUNTY TAXES	0.00 *	1,897.99	0.00
JAN/11	222.08	0.00 *	0.00		0.00	444.16	0.00
FEB/11	222.08	0.00 *	0.00		0.00	666.24	0.00
					0.00	888.32	0.00



*You may be able to make your payments more affordable.
Act now to get the help you need!*

May 20, 2010

Gisela B. Moore
Thomas J. Moore
583 Rainbow Cir.
West Columbia, SC 29170-4411

Dear Gisela B. Moore and Thomas J. Moore,

There is help available if you are having difficulty making your mortgage loan payments. You may be eligible for the Home Affordable Modification program, part of the initiative announced by President Obama to help homeowners.

As your mortgage loan servicer, we will work with you in an effort to make your mortgage payment affordable. You will not pay any fees to take advantage of this opportunity to modify your mortgage loan payment and keep your home. Now is the time to act. We are ready to help you.

Here's how it works: We will first determine if you are eligible based on your situation. If you are eligible, we will look at your monthly income and housing costs, including any past due payments, and then determine an affordable mortgage payment.

At first, you will make new, affordable monthly payments on your mortgage loan during a trial period. If you make those payments successfully and fulfill all trial period conditions, we will permanently modify your mortgage loan.

The modification may involve some or all of the following changes to your mortgage loan:

1) Bringing your account current; 2) Reducing the interest rate on your loan; 3) Extending the term of the loan, and/or 4) delaying your repayment of a portion of the mortgage principal until the end of the loan term.



GATHER THE INFO WE NEED TO HELP YOU

To take advantage of this opportunity and the Home Affordable Modification program, contact us as soon as possible. To help speed the process it will be helpful if you have the following information when you call:

- Loan number
- Monthly pre-tax income of each borrower
- Information about any financial hardship you are suffering

If you do not qualify for a loan modification under this program, or do not want to stay in your home, we will work with you to explore other options available to help you keep your home or ease your transition to a new home.

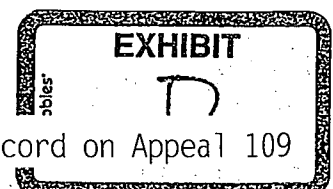


CONTACT US

We want to make modifying your mortgage loan as easy as possible. However, you must take the first step by contacting us at (800) 416-1472, Monday through Thursday 8:00 AM to 10:00 PM, Friday 8:00 AM to 8:30 PM, and Saturday 8:00 AM to 2:00 PM Central Time. You may also write to us at the address at the bottom of this letter. Be sure to include the information listed above.

Sincerely,

Wells Fargo Home Mortgage
1000 Blue Gention Rd Ste 300
Mac Code X9999-01N
Eagan, MN. 55121



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The Making Home Affordable program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, Freddie Mac (the owner of your loan), your servicer and the Federal Government are working to offer you options to help you stay in your home.

IMPORTANT NOTICE

We want to help you avoid foreclosure scams.

Beware of Foreclosure Rescue Scams. Help is real!

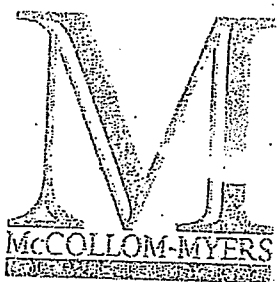
- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
 - o For a HUD-approved counselor, visit <http://www.hud.gov/offices/hsg/sfh/hcc/fo/>
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

Wells Fargo Home Mortgage is required by The Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, Wells Fargo Home Mortgage will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

With respect to those loans located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

by heir; 23 grandchildren; 22 great-grandchildren; and a host of other loving relatives and friends.

McCollom-Myers.com



William Jennings "Bill" Lane Jr.

MOREHEAD CITY, N.C. — William "Bill" Jennings Lane, Jr., 69, of Morehead City, NC died at Harborview Health Care Center, Morehead City, NC on May 4, 2012.

Mr. Lane is survived by Sandra Zawalich Quick of Morehead City; his sisters, Betsy Lane Cochrane of Advance, NC, Julia Lane Bolger of Midlothian, VA; his niece, Lisa Cochrane Ling; and nephews, Craig Cochrane and Sean Bolger. He is also survived by Shannon Cunningham Askins, the daughter of his deceased wife, Kristy Harkey Lane; and Ms. Askins daughters, Katelin and Reese.

He was preceded in death by his father, William Jennings Lane and his mother, Bobbie Campbell Lane.

Mr. Lane was born in Asheboro, NC. He graduated from Asheboro High School and NC State University where he was a member of Sigma Nu fraternity and received a BS degree in Mechanical Engineering. He lived and worked in Chapin, SC, as Account Manager for Heat Transfer Sales of Greensboro, NC.

Since retiring, he and Ms. Quick have been together in Morehead City where they have received tremendous support in his struggle with brain cancer from the Raab Clinic in Morehead City and from Duke University Medical Center.

His intense love for his friends and his family and the beauty of his dance will be remembered forever.

A memorial service will be held at St. Thomas Episcopal Church in Sanford, NC, on Tuesday May 15, 2012 at 11:00 AM.

Memorial contributions may be made to The Preston Robert Tisch Brain Tumor Center at Duke, DUMC Box 3624, Durham, NC 27710 and to Hospice

Mib was a lifetime gardener, an advocate for the environment, and worked tirelessly to improve the quality of life of Waynesville residents.

She was an active member of the Richland Creek Greenway Commission, a founder of the Downtown Waynesville Association, a mayoral appointee to the Waynesville Appearance Commission, and with her husband Phil - the designers, installers, and maintainers of the grounds of the Haywood County Public Library.

In 1988, she was one of the first North Carolina residents to be selected by the North Carolina Department of Natural Resources and Governor Jim Martin to receive the "Main Street Leadership Award" in recognition for her leadership and commitment to downtown revitalization.

Mib is survived by her husband Phil of 61 years; a daughter, Philan; a son, Houck; a daughter-in-law, Kathy; and a brother-in-law, Al Cline of Canton.

She had been a lifetime member of the Resurrection Lutheran Church of Cameron, SC and the First Methodist Church of Waynesville, NC.

Graveside services will be held for Mib at the Mt. Lebanon Cemetery in Cameron, SC at 1:00 p.m. Monday, May 14, 2012. A memorial service will be held at a later date in the Town of Waynesville.

Memorials may be made to the Mib and Phil Medford Endowment Fund at the Community Foundation of Western North Carolina, P.O. Box 1888, Asheville, NC 28802.

Gisela Baars Moore



WEST COLUMBIA - Gisela Baars Moore, born November 27, 1927, passed away Tuesday May 8, 2012. The daughter of the late Rudolf and Anna Baars, she was raised in Berlin, Germany. She

was a lifetime gardener, faithful servant. You have fought the good fight, you have finished the race and you have kept the faith." - 2 Timothy 4:7

Family and friends may sign the on-line guest book at: www.thompsonsfuneral.com

George Theodore "Ted" Parker

COLUMBIA — Memorial service for George Theodore "Ted" Parker, 88, will be held at 4:00 p.m. Saturday, May 12, 2012, at Dunbar Funeral Home, Devin Street Chapel. The family will receive friends from 3-4:00 p.m. at the funeral home.

Mr. Parker died Wednesday May 9, 2012. Born in Lenox City, Tenn., he was a son of the late William Clyde and Elizabeth Ann Price Parker. A U.S. Army veteran of World War II, he graduated from Elon College in 1949 where he played football. He worked for Guardian IPCI as a salesman of water treatment chemicals. After retirement, he worked for H. Rubi Vision Center.

Surviving are his daughter Caroline Hubbard of Columbia, son, George T. "Ted" Parker J (Renee) of Hiwassee, Ga; grandchildren, Kathryn Elizabeth Harmon, Matthew Parker Hubbard, Ashli Parker-Benedic; great-grandchild, Ashton Parker Carroll. He was predeceased by his wife, Kathryn Gross Parker and a brother, Wallace Parker.

Memorials may be made to Alzheimer's Association, 290 Sunset Blvd., Suite 102, We Columbia, SC 29169.

Please sign online guestbook at www.dunbarfunerals.com.

Dorothy King Spires

FINE RIDGE — Funeral service for Dorothy King Spires, 79, will be held at 10:00 a.m. Saturday May 12, 2012 at Caughman Harman Funeral Home, We Columbia Chapel with interment in Southland Memorial Garden. The family will receive friends from 4:00 p.m. to 6:00 p.m. Friday, May 11, 2012 at the funeral home chapel.

Mrs. Spires was born April 19, 1933 in Lexington County and passed away on Tuesday May 8, 2012. She was a daughter of the late Burton King and Violet Sharpe.

Mrs. Spires is survived by her children, Tim Lee of Sparta, Carolyn Roberson of Lexington and Judy Jenkins of We Columbia. She was predeceased by her husband, Jesse Spire and son, Robert Lee.

Memorials may be made to Memorial King Spire

EXHIBIT

OBITUARIES/METRO

WWW.T

Bonnie R.

"Frankie" Boone

SUMTER — Bonnie R. "Frankie" Boone was born November 8, 1948 to the late Walter and Essie Boone in Lee County. She departed this life on May 6, 2012 at Tuomey Regional Medical Center.

She was a strong, devoted and loving mother. She openly spoke to mind to everyone she loved. She was a faithful and dedicated employee of Air Filter Service for twenty-two years.

She is survived by four sons, Jeffrey J. (Maria) Boone, Michael Boone, Mitchell (Charity) Boone, Kevin Boone, all of Sumter, SC; two daughters, Tammie M. Boone of Sumter, and Nicole R. Boone of Simpsonville, SC; eight grandchildren, Brisha, Felecia, David, Joshua, Knia, Snia, Mya and Michelle; four brothers, Walter (Mattie) Boone Jr. of Sumter, William (Fannie) Boone of Clewiston, FL, Roger Boone of Raleigh, NC and Coell Boone of Moorehaven, FL; three sisters, Mary T. Douglas, Barbara Wilson of Sumter, and Evelynia Johnson of Pompano Beach, FL; many nieces, nephews, other relatives and friends.

Public viewing will be held Thursday, May 10, 2012 from 2-6 p.m. at Job's Mortuary, 312 S. Main St.

Mrs. Boone will be placed in the church on Friday, May 11, 2012 at 10:00 a.m. for viewing until the hour of service.

Funeral service will be Friday, May 11 at 11:00 a.m. at Salein Chapel & Heritage Center, 101 S. Salein, Sumter, SC. Rev. Calvin B. Washington, Pastor officiating. Interment will be in the New Haven United Methodist Cemetery.

Job's Mortuary, Inc., 312 South Main Street, Sumter, SC is in charge of arrangements.

Online memorials may be sent to the family at jobsmortuary.com or visit us on the web at www.jobsmortuary.net.

Eugene Keitt

COLUMBIA — Funeral services for Mr. Eugene Keitt, 73, will be held 3:00 p.m. Saturday (viewing at 2:00 p.m.) in Rehoboth United Church of Jesus Christ, 3420 North Beltline Blvd. with burial in Promised Land Cemetery. Viewing will be held today beginning at 12:00 p.m. in McCollom-Myers Mortuary, 5003 Rhett Street.

Surviving are his wife, Carolyn Marie Keitt; sons, Matthew (Sandra) Roseborough, Jason and Eugene Keitt, Jr.; daughters, Debbie (Elbert) Wallace, Bobbie, Betty and Beulah Keitt, and Dorothy (Gary) Brown; brother, Jackie (Tiller) Keitt and Hubert Clay Keitt; sisters, Pearl Mae Harris, Rosa Lee Green and Ruby Keitt; 23 grandchildren; 22 great-grandchildren; and a host of other loving relatives and friends.

McCollom-Myers.com

of Carteret County, PO Drawer 1619 Morehead City, NC 28557. Arrangements are by Kahlert Funerals and Cremations, Maysville, NC.

Robert L. Lee

PINE RIDGE — Funeral services for Robert L. Lee, 57, will be held at 10:00 a.m. Saturday, May 12, 2012 at Caughman-Harman Funeral Home, West Columbia Chapel with interment in Southland Memorial Gardens. The family will receive friends from 4:00 p.m. to 6:00 p.m. Friday, May 11, 2012 at the funeral home chapel.

Mr. Lee was born February 16, 1955 in Lexington County and passed away on Tuesday, May 8, 2012. He was a son of the late Jesse and Dorothy Spires.

Mr. Lee is survived by his brother, Tim Lee of Spartanburg and sisters, Carolyn Roberson of Lexington and Judy Jenkins of West Columbia. Memorials may be made to: Memorial Fund for Dorothy King Spires and Robert Lee at First Citizens, 3967 Platt Springs Road, West Columbia, SC 29170.

www.caughmanharmanfuneralhome.net
CAUGHMAN-HARMAN
FUNERAL HOME
WEST COLUMBIA CHAPEL

820 W. Dunbar Road
West Columbia, SC 29170
(803) 755-1527

Ruby Ford

Vickers McKay

COLUMBIA — Ruby Ford Vickers McKay, 83, of Columbia, died Wednesday, May 9, 2012. Born in Columbia on July 11, 1928, she was a daughter of the late Levi Wallace and Jessie Baughman. Mrs. McKay was a longtime member of Royal Pines Holiness Church.

Survivors include her daughters, Loretta (Billy) Rawls, Debbie (Keith) Birdsell; sons, Donald (Edna) Ford, Larry (Laura) Ford, Stanley (Vickie) Ford, Roger (Arlene) Ford and many grandchildren.

The funeral service for Mrs. McKay will be held at 12 o'clock, Saturday, May 12, 2012 at Royal Pines Church, with the Rev. Nancy Brazell and Pastor Walter Parham officiating. The family will receive friends 1 hour prior to the service beginning at 11 o'clock at the church.

ShivesFuneralHome.com
803.754.6290

Mildred "Mib" Medford

WAYNESVILLE, N.C. — Mildred "Mib" Medford, 85, passed away Thursday, May 10, 2012 after a brief illness. A native of Cameron, SC, she was the daughter of the late Bernard and Vera Houck. In addition to her parents, she was preceded in death by her brother, Louis.

Mib was a lifetime gardener, an advocate for the environment, and worked tirelessly to improve the quality of life of Waynesville residents.

She was an active member of the Richland Creek Greenway Commission, a founder of the Downtown Waynesville Association, a mayoral appointee to the

came to the United States in the early 1950s with her late husband Sergeant Major Thomas Nathan Moore.

Mrs. Moore is survived by her sons, who were her pride and joy, Donald G. Moore, M.D. (Mary) of Irmo, SC, Thomas J. Moore and John F. Moore of West Columbia, SC. She was affectionately known as Oma to her grandchildren, Kelly Bollman of Cheraw, SC, Brad Moore M.D. (Ellen) of Richmond, VA, Elizabeth Moore of New York City, NY, Hilary Moore of Los Angeles, CA, Sara Moore of Columbia, SC, Joseph Moore of Columbia, SC; two great grandchildren, Belle and Christian Bollman of Cheraw, SC; nieces and nephews are Vincent Moore, Sr. (Jo) of Gaffney, SC, Brenda Bryant of Cayce, SC, Jackie LeCroy of Gaffney, SC and Arwed Stierl of Berlin, Germany and their families. She was preceded in death by her son, Ronald L. Moore (Debra); brother, Frederick Baars; and sister, Traute Stierl.

Mrs. Moore's career included employment with Lexington School District 2, the US Army, AFES Station at Fort Jackson, and Wilbur Smith Engineering Firm. She also received an Associate Degree from Midlands Technical College. After retirement, she was self employed as a German translator.

She was the neighborhood mom, running kids to the pool and ball fields. She was the team mom for several of John's baseball teams, never leaving behind her cowboy or her team spirit.

Although she loved her native country, she took great pride in being an American citizen. She loved Veterans Day parades and any display of the stars and stripes. Having grown up in Nazi Germany, she counted her U.S. citizenship as a privilege not to be taken lightly.

Funeral services for Mrs. Moore will be held Saturday, May 12, 2012 at 2pm at State Street Baptist Church in Cayce. Officiating will be Dr. Pete Cassidy and Dr. Tommy Pillow. Serving as Pallbearers are Brad Moore, Joseph Moore, Vincent Moore, Jr., Steven Moore, Travis Kizer, and David Ray. Interment will follow in Southland Memorial Gardens. Visitation will be held from 6-8 p.m. Friday, May 11, 2012 at Thompson's Funeral Home of West Columbia.

In lieu of flowers, donations may be made to State Street Baptist Church, 1420 State Street, Cayce, SC 29033 or Sister Care, Post Office Box 1029, Columbia, SC 29202, or a charity of one's choice.

The family would like to extend a special Thank You to the Pine Grove Fire Department Station 19, the Agape Assisted Living of West Columbia, and Agape Hospice.

"Well done, thy good and faithful servant. You have fought the good fight, you have finished the race and you have kept the faith." — 2 Timothy 4:7

Family and friends may sign the on-line guest book at: www.thompsonsfuneral.com

George Theodora

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STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS

Case No. 2011-CP-32-3461

2013 MAY 13 A 9:23

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Gisela B. Moore; Thomas J. Moore a/k/a
Tom J. Moore; John Moore;

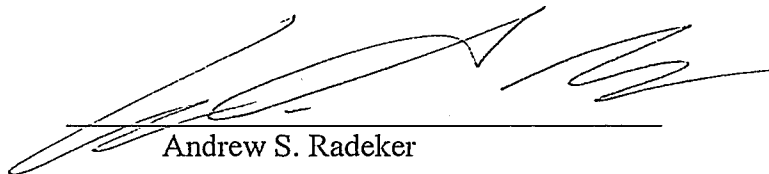
Defendants.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

CERTIFICATE OF SERVICE

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A., Attorneys for the Defendants, do hereby certify that I, on the 8th day of May, 2013, served the foregoing document in the above-captioned action by depositing the same in the U.S. Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

Thomas E. Lydon, Esq.
McAngus, Goudelock & Courie, LLP
P.O. Box 12519
Columbia, SC 29211



Andrew S. Radeker

COPY

STATE OF SOUTH CAROLINA

FILED

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

2013 MAY 13

A 9:31

Case No. 2011-CP-32-3461

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Gisela B. Moore; Thomas J. Moore a/k/a
Tom J. Moore; John Moore;

Defendants.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

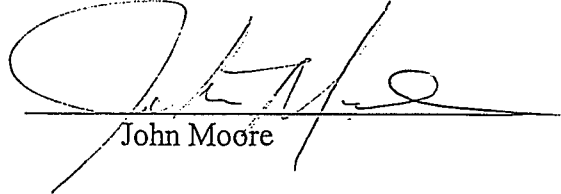
AFFIDAVIT OF JOHN MOORE

Personally appeared before me John Moore, who, first being duly sworn, deposes and says as follows:

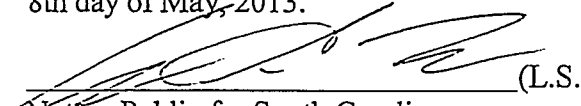
1. My name is John Moore. I have personal knowledge of the facts set forth in this affidavit and am competent to testify about them.
2. I have reviewed my brother's affidavit given today, and it is accurate.
3. I would have been perfectly willing to have a title interest in the property in this case be deeded to me at or before the time of the closing of the refinance mortgage loan involved in this case.
4. I fell behind in the mortgage payments because I could not make the payments at the increased amount because of the increased escrow portion of the payments.
5. I did, however, send in \$675.00 payments for several months after the payment went up. Wells Fargo always accepted those payments.
6. Then I got hurt and lost income while I was injured and unable to earn as much at my job. I stopped being able to make the \$675.00 a month payments but made payments as I could, as is shown on Exhibit A to this affidavit, which is a printout showing activity on my checking account. Wells Fargo always accepted those payments and never returned them.
7. On August 23, 2011, I made a payment of \$2,148.69 to catch up the arrears on this account. Wells Fargo took the money, but, instead of crediting the money, they brought this foreclosure case.

8. Wells Fargo has taken the position that they refunded that \$2,148.69 to me, but, as another printout of my banking activity through January 13, 2012 (attached as Exhibit B) shows, they did not do that.

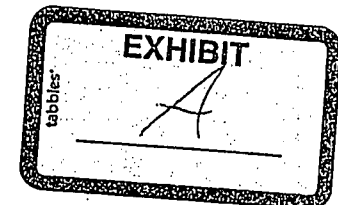
FURTHER AFFIANT SAYETH NOT.


John Moore

SWORN to before me this
8th day of May, 2013.

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 5/21/2017

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
			Date 09/09/11 252604323720016046 5921							
09/12/2011	S 10	09/12/2011	GATLINBURG PACKAGE STO GATLINBURG TN							
			Debit Card W...	24.13	-24.13	0.00	0.00	2.66		26.79
			Date 09/09/11 252602575329016044 5921							
09/12/2011	S 10	09/12/2011	GATLINBURG PACKAGE STO GATLINBURG TN							
			Debit Card W...	16.99	-16.99	0.00	0.00	26.79		19.65
			3155 PARKWAY PIGEON FORGE TN							
09/09/2011	S 10	09/09/2011	ATM Withdra...	233.00	-233.00	0.00	0.00	43.78	#133400	235.66
			Columbia SC							
09/08/2011	S 10	09/08/2011	INQ Palmetto 2418 Augusta Road West							
			Fee Withdra...	1.00	-1.00	0.00	0.00	0.21	ATM Inq. Fee	1.21
			Columbia SC							
			Date 09/02/11 245639162894058898 5812							
09/06/2011	S 10	09/06/2011	JERSEY MIKES #7023 WEST COLUMBIA SC							
			Debit Card W...	9.14	-9.14	0.00	0.00	1.21		10.35
			Date 09/01/11 244731814659031664 5542							
09/06/2011	S 10	09/06/2011	SPINX #259 LEXINGTON SC							
			Debit Card W...	20.00	-20.00	0.00	0.00	10.35		21.21
			Date 09/02/11 245766302409087249 5411							
09/06/2011	S 10	09/06/2011	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	13.90	-13.90	0.00	0.00	30.35		35.11
			Wal-Mart Super Center WEST COLUMBIA SC							
09/02/2011	S 10	09/02/2011	POS Withdra...	42.80	-42.80	0.00	0.00	44.25	#104973	64.01
			BI-LO 615 W COLUMBIA SC							
09/01/2011	S 10	09/01/2011	POS Withdra...	61.44	-61.44	0.00	0.00	87.05	#506244	147.49
			Date 08/31/11 243608288382017308 8011							
09/01/2011	S 10	09/01/2011	LEXINGTON FAMILY PRACT COLUMBIA SC							
			Debit Card W...	45.00	-45.00	0.00	0.00	148.49		193.49
			Date 08/31/11 243795245802007245 5812							
09/01/2011	S 10	09/01/2011	APPLEBEE S 97219810035 W COLUMBIA SC							
			Debit Card W...	47.00	-47.00	0.00	0.00	193.49		195.49
08/31/2011	S 10	08/31/2011	Fee Withdra...	6.00	-6.00	0.00	0.00	240.47	MONTHLY PACKAGE	160.32
			CVS 02248 COLUMBIA SC							
08/31/2011	S 10	08/31/2011	POS Withdra...	47.37	-47.37	0.00	0.00	246.47	#142730	248.84
			Date 08/27/11 239589238286024376 5542							
08/29/2011	S 10	08/29/2011	SPINX #259 LEXINGTON SC							
			Debit Card W...	20.00	-20.00	0.00	0.00	293.84		313
			Date 08/27/11 239605049107048283 5812							
08/29/2011	S 10	08/29/2011	STEVES THE #1 SUB CONT WEST COLUMBIA SC							
			Debit Card W...	19.43	-19.43	0.00	0.00	313.84		333
			Date 08/26/11 238838755865005940 5812							
08/29/2011	S 10	08/29/2011	#3 CWR WC WEST COLUMBIA SC							
			Debit Card W...	26.00	-26.00	0.00	0.00	333.27		339
			Date 08/27/11 239850876651014900 5812							



0000060387 Share 10: REWARDS CHECKING [1100000060387] Advanced Search

09/12/11

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Avail
08/29/2011	S 10	08/29/2011	SHONEYS OF AIRPO WEST COLUMBIA SC							
			Debit Card W...	12.59	-12.59	0.00	0.00	359.27		325.27
08/29/2011	S 10	[08/27/2011]	BI-LO 615 W COLUMBIA SC							
			POS Withdra...	53.84	-53.84	0.00	0.00	371.86	#716400	371.86
08/29/2011	S 10	[08/27/2011]	LOWE'S #499 WEST COLUMBIA SC							
			POS Withdra...	8.79	-8.79	0.00	0.00	425.70	#128342	416.91
08/23/2011	S 10	08/23/2011	Bill pay to WELLS FARGO HOME MORGAGE							
			Home Bankin...	2,148.69	-2,148.69	0.00	0.00	121.25		2,269.94
08/15/2011	S 10	08/15/2011	Fee Withdra...	29.00	-29.00	0.00	0.00	-30.30	Courtesy Pay Fee	-1.30
			Date 08/14/11 226614033275004598 5812							
08/15/2011	S 10	08/15/2011	APPLEBEE S 97219810035 W COLUMBIA SC							
			Debit Card W...	25.00	-25.00	0.00	0.00	-1.30		23.70
			Date 08/13/11 225437243880011727 5411							
08/15/2011	S 10	08/15/2011	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	32.59	-32.59	0.00	0.00	18.24		50.83
			Date 08/12/11 224480066541025683 6300							
08/15/2011	S 10	08/15/2011	SENTRY *DAIRYLAND AUTO 800-334-0090 WI							
			Debit Card W...	91.46	-91.46	0.00	0.00	50.83		109.70
			Date 08/12/11 224579958292070402 5542							
08/15/2011	S 10	08/15/2011	MURPHY5793ATWALMRT WEST COLUMBIA SC							
			Debit Card W...	20.00	-20.00	0.00	0.00	142.29		70.83
			SC							
08/12/2011	S 10	08/12/2011	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	200.00	-200.00	0.00	0.00	162.29	#249364	270.83
			Date 07/30/11 211595042536086673 5542							
08/01/2011	S 10	08/01/2011	HESS 40222 MYRTLE BEACH SC							
			Debit Card W...	45.00	-45.00	0.00	0.00	3.27		48.27
07/31/2011	S 10	07/31/2011	Fee Withdra...	6.00	-6.00	0.00	0.00	48.26	MONTHLY PACKAGE	54.26
			SC							
07/29/2011	S 10	07/29/2011	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	250.00	-250.00	0.00	0.00	54.26	#244997	304.26
07/29/2011	S 10	07/29/2011	TYPE: FEES CO: IB Bills Paid							
			Withdrawal	4.95	-4.95	0.00	0.00	304.26	IB Bills Paid	309.21
			SC							
07/25/2011	S 10	[07/24/2011]	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	15.00	-15.00	0.00	0.00	0.95	#243448	15.95
			Columbia SC							
07/25/2011	S 10	[07/24/2011]	INQ Palmetto 2418 Augusta Road West							
			Fee Withdra...	1.00	-1.00	0.00	0.00	15.95	ATM Inq. Fee	16.95
			Columbia SC							
			Date 07/21/11 202566034563097754 5812							
07/25/2011	S 10	07/25/2011	STEVES THE #1 SUB CONT WEST COLUMBIA SC							
			Debit Card W...	8.35	-8.35	0.00	0.00	16.95		25.30
			Date 07/21/11 202802894546091181 5812							

0000060387 Share 10: REWARDS CHECKING [1100000060387] Advanced Search

09/12/2011

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
07/22/2011	S 10	07/22/2011	SHONEYS OF AIRPO WEST COLUMBIA SC							
			Debit Card W...	25.00	-25.00	0.00	0.00	25.30		41.95
			Date 07/20/11 201590504003042284 5812							
07/22/2011	S 10	07/22/2011	STEVES THE #1 SUB CONT WEST COLUMBIA SC							
			Debit Card W...	17.07	-17.07	0.00	0.00	50.30		37.57
			Date 07/21/11 202739849758021518 5411							
07/22/2011	S 10	07/22/2011	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	13.51	-13.51	0.00	0.00	67.37		34.01
			Date 07/20/11 201764506386048135 5411							
07/21/2011	S 10	07/21/2011	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	5.09	-5.09	0.00	0.00	80.88		68.90
			Date 07/19/11 200594862677001004 5812							
07/20/2011	S 10	07/20/2011	CHINA DRAGON WEST COLUMBIA SC							
			Debit Card W...	5.08	-5.08	0.00	0.00	85.97		91.05
			Date 07/18/11 199542533216019290 6300							
07/20/2011	S 10	[07/19/2011]	SENTRY *DAIRYLAND AUTO 800-334-0090 WI							
			Debit Card W...	91.46	-91.46	0.00	0.00	91.05		177.43
			Date 07/17/11 198598679334000238 5812							
07/18/2011	S 10	07/18/2011	APPLEBEE S 97219810035 W COLUMBIA SC							
			Debit Card W...	40.00	-40.00	0.00	0.00	182.51		131.05
			Date 07/17/11 198607244521097836 5542							
07/18/2011	S 10	07/18/2011	MURPHY5793ATWALMRT WEST COLUMBIA SC							
			Debit Card W...	30.00	-30.00	0.00	0.00	222.51		217.97
			Date 07/15/11 196589084946020234 7538							
07/18/2011	S 10	07/18/2011	DUKE'S CONVENIENT AUTO W. COLUMBIA SC							
			Debit Card W...	84.18	-84.18	0.00	0.00	252.51		302.15
			Date 07/04/11 185808319601070082 5999							
07/05/2011	S 10	07/05/2011	RODNEYS ROCKETS WEST COLUMBIA SC							
			Debit Card W...	18.49	-18.49	0.00	0.00	2.16		20.65
			Columbia SC							
07/05/2011	S 10	[07/04/2011]	INQ Palmetto 2418 Augusta Road West							
			Fee Withdra...	1.00	-1.00	0.00	0.00	20.65	ATM Inq. Fee	21.65
			Columbia SC							
			Date 07/02/11 183445876851034459 5411							
07/05/2011	S 10	07/05/2011	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	18.07	-18.07	0.00	0.00	21.65		39
			Date 07/01/11 182696356663001276 5411							
07/05/2011	S 10	07/05/2011	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	28.87	-28.87	0.00	0.00	39.72		68
			SC							
07/01/2011	S 10	07/01/2011	Palmetto 2418 Augusta Road West Columbia							
06/30/2011	S 10	06/30/2011	ATM Withdra...	300.00	-300.00	0.00	0.00	68.59	#246643	339
			Fee Withdra...	6.00	-6.00	0.00	0.00	4.94	MONTHLY PACKAGE	10
			Date 06/21/11 172735928894043396 5542							

0000060387 Share 10: REWARDS CHECKING [1100000060387] Advanced Search

09/12/

Record on Appeal 119

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Avail
06/23/2011	S 10	06/23/2011	SPINX #259 LEXINGTON SC Debit Card W... 15.00 -15.00	0.00	0.00			10.94		21.00
			Date 06/20/11 171466759042037211 8021 Palmetto Smiles Lexington SC							8.00
06/21/2011	S 10	06/21/2011	Debit Card W... 56.80 -56.80	0.00	0.00			25.94		174.19
			Date 06/17/11 168635749926022945 6300 SENTRY *DAIRYLAND AUTO 800-334-0090 WI							120.55
06/20/2011	S 10	06/20/2011	Debit Card W... 91.45 -91.45	0.00	0.00			82.74		326.23
			Wal-Mart Super Center WEST COLUMBIA SC							
06/20/2011	S 10	[06/18/2011]	POS Withdra... 37.81 -37.81	0.00	0.00			174.19	#415873	12.44
			Bill pay to SCE&G							26.44
06/17/2011	S 10	06/17/2011	Home Bankin... 205.68 -205.68	0.00	0.00			212.00		29.41
			Date 06/12/11 163410898839023851 5411 BI-LO 615 W COLUMBIA SC							73.05
06/13/2011	S 10	06/13/2011	Debit Card W... 9.87 -9.87	0.00	0.00			2.57		62.61
			Date 06/10/11 161762777421000757 5542 HESS 40386 WEST COLUMBIA SC							
06/13/2011	S 10	06/13/2011	Debit Card W... 14.00 -14.00	0.00	0.00			12.44		74.65
			Date 06/11/11 162519823015026029 5541 WRIGHT WAY 6 W COLUM WEST COLUMBIA SC							
06/13/2011	S 10	06/13/2011	Debit Card W... 2.97 -2.97	0.00	0.00			26.44		119.38
			Date 06/04/11 154639717682000762 9399 SC.GOV 803-771-0131 SC							
06/06/2011	S 10	06/06/2011	Debit Card W... 68.64 -68.64	0.00	0.00			4.41		320.59
			WAL-MART #1183 WEST COLUMBI SC							431.27
06/06/2011	S 10	[06/04/2011]	POS Withdra... 58.20 -58.20	0.00	0.00			73.05	#622389	7.13
			Date 06/03/11 154648979810041851 5814 SUBWAY 00236398 WEST COLUMBIA SC							
06/06/2011	S 10	06/06/2011	Debit Card W... 12.04 -12.04	0.00	0.00			131.25		14.12
			BI-LO 615 W COLUMBIA SC							
06/03/2011	S 10	06/03/2011	POS Withdra... 56.77 -56.77	0.00	0.00			143.29	#640315	29.58
			Bill pay to SCE&G							
06/03/2011	S 10	06/03/2011	Home Bankin... 201.21 -201.21	0.00	0.00			200.06		
06/03/2011	S 10	06/03/2011	Home Bankin... 30.00 -30.00	0.00	0.00			401.27	To Share 01	
			Date 05/25/11 145597802858001004 5812 CHINA DRAGON WEST COLUMBIA SC							
05/26/2011	S 10	05/26/2011	Debit Card W... 6.26 -6.26	0.00	0.00			0.87		
			Date 05/23/11 143632766185011068 5814 RUSHS 03 WEST COLUMBIA SC							
05/25/2011	S 10	05/25/2011	Debit Card W... 6.99 -6.99	0.00	0.00			7.13		
			Date 05/23/11 143773378839033185 5411 BI-LO 615 W COLUMBIA SC							
05/24/2011	S 10	05/24/2011	Debit Card W... 22.45 -22.45	0.00	0.00			14.12		
			Date 05/23/11 143724901499033079 5411							

Record on Appeal

0000060387 Share 10: REWARDS CHECKING [1100000060387] Advanced Search

09/12/2011

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance.Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
05/24/2011	S 10	05/24/2011	BI-LO 615 W COLUMBIA SC Debit Card W...	17.60	-17.60	0.00	0.00	36.57		24.73
			Date 05/21/11 141473493826042736 5912							
05/23/2011	S 10	05/23/2011	CVS PHARMACY #2248 Q03 WEST COLUMBIA SC Debit Card W...	7.13	-7.13	0.00	0.00	54.17		61.30
			Date 05/20/11 140761754045082194 5542							
05/23/2011	S 10	05/23/2011	HESS 40386 WEST COLUMBIA SC Debit Card W...	25.00	-25.00	0.00	0.00	61.30		79.17
			Date 05/20/11 140639112761005965 6300							
05/23/2011	S 10	05/23/2011	SENTRY *DAIRYLAND AUTO 800-334-0090 WI Debit Card W...	91.45	-91.45	0.00	0.00	86.30		170.62
05/23/2011	S 10	[05/21/2011]	BI-LO 615 W COLUMBIA SC POS Withdra...	38.17	-38.17	0.00	0.00	177.75	#759017	117.34
			Date 05/20/11 140644838218001714 5814							
05/23/2011	S 10	05/23/2011	SUBWAY 00236398 WEST COLUMBIA SC Debit Card W...	5.35	-5.35	0.00	0.00	215.92		122.69
05/20/2011	S 10	05/20/2011	Bill pay to SCE&G Home Bankin...	200.00	-200.00	0.00	0.00	221.27		324.47
			Date 05/13/11 133762141485098768 5542							
05/16/2011	S 10	05/16/2011	HESS 40386 WEST COLUMBIA SC Debit Card W...	12.00	-12.00	0.00	0.00	2.60		14.60
			Date 05/12/11 132633295660001006 5812							
05/13/2011	S 10	05/13/2011	CHINA DRAGON WEST COLUMBIA SC Debit Card W...	5.08	-5.08	0.00	0.00	14.60		19.68
05/06/2011	S 10	05/06/2011	Bill pay to SCE&G Home Bankin...	269.00	-269.00	0.00	0.00	19.68		288.68
05/06/2011	S 10	05/06/2011	Bill pay to WELLS FARGO HOME MORTGAGE Home Bankin...	716.23	-716.23	0.00	0.00	288.68		1,004.91
04/30/2011	S 10	04/30/2011	Fee Withdra...	6.00	-6.00	0.00	0.00	3.93	MONTHLY PACKAGE	9.93
04/29/2011	S 10	04/29/2011	Bill pay to WELLS FARGO HOME MORTGAGE Home Bankin...	716.23	-716.23	0.00	0.00	9.93		726.16
04/29/2011	S 10	04/29/2011	TYPE: FEES CO: IB Bills Paid Withdrawal	4.95	-4.95	0.00	0.00	706.16	IB Bills Paid	711.11
			Date 04/28/11 118463231936037210 8021							
04/29/2011	S 10	04/29/2011	Palmetto Smiles Lexington SC Debit Card W...	101.00	-101.00	0.00	0.00	711.11		812
04/28/2011	S 10	04/28/2011	Withdrawal T...	30.00	-30.00	0.00	0.00	758.11	To Share 01	687
			Date 04/26/11 117225365243061996 7392							
04/27/2011	S 10	04/27/2011	SUNSHINE SPA PROMOTION 913-2056699 CO Debit Card W...	40.00	-40.00	0.00	0.00	72.11		112
			Date 04/26/11 116783631764072538 5411							
04/27/2011	S 10	04/27/2011	BI-LO 615 W COLUMBIA SC Debit Card W...	16.03	-16.03	0.00	0.00	112.11		128
			Date 04/25/11 11578077992800155 5814							

0000060387 Share 10: REWARDS CHECKING [1100000060387] Advanced Search

09/12/11

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Avail
04/26/2011	S 10	04/26/2011	MOE'S SW GRILL 806 WEST COLUMBIA SC Debit Card W...	9.60	-9.60	0.00	0.00	128.14		137.14
			Date 04/25/11 115768617389000142 5814							
04/26/2011	S 10	04/26/2011	MOE'S SW GRILL 806 WEST COLUMBIA SC Debit Card W...	15.39	-15.39	0.00	0.00	137.74		149.35
			Date 04/24/11 114600596112053028 5541							
04/25/2011	S 10	04/25/2011	WRIGHT WAY 6 W COLUM WEST COLUMBIA SC Debit Card W...	11.22	-11.22	0.00	0.00	53.13		64.35
			Date 04/23/11 113833613654069918 5812							
04/25/2011	S 10	04/25/2011	RED LOBSTER US00001727 CAYCE SC Debit Card W...	85.00	-85.00	0.00	0.00	64.35		149.35
			Date 04/22/11 113048429005061800 5814							
04/25/2011	S 10	04/25/2011	CHICK-FIL-A #02289 WEST COLUMBIA SC Debit Card W...	15.28	-15.28	0.00	0.00	149.35		89.77
04/22/2011	S 10	04/22/2011	BI-LO 615 W COLUMBIA SC POS Withdra...	202.55	-202.55	0.00	0.00	164.63	#644116	367.18
			Date 04/21/11 111596954905084255 5411							
04/22/2011	S 10	04/22/2011	WAL-MART #1183 WEST COLUMBI SC Debit Card W...	46.07	-46.07	0.00	0.00	367.18		413.25
			Date 04/19/11 109736668313037212 8021							
04/21/2011	S 10	04/21/2011	Palmetto Smiles Lexington SC Debit Card W...	157.10	-157.10	0.00	0.00	0.00		157.10
04/21/2011	S 10	04/21/2011	Fee Withdra...	2.00	-2.00	0.00	0.00	157.10	Transfer fee	159.10
04/19/2011	S 10	04/19/2011	Cash Withdr...	50.00	-50.00	0.00	0.00	33.56		83.56
			Date 04/16/11 106521383986060532 5912							
04/18/2011	S 10	04/18/2011	CVS PHARMACY #2248 Q03 WEST COLUMBIA SC Debit Card W...	6.42	-6.42	0.00	0.00	83.56		89.98
			Date 04/15/11 105608797323030087 5814							
04/18/2011	S 10	04/18/2011	TACO BELL #24486 LEXINGTON SC Debit Card W...	7.40	-7.40	0.00	0.00	89.98		90.96
			Date 04/16/11 106814927049000069 5814							
04/18/2011	S 10	04/18/2011	MOE'S SW GRILL 806 WEST COLUMBIA SC Debit Card W...	10.25	-10.25	0.00	0.00	97.38		93.81
			Date 04/16/11 106527083556042779 5542							
04/18/2011	S 10	04/18/2011	MURPHY5793ATWALMRT WEST COLUMBIA SC Debit Card W...	37.25	-37.25	0.00	0.00	107.63		120.81
			Date 04/13/11 103598847576001053 5812							
04/14/2011	S 10	04/14/2011	ZAXBY'S 34701 Q31 LEXINGTON SC Debit Card W...	7.16	-7.16	0.00	0.00	144.88		152.04
			Date 04/12/11 102834149521003088 5814							
04/13/2011	S 10	04/13/2011	HARDEES 15017361 COLUMBIA SC Debit Card W...	14.61	-14.61	0.00	0.00	152.04		159.49
			Date 04/08/11 098502822072090005 5533							
			KEYSTONE AUTOMOTIVE WEST COLUMBIA SC							

0000060387 Share 10: REWARDS CHECKING [1100000060387] Advanced Search

09/12/2011

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
04/12/2011	S 10	04/12/2011	Debit Card W...	39.69	-39.69	0.00	0.00	166.65		206.34
			Date 04/11/11 101612864046001078 5812							
			ZAXBY'S 18701 Q31 WEST COLUMBIA SC							
04/12/2011	S 10	04/12/2011	Debit Card W...	21.56	-21.56	0.00	0.00	206.34		227.90
			SC							
			Palmetto 3976 PLATT SPRINGS RD WEST COLA							
04/11/2011	S 10	[04/10/2011]	ATM Withdra...	60.00	-60.00	0.00	0.00	227.90	#186145	248.21
			Date 04/09/11 099570968555001003 5812							
			NO.1 CHINA WEST COLUMBIA SC							
04/11/2011	S 10	04/11/2011	Debit Card W...	10.97	-10.97	0.00	0.00	287.90		259.18
			Date 04/07/11 097668772783060103 5814							
			BURGER KING #17616 LEXINGTON SC							
04/11/2011	S 10	04/11/2011	Debit Card W...	7.49	-7.49	0.00	0.00	298.87		266.67
			BI-LO 615 W COLUMBIA SC							
04/11/2011	S 10	[04/08/2011]	POS Withdra...	58.42	-58.42	0.00	0.00	306.36	#635215	317.60
			SC							
			Palmetto 2418 Augusta Road West Columbia							
04/04/2011	S 10	04/04/2011	ATM Withdra...	70.00	-70.00	0.00	0.00	2.30	#240812	72.30
			SC							
			Palmetto 2418 Augusta Road West Columbia							
04/04/2011	S 10	[04/03/2011]	ATM Withdra...	50.00	-50.00	0.00	0.00	72.30	#240442	122.30
			PIGGLY WIGGLY 086 LEXINGTON SC							
04/01/2011	S 10	04/01/2011	POS Withdra...	43.36	-43.36	0.00	0.00	122.30	#605073	165.66
			Date 03/31/11 090768764716000104 5814							
			MOE'S SW GRILL 806 WEST COLUMBIA SC							
04/01/2011	S 10	04/01/2011	Debit Card W...	17.30	-17.30	0.00	0.00	165.66		182.96
03/31/2011	S 10	03/31/2011	Fee Withdra...	6.00	-6.00	0.00	0.00	182.92	MONTHLY PACKAGE	171.62
			Date 03/30/11 089601989566019780 5814							
			BLIMPIE'S #77 WEST COLUMBIA SC							
03/31/2011	S 10	03/31/2011	Debit Card W...	6.41	-6.41	0.00	0.00	188.92		195.33
			BI-LO 615 W COLUMBIA SC							
03/30/2011	S 10	03/30/2011	POS Withdra...	38.28	-38.28	0.00	0.00	195.33	#444424	227.20
			Date 03/29/11 088596982835024106 5814							
			BOJANGLES 457 01004571 WEST COLUMBIA SC							
03/30/2011	S 10	03/30/2011	Debit Card W...	5.35	-5.35	0.00	0.00	233.61		238.96
			Date 03/25/11 084521021756000004 5533							
			KEYSTONE AUTOMOTIVE WEST COLUMBIA SC							
03/29/2011	S 10	03/29/2011	Debit Card W...	133.24	-133.24	0.00	0.00	238.96		372.
			BI-LO 615 W COLUMBIA SC							
03/28/2011	S 10	[03/26/2011]	POS Withdra...	58.42	-58.42	0.00	0.00	372.20	#796802	297.
			Date 03/24/11 083600808651017445 5814							
			ARBY'S #6728 Q52 LEXINGTON SC							
03/28/2011	S 10	03/28/2011	Debit Card W...	10.68	-10.68	0.00	0.00	430.62		308.
			Date 03/25/11 084805005633032325 5411							

0000060387 Share 10: REWARDS CHECKING [1100000060387] Advanced Search

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Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Availa
03/28/2011	S 10	03/28/2011	BI-LO 615 W COLUMBIA SC Debit Card W... 24.45	-24.45	0.00	0.00		441.30		321
			Date 03/22/11 081623212659095962 5814							
03/23/2011	S 10	03/23/2011	BLIMPIE'S #77 WEST COLUMBIA SC Debit Card W... 5.35	-5.35	0.00	0.00		18.86		24
			Date 03/22/11 081829083864076492 5814							
03/23/2011	S 10	03/23/2011	MCDONALD'S F10596 W COLUMBIA SC Debit Card W... 13.54	-13.54	0.00	0.00		24.21		32.40
			WAL-MART #1183 WEST COLUMBI SC							
03/21/2011	S 10	[03/19/2011]	POS Withdra... 56.05	-56.05	0.00	0.00		0.00	#525010	56.05
03/21/2011	S 10	[03/19/2011]	Fee Withdra... 2.00	-2.00	0.00	0.00		56.05	Transfer fee	58.05
			Date 03/18/11 077602262051071696 5814							
03/21/2011	S 10	03/21/2011	SUBWAY 00236398 WEST COLUMBIA SC Debit Card W... 5.35	-5.35	0.00	0.00		18.98		24.33
			BI-LO 615 W COLUMBIA SC							
03/18/2011	S 10	03/18/2011	POS Withdra... 21.24	-21.24	0.00	0.00		24.33	#617990	40.22
			Wal-Mart Super Center WEST COLUMBIA SC							
03/18/2011	S 10	03/18/2011	POS Withdra... 25.77	-25.77	0.00	0.00		45.57	#797027	65.99
			Date 03/17/11 076777042678016009 5541							
03/18/2011	S 10	03/18/2011	WRIGHT WAY 6 W COLUM WEST COLUMBIA SC Debit Card W... 9.64	-9.64	0.00	0.00		71.34		80.98
			Date 03/15/11 074798586712034582 5812							
03/16/2011	S 10	03/16/2011	MONTERREY MEXICAN RE 888-4774510 SC Debit Card W... 30.00	-30.00	0.00	0.00		80.98		110.98
			Date 03/14/11 073765894773098478 5912							
03/15/2011	S 10	03/15/2011	CVS PHARMACY #2248 Q03 WEST COLUMBIA SC Debit Card W... 4.40	-4.40	0.00	0.00		110.98		115.38
			Date 03/14/11 073770383372004027 5541							
03/15/2011	S 10	03/15/2011	WRIGHT WAY 6 W COLUM WEST COLUMBIA SC Debit Card W... 17.49	-17.49	0.00	0.00		115.38		128.47
			Bill pay to PEAK PROP & CASINSCORP							
03/14/2011	S 10	03/14/2011	Home Bankin... 85.98	-85.98	0.00	0.00		132.87		218.85
			Bill pay to SCE&G							
03/14/2011	S 10	03/14/2011	Home Bankin... 269.49	-269.49	0.00	0.00		218.85		488.34
			SC							
03/14/2011	S 10	[03/12/2011]	Palmetto 2418 Augusta Road West Columbia ATM Withdra... 300.00	-300.00	0.00	0.00		488.34	#243833	788.34
03/11/2011	S 10	03/11/2011	Home Bankin... 100.00	-100.00	0.00	0.00		788.34	To Share 01	888.34
			Date 03/04/11 064109465111005285 5812							
03/07/2011	S 10	03/07/2011	APPLEBEE S 97219810035 W COLUMBIA SC Debit Card W... 36.85	-36.85	0.00	0.00		4.44		41.29
			Wal-Mart Super Center WEST COLUMBIA SC							
03/07/2011	S 10	[03/04/2011]	POS Withdra... 77.23	-77.23	0.00	0.00		41.29	#058058	118.52
			Bill pay to WELLS FARGO HOME MORTGAGE							

Record on Appeal 123

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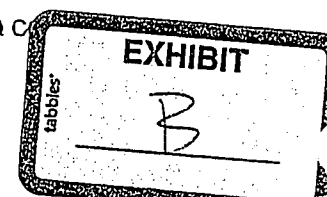
09/12/2011

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
03/04/2011	S 10	03/04/2011	Home Bankin...	1,432.46	-1,432.46	0.00	0.00	118.52		1,550.98
02/28/2011	S 10	02/28/2011	Fee Withdra...	6.00	-6.00	0.00	0.00	10.96	MONTHLY PACKAGE	16.96
02/11/2011	S 10	02/11/2011	Bill pay to WELLS FARGO HOME MORTGAGE							
			Home Bankin...	716.23	-716.23	0.00	0.00	8.60		724.83
			Date 02/08/11 040010388385004697 5814							
02/09/2011	S 10	02/09/2011	HARDEES 15017361 COLUMBIA SC							
			Debit Card W...	14.96	-14.96	0.00	0.00	323.89		338.85
			SC							
02/04/2011	S 10	02/04/2011	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	150.00	-150.00	0.00	0.00	5.49	#242383	155.49
			Date 02/02/11 033654763907038729 5812							
02/04/2011	S 10	02/04/2011	CAROLINA WINGS (WEST C WEST COLUMBIA SC							
			Debit Card W...	25.00	-25.00	0.00	0.00	155.49		180.49
			Date 02/01/11 032537420882013112 5912							
02/02/2011	S 10	02/02/2011	CVS PHARMACY #2248 Q03 WEST COLUMBIA SC							
			Debit Card W...	30.14	-30.14	0.00	0.00	180.49		191.39
			Date 02/01/11 031512955242030001 5533							
02/02/2011	S 10	02/02/2011	KEYSTONE AUTOMOTIVE WEST COLUMBIA SC							
			Debit Card W...	48.15	-48.15	0.00	0.00	210.63		228.64
			Date 01/31/11 031603015810000021 5814							
02/01/2011	S 10	02/01/2011	MOE'S SW GRILL 806 WEST COLUMBIA SC							
01/31/2011	S 10	01/31/2011	Debit Card W...	10.70	-10.70	0.00	0.00	258.78		221.33
			Fee Withdra...	6.00	-6.00	0.00	0.00	269.40	MONTHLY PACKAGE	216.55
01/31/2011	S 10	01/31/2011	Bill pay to INTERNAL REVENUE SERVICE							
			Home Bankin...	50.00	-50.00	0.00	0.00	275.40		266.55
01/31/2011	S 10	01/31/2011	WAL-MART #1183 WEST COLUMBI SC							
			POS Withdra...	92.54	-92.54	0.00	0.00	325.40	#596722	359.09
01/31/2011	S 10	01/31/2011	TYPE: FEES CO: IB Bllpay Serv							
			Withdrawal	4.95	-4.95	0.00	0.00	417.94	IB Bllpay Serv	374.74
			Date 01/28/11 028656307533020232 7538							
01/31/2011	S 10	01/31/2011	DUKE'S CONVENIENT AUTO W. COLUMBIA SC							
			Debit Card W...	199.99	-199.99	0.00	0.00	422.89		622.88
			Date 01/28/11 028711078325065982 5542							
01/31/2011	S 10	01/31/2011	MURPHY5793ATWALMRT WEST COLUMBIA SC							
			Debit Card W...	32.00	-32.00	0.00	0.00	622.88		454.00
			SC							
01/28/2011	S 10	01/28/2011	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	225.00	-225.00	0.00	0.00	654.88	#240187	678.00
01/18/2011	S 10	01/18/2011	Bill pay to WELLS FARGO HOME MORTGAGE							
			Home Bankin...	675.00	-675.00	0.00	0.00	10.76		685.00
			SC							
01/18/2011	S 10	[01/17/2011]	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	220.00	-220.00	0.00	0.00	685.76	#247265	905.00

0000060387 MOORE, TINA O Share. 10: REWARDS CHECKING [1100000060387] Transaction Summary

01/13/2012

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
01/13/2012	S 10	01/13/2012	TYPE: DIRECT DEP CO: LKQ CORPORATION Deposit	380.71	380.71	0.00	0.00	344.36	LKQ CORPORATION	-36.35
01/11/2012	S 10	01/11/2012	%% ACH Trade 021000325341788 Fee Withdra...	29.00	-29.00	0.00	0.00	-36.35	Courtesy Pay Fee	-7.35
01/11/2012	S 10	01/11/2012	TYPE: PAYMENT Processed Check - SCHOLASTIC Draft Withdra...	16.00	-16.00	0.00	0.00	-7.35	Draft Number: 000504	8.65
01/09/2012	S 10	01/07/2012	Palmetto 2418 Augusta Road West Columbia ATM Withdra...	20.00	-20.00	0.00	0.00	8.65	#246276	28.65
12/31/2011	S 10	12/31/2011	%% APYE Avg Daily Bal	50.75						
12/31/2011	S 10	12/31/2011	%% APY Earned 0.23% 12/01/11 to 12/31/11 Dividend Dep...	0.01	0.01	0.00	0.00	28.65	Dividend Posting	28.64
12/31/2011	S 10	12/31/2011	Fee Withdra...	6.00	-6.00	0.00	0.00	28.64	MONTHLY PACKAGE	34.64
12/31/2011	S 10	12/31/2011	Date 12/30/11 364789091696035943 5542 MURPHY5793ATWALMRT WEST COLUMBIA SC Debit Card W...	20.00	-20.00	0.00	0.00	34.64		54.64
12/31/2011	S 10	12/31/2011	Date 12/30/11 364696862159060011 5999 RODNEYS ROCKETS WEST COLUMBIA SC Debit Card W...	79.63	-79.63	0.00	0.00	54.64		134.27
12/30/2011	S 10	12/30/2011	Wal-Mart Super Center WEST COLUMBIA SC POS Withdra...	43.76	-43.76	0.00	0.00	134.27	#012532	97.42
12/30/2011	S 10	12/30/2011	Bill pay to SCE&G Home Bankin...	197.13	-197.13	0.00	0.00	178.05		295.55
12/30/2011	S 10	12/30/2011	TYPE: DIRECT DEP CO: LKQ CORPORATION Deposit	364.34	364.34	0.00	0.00	375.18	LKQ CORPORATION	10.84
12/30/2011	S 10	12/30/2011	Date 12/29/11 363796227324009538 5411 BI-LO 616 W COLUMBIA SC Debit Card W...	11.76	-11.76	0.00	0.00	10.84		22.60
12/29/2011	S 10	12/29/2011	TYPE: FEES CO: IB Bills Paid Withdrawal	4.95	-4.95	0.00	0.00	22.60	IB Bills Paid	27.55
12/27/2011	S 10	12/26/2011	Wal-Mart Super Center WEST COLUMBIA SC POS Withdra...	9.81	-9.81	0.00	0.00	27.55	#830721	37.36
12/19/2011	S 10	12/19/2011	Date 12/16/11 350863233873059543 5542 HESS 40386 WEST COLUMBIA SC Debit Card W...	20.00	-20.00	0.00	0.00	37.36		57.36
12/19/2011	S 10	12/19/2011	Date 12/16/11 350585220832028802 6300 SENTRY *DAIRYLAND AUTO 800-334-0380 WI Debit Card W...	89.96	-89.96	0.00	0.00	57.36		147.32
12/16/2011	S 10	12/16/2011	Palmetto 2418 Augusta Road West Columbia ATM Withdra...	200.00	-200.00	0.00	0.00	147.32	#249283	256.36
12/16/2011	S 10	12/16/2011	TYPE: DIRECT DEP CO: LKQ CORPORATION Deposit	318.44	318.44	0.00	0.00	347.32	LKQ C	28.88



0000060387 MOORE, TINA @ Share 10: REWARDS CHECKING [1100800060387] Transaction Summary

01/13/2012

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
12/12/2011	S 10	12/12/2011	Check Received 327.98							
			Check Deposit	27.98	27.98	0.00	0.00	28.08		0.92
			Date 12/08/11 342743755988025553 5542							
12/09/2011	S 10	12/09/2011	MURPHY5793ATWALMRT WEST COLUMBIA SC							
			Debit Card W...	5.00	-5.00	0.00	0.00	0.92		5.92
			Date 12/03/11 337629044773080062 5947							
12/05/2011	S 10	12/05/2011	KITTY'S HALLMARK #1 LEXINGTON SC							
			Debit Card W...	43.20	-43.20	0.00	0.00	5.92		49.12
			Date 12/03/11 337549333597009710 5942							
12/05/2011	S 10	12/05/2011	Amazon.com AMZN.COM/BILL WA							
			Debit Card W...	87.48	-87.48	0.00	0.00	49.12		93.40
12/05/2011	S 10	[12/03/2011]	KMART 4141 WEST COLUMBIA SC							
			POS Withdra...	48.56	-48.56	0.00	0.00	135.60	#080954	97.68
12/02/2011	S 10	12/02/2011	Cash Withdr...	150.00	-150.00	0.00	0.00	185.16		335.16
			TYPE: DIRECT DEP CO: LIKQ CORPORATION							
12/02/2011	S 10	12/02/2011	Deposit	333.82	333.82	0.00	0.00	335.16	LIKQ CORPORATION	1.34
			%% APYE Avg Daily Bal		60.25					
			%% APY Earned 0.20% 11/01/11 to 11/30/11							
11/30/2011	S 10	11/30/2011	Dividend Dep...	0.01	0.01	0.00	0.00	1.34	Dividend Posting	1.33
			TYPE: FEES CO: IB Bills Paid							
11/29/2011	S 10	11/29/2011	Withdrawal	4.95	-4.95	0.00	0.00	1.33	IB Bills Paid	6.28
			Date 11/25/11 329773243518083932 5310							
11/28/2011	S 10	11/28/2011	KMART 04141 WEST COLUMBIA SC							
			Debit Card W...	4.27	-4.27	0.00	0.00	6.28		10.55
			Wal-Mart Super Center WEST COLUMBIA SC							
11/28/2011	S 10	[11/28/2011]	POS Withdra...	7.99	-7.99	0.00	0.00	10.55	#397107	14.27
			Date 11/25/11 329715124204009003 5541							
11/28/2011	S 10	11/28/2011	WRIGHT WAY 6 W COLUM WEST COLUMBIA SC							
			Debit Card W...	4.46	-4.46	0.00	0.00	18.54		18.73
			Date 11/23/11 327747045632011805 5912							
11/25/2011	S 10	11/25/2011	CVS PHARMACY #2248 Q03 WEST COLUMBIA SC							
			Debit Card W...	17.69	-17.69	0.00	0.00	23.00		40.69
11/21/2011	S 10	11/21/2011	BI-LO 615 W COLUMBIA SC							
			POS Withdra...	16.49	-16.49	0.00	0.00	40.69	#586780	57.18
			Date 11/20/11 324505165404016764 5542							
11/21/2011	S 10	11/21/2011	MURPHY5793ATWALMRT WEST COLUMBIA SC							
			Debit Card W...	20.00	-20.00	0.00	0.00	57.18		77.18
			Date 11/19/11 323556125884035370 5411							
11/21/2011	S 10	11/21/2011	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	47.01	-47.01	0.00	0.00	77.18		124.19
			Date 11/18/11 322527536918026481 6300							
11/21/2011	S 10	11/21/2011	SENTRY *DAIRYLAND AUTO 800-334-0090 W							
			Debit Card W...	89.96	-89.96	0.00	0.00	124.19		167.14
			SC							

0000060387 MOORE, TINA O Share 10: REWARDS CHECKING [110000060387] Transaction Summary

01/13/2012

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
11/18/2011	S 10	11/18/2011	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	150.00	-150.00	0.00	0.00	214.15	#240497	274.19
11/18/2011	S 10	11/18/2011	TYPE: DIRECT DEP CO: LKQ CORPORATION							
11/14/2011	S 10	11/14/2011	Deposit	338.08	338.08	0.00	0.00	364.15	LKQ CORPORATION	26.07
			Cash Deposit	10.00	10.00	0.00	0.00	26.07		16.07
			Date 11/13/11 317829260138008866 5812							
11/14/2011	S 10	11/14/2011	APPLEBEE S 97219910035 W COLUMBIA SC							
			Debit Card W...	24.40	-24.40	0.00	0.00	16.07		40.47
			Date 11/07/11 311415301003051894 5411							
11/08/2011	S 10	[11/07/2011]	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	7.29	-7.29	0.00	0.00	40.47		47.76
			Date 11/06/11 310825321129000236 5542							
11/07/2011	S 10	11/07/2011	MURPHY5793ATWALMRT WEST COLUMBIA SC							
			Debit Card W...	16.00	-16.00	0.00	0.00	47.76		56.47
			Date 11/06/11 310628067303001024 5812							
11/07/2011	S 10	11/07/2011	ZAXBY'S 18701 Q31 WEST COLUMBIA SC							
			Debit Card W...	13.89	-13.89	0.00	0.00	63.76		77.65
			Date 11/06/11 310740706131018795 5411							
11/07/2011	S 10	11/07/2011	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	9.69	-9.69	0.00	0.00	77.65		73.45
			SC							
11/07/2011	S 10	[11/05/2011]	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	100.00	-100.00	0.00	0.00	87.34	#246438	187.34
11/07/2011	S 10	[11/05/2011]	Wal-Mart Super Center WEST COLUMBIA SC							
			POS Withdra...	89.71	-89.71	0.00	0.00	187.34	#271209	277.05
			Date 11/04/11 308788874877070963 5411							
11/07/2011	S 10	[11/04/2011]	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	42.84	-42.84	0.00	0.00	277.05		319.89
			Date 11/02/11 305769293543001063 5542							
11/04/2011	S 10	11/04/2011	HESS 40386 WEST COLUMBIA SC							
			Debit Card W...	10.00	-10.00	0.00	0.00	319.89		329.89
11/04/2011	S 10	11/04/2011	TYPE: DIRECT DEP CO: LKQ CORPORATION							
10/31/2011	S 10	10/31/2011	Deposit	296.16	296.16	0.00	0.00	329.89	LKQ CORPORATION	33.71
			Fee Withdra...	6.00	-6.00	0.00	0.00	33.71	MONTHLY PACKAGE	39.71
			Date 10/21/11 295001590754094363 5812							
10/24/2011	S 10	10/24/2011	#3 CWR WC WEST COLUMBIA SC							
			Debit Card W...	45.00	-45.00	0.00	0.00	39.71		84.71
			Date 10/22/11 298001846469004574 5812							
10/24/2011	S 10	10/24/2011	#3 CWR WC WEST COLUMBIA SC							
			Debit Card W...	37.00	-37.00	0.00	0.00	84.71		82.45
			SC							
10/24/2011	S 10	[10/22/2011]	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	60.00	-60.00	0.00	0.00	121.71	#241897	142.45
			SC							

0000060387 MOORE, TINA O Share 10: REWARDS CHECKING [1100000060387] Transaction Summary

01/13/2012

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
10/21/2011	S 10	10/21/2011	Palmetto 2418 Augusta Road West Columbia ATM Withdra...	100.00	-100.00	0.00	0.00	181.71	#241643	281.71
10/21/2011	S 10	10/21/2011	TYPE: DIRECT DEP CO: LKQ CORPORATION							
10/11/2011	S 10	10/11/2011	Deposit	311.10	311.10	0.00	0.00	281.71	LIKQ CORPORATION	-29.39
			Fee Withdra...	29.00	-29.00	0.00	0.00	-29.39	Courtesy Pay Fee	-0.39
			Date 10/10/11 283768945727000184 5814							
10/11/2011	S 10	10/11/2011	MOE'S SW GRILL 808 WEST COLUMBIA SC							
			Debit Card W...	6.82	-6.82	0.00	0.00	-0.39		6.43
			Bill pay to SCE&G							
10/07/2011	S 10	10/07/2011	Home Bankin...	295.00	-295.00	0.00	0.00	6.43		301.43
10/07/2011	S 10	10/07/2011	Cash Deposit	80.00	80.00	0.00	0.00	301.43		221.43
			TYPE: DIRECT DEP CO: LKQ CORPORATION							
10/07/2011	S 10	10/07/2011	Deposit	255.71	255.71	0.00	0.00	221.43	LIKQ CORPORATION	-34.28
10/03/2011	S 10	10/03/2011	Fee Withdra...	29.00	-29.00	0.00	0.00	-34.28	Courtesy Pay Fee	-5.28
			Date 09/30/11 273649983307088713 5542							
10/03/2011	S 10	10/03/2011	HESS 40386 WEST COLUMBIA SC							
			Debit Card W...	10.00	-10.00	0.00	0.00	-5.28		4.72
			Columbia SC							
10/01/2011	S 10	10/01/2011	INQ Palmetto 2418 Augusta Road West							
			Fee Withdra...	1.00	-1.00	0.00	0.00	4.72	ATM Inq. Fee	5.72
			Columbia SC							
10/01/2011	S 10	10/01/2011	INQ Palmetto 2418 Augusta Road West							
09/30/2011	S 10	09/30/2011	Fee Withdra...	6.00	-6.00	0.00	0.00	5.72	MONTHLY PACKAGE	11.72
			SC							
09/29/2011	S 10	09/29/2011	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	25.00	-25.00	0.00	0.00	11.72	#244051	36.72
			Columbia SC							
09/29/2011	S 10	09/29/2011	INQ Palmetto 2418 Augusta Road West							
			Fee Withdra...	1.00	-1.00	0.00	0.00	36.72	ATM Inq. Fee	37.72
			Columbia SC							
09/29/2011	S 10	09/29/2011	INQ Palmetto 2418 Augusta Road West							
			TYPE: FEES CO: IB Bills Paid							
09/29/2011	S 10	09/29/2011	Withdrawal	4.95	-4.95	0.00	0.00	37.72	IB Bills Paid	42.67
			SC							
09/23/2011	S 10	09/23/2011	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	275.00	-275.00	0.00	0.00	42.67	#242411	317.67
			TYPE: DIRECT DEP CO: LKQ CORPORATION							
09/23/2011	S 10	09/23/2011	Deposit	317.47	317.47	0.00	0.00	317.67	LIKQ CORPORATION	0.20
			SC							
09/21/2011	S 10	09/21/2011	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	10.00	-10.00	0.00	0.00	0.20	#241597	10.20
			Columbia SC							
09/21/2011	S 10	09/21/2011	INQ Palmetto 2418 Augusta Road West							
			Fee Withdra...	1.00	-1.00	0.00	0.00	10.20	ATM Inq. Fee	11.20

0000060387 MOORE, TINA O Share 10: REWARDS CHECKING [110000060387] Transaction Summary

01/13/2012

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
09/21/2011	S 10	09/21/2011	Columbia SC INQ Palmetto 2418 Augusta Road West Date 09/15/11 258521245203008646 6300 SENTRY *DAIRYLAND AUTO 800-334-0090 W/							
09/19/2011	S 10	09/16/2011	Debit Card W...	01.46	-91.46	0.00	0.00	11.20		
09/14/2011	S 10	09/14/2011	Cash Deposit	100.00	100.00	0.00	0.00	102.66		102.66
			Date 09/09/11 252604323720016046 5921 GATLINBURG PACKAGE STO GATLINBURG TN					2.66		2.66
09/12/2011	S 10	09/12/2011	Debit Card W...	24.13	-24.13	0.00	0.00	2.66		
			Date 09/09/11 252602575320016044 5921 GATLINBURG PACKAGE STO GATLINBURG TN					26.79		26.79
09/12/2011	S 10	09/12/2011	Debit Card W...	16.99	-16.99	0.00	0.00	26.79		
09/09/2011	S 10	09/09/2011	3155 PARKWAY PIGEON FORGE TN ATM Withdra...	233.00	-233.00	0.00	0.00	43.78	#133400	19.65
09/09/2011	S 10	09/09/2011	TYPE: DIRECT DEP CO: LKQ CORPORATION Deposit	276.57	276.57	0.00	0.00	276.78	LKQ CORPORATION	235.66
			Columbia SC INQ Palmetto 2418 Augusta Road West					0.21		0.21
09/08/2011	S 10	09/08/2011	Fee Withdra...	1.00	-1.00	0.00	0.00	0.21	ATM Inq. Fee	1.21
09/08/2011	S 10	09/08/2011	Columbia SC INQ Palmetto 2418 Augusta Road West Date 09/02/11 245639162804058898 5812 JERSEY MIKES #7023 WEST COLUMBIA SC					1.21		10.35
09/06/2011	S 10	09/06/2011	Debit Card W...	9.14	-9.14	0.00	0.00	10.35		
			Date 09/01/11 244731814659031864 5542 SPINK #259 LEXINGTON SC					21.21		21.21
09/06/2011	S 10	09/06/2011	Debit Card W...	20.00	-20.00	0.00	0.00	30.35		
			Date 09/02/11 245766302409087249 5411 BI-LO 615 W COLUMBIA SC					35.11		35.11
09/06/2011	S 10	09/06/2011	Debit Card W...	13.90	-13.90	0.00	0.00	44.25	#104973	64.01
09/02/2011	S 10	09/02/2011	Wal-Mart Super Center WEST COLUMBIA SC POS Withdra...	42.80	-42.80	0.00	0.00	87.06	#506244	147.49
09/01/2011	S 10	09/01/2011	BI-LO 615 W COLUMBIA SC POS Withdra...	61.44	-61.44	0.00	0.00	148.49		193.49
			Date 08/31/11 243608288382017300 8011 LEXINGTON FAMILY PRACT COLUMBIA SC					193.49		193.49
09/01/2011	S 10	09/01/2011	Debit Card W...	45.00	-45.00	0.00	0.00	193.49		
			Date 08/31/11 243795245802007245 5812 APPLEBEE S 97219810035 W COLUMBIA SC					195.49		195.49
09/01/2011	S 10	09/01/2011	Debit Card W...	47.00	-47.00	0.00	0.00	240.49	Dividend Posting	154.32
			%% APYE Avg Daily Bal \$3.32 %% APY Earned 0.25% 08/01/11 to 08/31/11					240.47	MONTHLY PACKAGE	160.32
08/31/2011	S 10	08/31/2011	Dividend Dep...	0.02	0.02	0.00	0.00			
08/31/2011	S 10	08/31/2011	Fee Withdra...	6.00	-6.00	0.00	0.00			

0000060387 MOORE, TINA O Share 10: REWARDS CHECKING [110000060387] Transaction Summary

01/13/2012

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pmtly	Fees	New Balance	Description	Prev Available
08/31/2011	S 10	08/31/2011	CVS 02248 COLUMBIA SC							
			POS Withdra...	47.37	-47.37	0.00	0.00			
			Date 08/27/11 239589238288024376 5542					246.47	#142730	248.84
08/29/2011	S 10	08/29/2011	SPINX #259 LEXINGTON SC							
			Debit Card W...	20.00	-20.00	0.00	0.00	293.84		313.84
			Date 08/27/11 239605049107046283 5812							
08/29/2011	S 10	08/29/2011	STEVES THE #1 SUB CONT WEST COLUMBIA SC							
			Debit Card W...	19.43	-19.43	0.00	0.00	313.84		333.27
			Date 08/26/11 238838755865005940 5812							
08/29/2011	S 10	08/29/2011	#3 CWR WC WEST COLUMBIA SC							
			Debit Card W...	26.00	-26.00	0.00	0.00	333.27		339.84
			Date 08/27/11 239850876651014900 5812							
08/29/2011	S 10	08/29/2011	SHONEYS OF AIRPO WEST COLUMBIA SC							
			Debit Card W...	12.59	-12.59	0.00	0.00	359.27		329.98
08/29/2011	S 10	[08/27/2011]	BI-LO 615 W COLUMBIA SC							
			POS Withdra...	53.84	-53.84	0.00	0.00	371.86	#716400	371.23
08/29/2011	S 10	[08/27/2011]	LOWE'S #499 WEST COLUMBIA SC							
			POS Withdra...	8.79	-8.79	0.00	0.00	425.70	#128342	412.04
08/28/2011	S 10	08/26/2011	TYPE: DIRECT DEP CO: LKQ CORPORATION							
			Deposit	313.24	313.24	0.00	0.00	434.49	LKQ CORPORATION	121.25
08/23/2011	S 10	08/23/2011	Bill pay to WELLS FARGO HOME MORGAGE							
			Home Bankin...	2,148.69	-2,148.69	0.00	0.00	121.25		2,269.04
			Check Received 2,380.24							
08/23/2011	S 10	08/23/2011	Check Deposit	2,300.24	2,300.24	0.00	0.00	2,269.04		-30.30
08/15/2011	S 10	08/15/2011	Fee Withdra...	29.00	-29.00	0.00	0.00	-30.30	Courtesy Pay Fee	-1.30
			Date 08/14/11 226614033275004598 5812							
08/15/2011	S 10	08/15/2011	APPLEBEE S 97219810035 W COLUMBIA SC							
			Debit Card W...	25.00	-25.00	0.00	0.00	-1.30		23.70
08/15/2011	S 10	08/15/2011	Transfer Dep...	5.46	5.46	0.00	0.00	23.70	From Share 01	18.24
			Date 08/13/11 225437243880011727 5411							
08/15/2011	S 10	08/15/2011	BI-LO 615 W COLUMBIA SC							
			Debit Card W...	32.59	-32.59	0.00	0.00	18.24		50.83
			Date 08/12/11 224480066541025683 6300							
08/15/2011	S 10	08/15/2011	SENTRY *DAIRYLAND AUTO 800-334-0090 WI							
			Debit Card W...	91.46	-91.46	0.00	0.00	50.83		109.70
			Date 08/12/11 224579958292070402 5542							
08/15/2011	S 10	08/15/2011	MURPHY5793ATWALMRT WEST COLUMBIA SC							
			Debit Card W...	20.00	-20.00	0.00	0.00	142.29		70.83
			SC							
08/12/2011	S 10	08/12/2011	Palmetto 2418 Augusta Road West Columbia							
			ATM Withdra...	200.00	-200.00	0.00	0.00	162.29	#249384	270.83
08/12/2011	S 10	08/12/2011	TYPE: DIRECT DEP CO: LKQ CORPORATION							
			Deposit	359.02	359.02	0.00	0.00	362.29	LKQ CORPORATION	3.27
			Date 07/30/11 211595042536086673 5542							

0000060387 MOORE, TINA O Share 10: REWARDS CHECKING [110000060387] Transaction Summary

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
08/01/2011	S 10	08/01/2011	HESS 40222 MYRTLE BEACH SC Debit Card W...	45.00	-45.00	0.00	0.00	3.27		48.27

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS

Case No. 2011-CP-32-3461

2013 MAY 13 A 9:31

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Gisela B. Moore; Thomas J. Moore a/k/a
Tom J. Moore; John Moore;

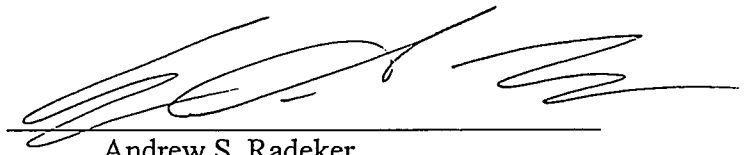
Defendants.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

CERTIFICATE OF SERVICE

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A., Attorneys for the Defendants, do hereby certify that I, on the 8th day of May, 2013, served the foregoing document in the above-captioned action by depositing the same in the U.S. Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows:

Thomas E. Lydon, Esq.
McAngus, Goudelock & Courie, LLP
P.O. Box 12519
Columbia, SC 29211



Andrew S. Radeker

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Thomas A. Russo, Circuit Judge

Common Pleas Case No. 2011-CP-32-3461
Appellate Case No. 2014-001766

Wells Fargo Bank, N.A.,.....Respondent,

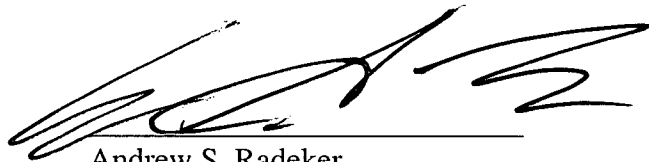
v.

Gisela B. Moore, Thomas J. Moore a/k/a Tom J. Moore, and John Moore, Appellants.

CERTIFICATE OF COUNSEL

I certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted,



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Harrison & Radeker, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
Attorney for Appellants

May 27, 2015