

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

William C. Tindal, Special Referee

Appellate Case No. 2016-000744

RECEIVED
JUN 28 2016
SC Court of Appeals

New York Community Bank,

Respondent,

v.

Scott L. Butler; Jacqueline Butler; Mortgage Electronic Registration
Systems, Inc., as nominee for Northstar Mortgage Group, LLC; and
LVNV Funding, LLC,

Of Whom Scott L. Butler and Jacqueline Butler are the

Appellants.

RESPONDENT'S RETURN TO APPELLANTS' PETITION FOR SUPERSEDEAS

Undersigned counsel for Respondent New York Community Bank respectfully submits the Respondent's Return to Appellants' Petition for Supersedeas filed on June 3, 2016. As further set forth herein, Appellants' Motion should be denied because Respondent obtained a valid Order and Judgment of Foreclosure and Sale of real property located in South Carolina. Appellants failed to post the requisite bond to stay the foreclosure sale pending the instant appeal, and further have offered no conclusive evidence to support their contention that any portion of the subject property is located in North Carolina. Finally, Appellants failed to raise any issue as to the location of the property at the summary judgment hearing, and are

procedurally barred from attempting to do so under the applicable Appellate Court and South Carolina Rules of Procedure.

PROCEDURAL HISTORY

Respondent commenced a residential foreclosure action against Appellants on July 5, 2012 in the Court of Common Pleas for Lancaster County, South Carolina. Respondent alleged that it is the servicer and/or mortgagee of a note and mortgage covering real property located in Lancaster County, South Carolina. Respondent alleged that on October 30, 2006, Appellant Scott Butler executed a promissory note in favor of Northstar Mortgage Group, LLC and that Appellants simultaneously executed a mortgage securing said note. Respondent further alleged that the mortgage described real property known as 30245 Camden Lane, Fort Mill, South Carolina, TMS# 0005A-0A-085.00.¹ See Exhibit A, South Carolina Deed; and Exhibit B, South Carolina Mortgage. Respondent also alleged that the monthly payments due on the note and mortgage are in default as of February 1, 2012. Appellants were served at the subject property, and subsequently filed an answer alleging insufficient information to admit or deny the foregoing allegations. Appellants' answer did not assert any affirmative defenses or counterclaims.

The case was referred to William C. Tindal, as Special Referee, by order entered on December 5, 2012. The parties engaged in discovery, and Appellants admitted that they own the subject property, executed the note and mortgage, that they are in default pursuant to the terms thereunder, and that the default has not been cured. Thereafter, Respondent filed a Motion for

¹ The property is located in BridgeHampton Subdivision, and is described as Lot 718 in the deed recorded in Office of the Clerk of Court for Lancaster County, South Carolina in Book 364 at Page 104 on November 6, 2006. The mortgage executed by the Appellants contains the identical property description as the foregoing deed, and was recorded in the Office of the Clerk of Court for Lancaster County, South Carolina in Book 1608 at Page 265 on November 6, 2006.

Summary Judgment with supporting affidavits. Appellants filed an Opposition to Respondent's Motion for Summary Judgment, Motion to Amend their Answer to assert affirmative defenses, and a Motion for Summary Judgment. A hearing was held before the Special Referee on February 12, 2015, at which all pending motions were heard. At the hearing, Appellants challenged Respondent's standing to foreclose and argued issues of material fact were in dispute as to the validity of the endorsements to Respondent affixed to the original note instrument. The court took all motions under advisement and requested the parties to submit supplemental memoranda as to the issue of standing.

Thereafter, the case was stayed by Appellants' commencement of Chapter 11 bankruptcy proceedings. After the bankruptcy was dismissed on September 20, 2015 and the parties submitted their respective briefs as to standing, the court granted Respondent's Motion for Summary Judgment and denied all Appellants' Motions. An Order and Judgment of Foreclosure and Sale ("Judgment") was entered on March 2, 2016, and the foreclosure sale was set for May 2, 2016.

Appellants filed a Motion for Reconsideration claiming that material issues of fact remained as to Respondent's standing. The court denied the Motion for Reconsideration, and Appellants served a Notice of Appeal of the Judgment on April 6, 2016. Appellants filed a Motion to set the bond to stay the foreclosure sale pursuant to Rule 241, SCACR and S.C. Code §18-9-170, and filed a Motion for Leave with this Court to file a Motion for Relief from Judgment under Rule 60, SCRPC in the lower court. The stated grounds for the Appellants' proposed 60(b) Motion is that the Judgment is void on jurisdictional grounds because half of the property is allegedly located in North Carolina.

At the bond hearing, Appellants argued that because half of the property is allegedly in North Carolina, it is thus unmarketable and incapable of valuation for purposes of setting the appeal bond. Appellants relied on a plat which shows the approximate border of North Carolina and South Carolina running through the property. See Exhibit C, Survey. Appellants also relied on a warranty deed recorded in North Carolina. See Exhibit D, North Carolina Deed. The lower court agreed with Respondent, and determined that upon review of the assessor's records for both Lancaster County, South Carolina and Mecklenburg County, North Carolina, and the related GIS imagery for both states, that the amount of the bond would be 125% of the property value as assessed exclusively by Lancaster County, South Carolina, or \$603,875.00. See Exhibit E, GIS Imagery and Assessor Records for Lancaster County, South Carolina and Mecklenburg County, North Carolina. The lower court also found that the property has not been assessed, appraised, or taxed by North Carolina, and rescheduled the sale for June 6, 2016 to allow Appellants sufficient time to gather the bond amount.

The bond of \$603,875.00 was required to be posted by Friday, May 27, 2016 with two sureties. Appellants did not post the bond, and in the interim commenced an action against Respondent in North Carolina seeking, *inter alia*, a judicial declaration invalidating the South Carolina judgment on jurisdictional grounds.

Thereafter, Appellants filed a Petition for Supersedeas on June 3, 2016, which was temporarily granted pending Respondent's Return thereto.

At no point in the lower court proceedings until after Appellants' Notice of Appeal did Appellants deny Respondent's allegations as to the location of the property, or otherwise allege that any portion of the property was located in North Carolina.

ARGUMENT

I. The judgment is valid because the lower court possessed subject matter jurisdiction.

“The question of subject matter jurisdiction is a question of law for the court.” *Chew v. Newsome Chevrolet, Inc.*, 315 S.C. 102, 104, 431 S.E.2d 631 (Ct. App. 1993) (citing *Bargesser v. Coleman Co.*, 230 S.C. 562, 96 S.E.2d 825 (1957)). Subject matter jurisdiction is defined as “the power to hear and determine cases of the general class to which the proceedings in question belong.” See *Skinner v. Westinghouse Elec. Corp.*, 380 S.C. 91, 93-94, 668 S.E.2d 795, 796 (2008); *Ward v. State*, 343 S.C. 14, 17 n. 5, 538 S.E.2d 245, 246 n. 5 (2000). “It is axiomatic that an action to foreclose a mortgage must be brought where the mortgaged property is situated.” *Federal Land Bank of Columbia v. Davant*, 292 S.C. 172, 179 355 S.E.2d 293, 297 (Ct. App. 1987) (citing S.C. Code 15-7-10(3)). However, subject matter jurisdiction refers to the court’s “power to hear and determine cases of the general class to which the proceedings in question belong.” *Dove v. Gold Kist, Inc.*, 314 S.C. 235, 237–38, 442 S.E.2d 598, 600 (1994) (citations omitted); *Great Games, Inc. v. S.C. Dep’t of Revenue*, 339 S.C. 79, 83 n. 5, 529 S.E.2d 6, 8 n. 5 (2000) (citations omitted); see also *State v. Gentry*, 363 S.C. 93, 610 S.E.2d 494 (2005). Numerous cases have held that subject matter jurisdiction is not implicated when the court possesses the power to hear and determine cases of the general class to which the proceedings in question belong. See *State v. Campbell*, 376 S.C. 212, 656 S.E.2d 371 (2008); *Johnston v. S.C. Dep’t of Lab., Licensing, and Reg., S.C. Real Estate Appraisers Bd.*, 365 S.C. 293, 617 S.E.2d 363 (2005); *Fryer v. S.C.L. Enforcement Div.*, 369 S.C. 395, 631 S.E.2d 918 (2006).

“A void judgment is one that, from its inception, is a complete nullity and is without legal effect[.]” *Thomas & Howard Co. v. T.W. Graham & Co.*, 318 S.C. 286, 291, 457 S.E.2d 340,

343 (1995). “The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction.” *Universal Benefits, Inc. v. McKinney*, 349 S.C. 179, 183, 561 S.E.2d 659, 661 (Ct.App.2002) (quoting *McDaniel v. U.S. Fid. & Guar. Co.*, 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct.App.1996)); *see also BB & T v. Taylor*, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (“A judgment is void if a court acts without personal jurisdiction.”). “A judgment is not rendered void by irregularities which do not involve jurisdiction.” *Universal Benefits, Inc.*, 349 S.C. at 183, 561 S.E.2d at 661.

There is no question that the lower court had personal jurisdiction over the parties, and that venue is proper in Lancaster County, South Carolina to foreclose a mortgage covering real property located in Lancaster County. Rather, Appellants argue that the lower court lacked subject matter jurisdiction because a portion of the property is allegedly in Mecklenburg County, North Carolina. Appellants rely on a deed recorded in North Carolina, and a survey showing the approximate boundary line of the two states to support their position.² Nonetheless, Appellants do not dispute that a portion of the property is situated in Lancaster County, South Carolina. Therefore, at best, there is a factual issue as to how much of the property may be located in North Carolina. Appellants, however, did not challenge the lower court’s authority to enter judgment pursuant to S.C. Code 15-7-10(3) at the summary judgment hearing for the portion of the property that they concede is located in South Carolina. Nor did Appellants’ raise any purported factual issue as to the location of the property in their Motion for Reconsideration.

² The BridgeHampton Subdivision’s website indicates that it is located on the border between North Carolina and South Carolina, and that half of the homes in the community are in Charlotte, North Carolina while the other half are in Indian Land, South Carolina. See <https://www.bridgehamptoncarolinas.com/community/about-bridgehampton-2/>.

Instead, Appellants filed an appeal of the Judgment and moved for leave from this Court to file a motion pursuant to Rule 60(b)(4), SCRCP in the lower court. None of the information Appellants have offered to support their contention that a portion of the property lies in North Carolina was unavailable to them until filing the instant Petition. In fact, the recorded surveys and North Carolina deed have been available to Appellants as matter of public record since they purchased the property in 2006.

While subject matter jurisdiction may be raised at any time, any dispute as to the amount of the property located in South Carolina was a factual issue that Appellants failed to raise at the summary judgment hearing and subsequent motion for reconsideration. The lower court's subject matter jurisdiction to foreclose the mortgage as to whatever amount of the property is in South Carolina is thus not implicated, and the foreclosure sale should be permitted to proceed. Furthermore, the entire adjudged debt amount under the note and secured by mortgage attaches to whatever amount of the property is located in South Carolina. Accordingly, Respondent is entitled to foreclose the mortgage encumbering real property located in South Carolina, and is free to domesticate the Judgment in North Carolina to foreclose any portion of the property which may be located in that State.

Because this purported factual issue could have been raised by Appellants at the summary judgment hearing, Appellants cannot now use the instant Petition for Supersedeas, appeal of the Judgment of Foreclosure, and any future post-trial motion to raise it. This Court should deny Appellants' Petition for Supersedeas because the lower court's subject matter jurisdiction is not implicated as to the portion of the property that Appellants agree is in South Carolina. Thus, the Judgment is valid and the foreclosure sale should proceed.

II. Appellants cannot attack the validity of the Judgment in another state.

Under the United States Constitution, “[f]ull Faith and credit shall be given in each state to the public acts, records and judicial proceedings of every other state.” U.S. Const. art. 4, § 1. “Full faith and credit ‘generally requires every State to give to a judgment at least the res judicata effect which the judgment would be accorded in the State which rendered it.’ ” *Hospitality Mgmt. Assocs. v. Shell Oil Co.*, 356 S.C. 644, 653, 591 S.E.2d 611, 616 (2004) (quoting *Durfee v. Duke*, 375 U.S. 106, 109, 84 S.Ct. 242, 11 L.Ed.2d 186 (1963)).

Since filing their Notice of Appeal, Appellants have also filed an action against Respondent in North Carolina, seeking to invalidate the Lancaster County, South Carolina Judgment of Foreclosure. This is inherently violative of the full faith and credit clause of the U.S. Constitution. To the extent that Appellants have cited the North Carolina action as grounds for their Petition for Supersedeas, it should be summarily rejected by this Court as an impermissible means to attack the Judgment and improper vehicle to stay the foreclosure sale.

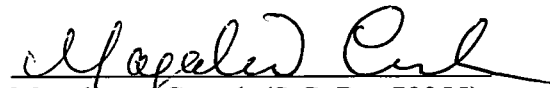
As previously adjudicated by the Special Referee, the bond amount to postpone the foreclosure sale pending the Appellants’ appeal of the Judgment was \$603,875.00. The deadline of May 27, 2016 passed, and the bond not posted. Appellants cannot circumvent the South Carolina Appellate Court Rules, South Carolina Rules of Civil Procedure, and flagrantly disregard the U.S. Constitution in their efforts to stay the foreclosure sale. Appellants’ appeal, proposed Rule 60(b) Motion, and Petition for Supersedeas are nothing more than delay tactics to obfuscate and postpone the lower court proceedings, and this Court should deny Appellants’ Petition for Supersedeas for these reasons.

CONCLUSION

Appellants have not offered any competent evidence to demonstrate that a portion of the subject property is located in North Carolina. Appellants also failed to raise any purported issue as to the location of the property in the lower court, and are procedurally prohibited from doing so now. Because the Judgment is valid, the lower court possesses subject matter jurisdiction, and venue is appropriate, Appellants' Motion must be denied. Respondent requests that the foreclosure sale be scheduled at the next available sale date, and that this Court issue an Order requiring Appellants to reimburse Respondent for its attorney's fees and all costs incurred as a result of the delay of the sale.

Respectfully submitted,

FINKEL LAW FIRM LLC



Magalie A. Creech (S.C. Bar 78855)

Post Office Box 41489

Charleston, South Carolina 29423

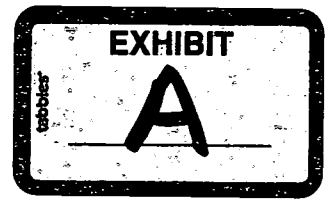
Telephone: (843) 577-5460

Facsimile: (866) 800-7954

mcreech@finkellaw.com

Attorneys for Respondent

June 20, 2016



LANCASTER COUNTY ASSESSOR
Tax Map:
0005A 0A 085 00

LUTZEL, GANDY AND BROADWAY, PLLC
ATTORNEYS AND COUNSELORS AT LAW
3436 TORINGDON WAY, SUITE 250
CHARLOTTE, NC 28277

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That John Wieland Homes and Neighborhoods of The Carolinas, Inc. f/k/a John Wieland Homes and Neighborhoods of North Carolina, Inc., in consideration of the sum of SIX HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED NINETY FOUR DOLLARS (\$691,794.00) to it in hand paid at and before the sealing of these presents by John D. Feezor, Vice President of John Wieland Homes and Neighborhoods of The Carolinas, Inc. f/k/a John Wieland Homes and Neighborhoods of North Carolina, Inc., (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said Scott L. Butler and spouse, Jacqueline Butler, as joint tenants with rights of survivorship, and not as tenants in common, their heirs/successors and assigns, the following described property, to wit:

BEING all of Lot 718 of Bridgehampton Subdivision, Phase 10, Map 3 as shown on plat recorded in Map Book 2004, Page 336, Office of the Clerk of Court for Lancaster County.

DERIVATION: This is a portion of the property acquired by John Wieland Homes and Neighborhoods of North Carolina, Inc. under deed from International Golf Development, LLC dated 3-12-1997, recorded 3-12-1997 in Deed Book V-14 at Page 52.

The within described property is conveyed subject to existing easements and to restrictive covenants, if any, appearing in the chain of title or apparent upon a reasonable inspection of the premises, which said restrictions, if any, are not intended to be reimposed hereby.

RECORDED THIS 7th DAY
OF NOVEMBER, 2006
IN BOOK O PAGE B-01
Cheryl Morgan
Auditor, Lancaster County, SC

-1-

2006014876
DEED
RECORDING FEES \$10.00
STATE TAX \$1799.20
COUNTY TAX \$761.20
PRESENTED & RECORDED:
11-06-2006 11:39 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY
BK: DEED 364
PG: 104-106

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said, Scott L. Butler and spouse, Jacqueline Butler, as joint tenants with rights of survivorship, and not as tenants in common, heirs/successors and assigns forever.

And the said John Wieland Homes and Neighborhoods of The Carolinas, Inc. f/k/a John Wieland Homes and Neighborhoods of North Carolina, Inc. does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said Scott L. Butler and spouse, Jacqueline Butler, as joint tenants with rights of survivorship, and not as tenants in common, heirs/successors and assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, John Wieland Homes and Neighborhoods of The Carolinas, Inc. f/k/a John Wieland Homes and Neighborhoods of North Carolina, Inc. has caused these presents to be executed in its name by John D. Feezor, its Vice President and its corporate seal to be hereto affixed this ___ day of October in the year of our Lord two thousand six (2006) and in the two hundred and twenty-eighth year of the Sovereignty and Independence of the United States of America.

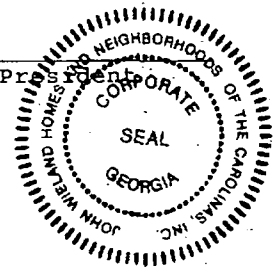
SIGNED, SEALED AND DELIVERED

JOHN WIELAND HOMES AND NEIGHBORHOODS OF THE CAROLINAS, Inc. f/k/a JOHN WIELAND HOMES AND NEIGHBORHOODS OF NORTH CAROLINA, INC.

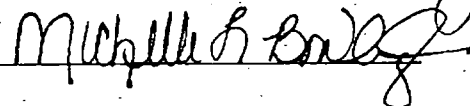
IN THE PRESENCE OF:

By:

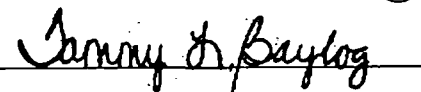

John D. Feezor, Vice President



Witness:



Witness:



STATE OF NORTH CAROLINA)

COUNTY OF Mecklenburg)

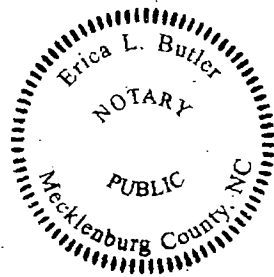
PERSONALLY APPEARED before me the undersigned witness, who, in oath, says that (s)he saw the within named JOHN WIELAND HOMES AND NEIGHBORHOODS OF THE CAROLINAS, INC., f/k/a JOHN WIELAND HOMES AND NEIGHBORHOODS OF NORTH CAROLINA, INC., by John D. Feezor as Vice President, sign the within Deed, and the said Corporation, by said officer, seal the said Deed, and, as its act and deed delivery the same, and that (s)he along with _____ witnessed the execution thereof.

Michelle R. Smith
Witness

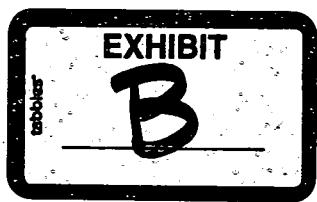
SWORN to before me this 31st
day of October, A.D. 2006.

Erica L. Butler

Notary Public for North Carolina
Commission Expires: July 27, 2011



GRANTEE:
30245 Camden Lane
Fort Mill, SC 29715



After Recording Return To:
NORTHSTAR MORTGAGE GROUP, L.L.C.
100 GALLERIA PARKWAY, SUITE 1160
ATLANTA, GEORGIA 30339
Loan Number: 0016170800

Prepared by: Lutzal, Gandy &
Broadway, PLLC/Tina Broadway
Mecklenburg ROD Box #43
3436 Toringdon Way, Ste. 250
Charlotte, NC 28277

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 1004466-0016170800-0

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 OCTOBER 30, 2006, together with all Riders to this document.
- (B) "Borrower" is SCOTT L. BUTLER and spouse, JACQUELINE BUTLER

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.
- (D) "Lender" is NORTHSTAR MORTGAGE GROUP, L.L.C.

Lender is a GEORGIA LIMITED LIABILITY COMPANY organized and existing under the laws of GEORGIA
Lender's address is 100 GALLERIA PARKWAY, SUITE 1160, ATLANTA, GEORGIA 30339

- (E) "Note" means the promissory note signed by Borrower and dated OCTOBER 30, 2006. The Note states that Borrower owes Lender FIVE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FORTY-FIVE AND 00/100 Dollars (U.S. \$ 518,845.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2036

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Sc3041.01mm

2006014877

MORTGAGE RECORDING FEES \$25.00

PRESENTED & RECORDED:
11-06-2006 11:41 AM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY

BK:MORT 1608
PG:265-283

(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]:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 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. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(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
[Type of Recording Jurisdiction]

of

LANCASTER
[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: NOT MAPPED

which currently has the address of

30245 CAMDEN LANE
[Street]

FORT MILL
[City]

, South Carolina

29715 ("Property Address")
[Zip Code]

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

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

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

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

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

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

which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument:

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree

in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any

form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate

as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's

address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will

state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified

in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

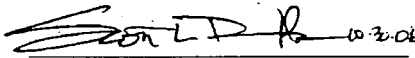
23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

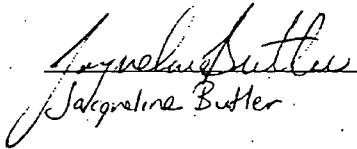
24. **Homestead Waiver.** Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

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 §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.

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.


SCOTT L. BUTLER (Seal)
-Borrower


Jacqueline Butler (Seal)
-Borrower

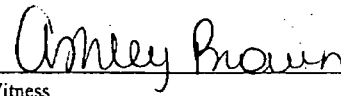
____ (Seal)
-Borrower

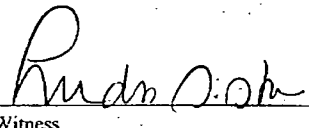
____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Signed, sealed and delivered in the presence of:


Ashley Brown
Witness


Rudolph
Witness

[Space Below This Line For Acknowledgment]

STATE OF ^{North} SOUTH CAROLINA)

COUNTY OF Mecklenburg)

Personally appeared before me

Ashley Brown

(first witness) and made oath that he/she saw the within named SCOTT L. BUTLER

(grantor) sign, seal, and as his/her act and deed, deliver the within ^{Jacqueline Butler} written mortgage, and that he/she, with

(second witness), witnessed the execution thereof.

Ashley Brown

Witness

SWORN to before me this 30 day of October 2006

Rene Hemley (LS)
Notary Public for South Carolina
North

(Seal)

My commission expires:

4/2/10

EXHIBIT A

Legal Description

BEING all of Lot 718 of Bridgehampton Subdivision, Phase 10, Map 3 as shown on plat recorded in Map Book 2004, Page 336, Office of the Clerk of Court for Lancaster County.

DERIVATION: This is a portion of the property acquired by John Wieland Homes and Neighborhoods of North Carolina, Inc. under deed from International Golf Development, LLC dated 3-12-1997, recorded 3-12-1997 in Deed Book V-14 at Page 52.

Deed BK 364 pg. 104

Loan Number: 0016170800

FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 30th day of OCTOBER 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to NORTHSTAR MORTGAGE GROUP, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY ("Lender") of the same date and covering the property described in the Security Instrument and located at:

30245 CAMDEN LANE, FORT MILL, SOUTH CAROLINA 29715
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.000%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of NOVEMBER, 2011, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND 750/1000** percentage points (**2.750** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **13.000** % or less than **2.750** %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO AND 000/1000** percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **13.000** %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

 10-30-06

SCOTT L. BUTLER (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



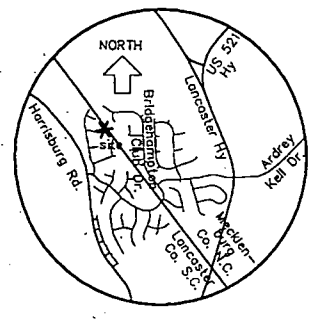
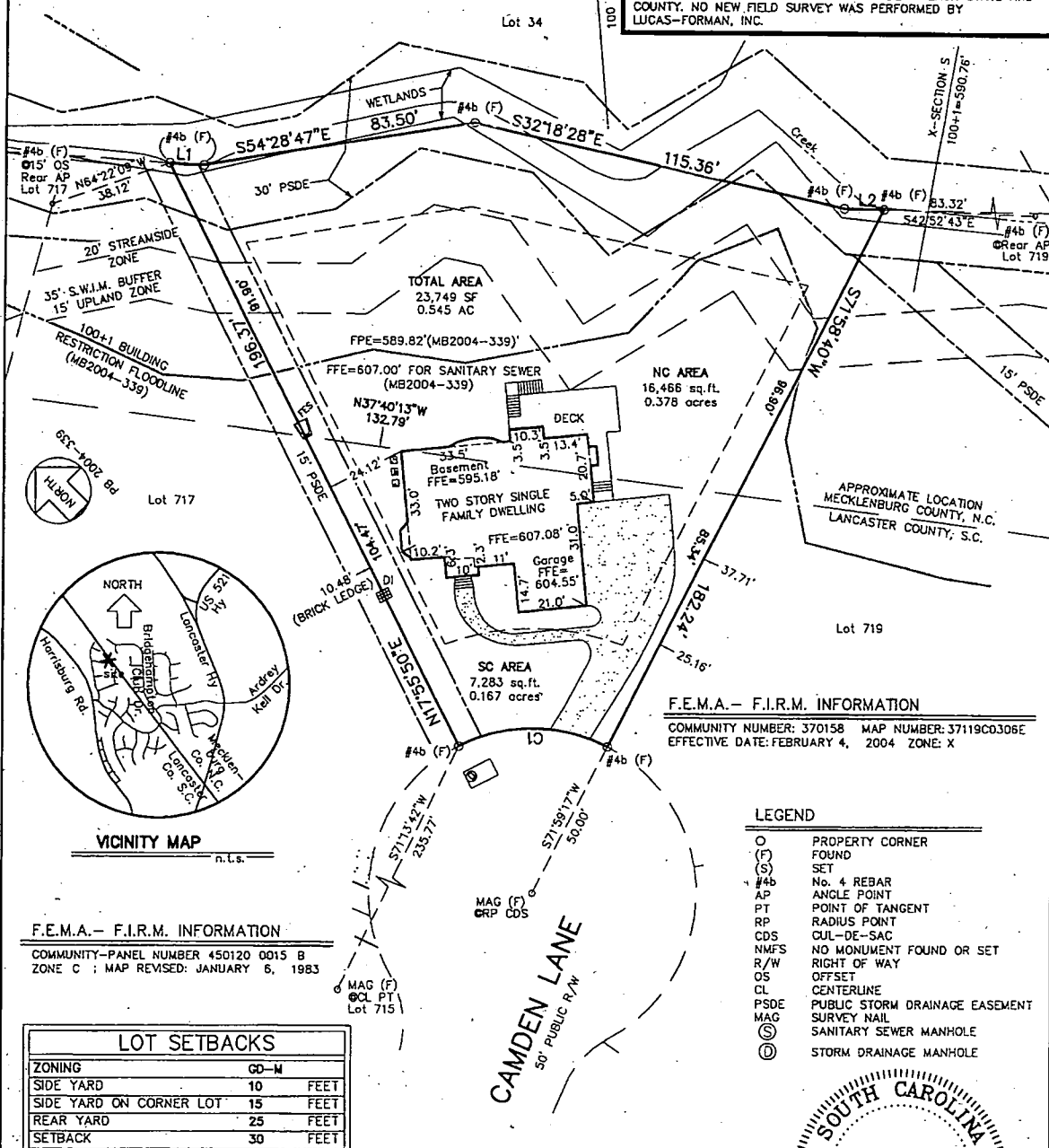
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	50.00	47.18	45.45	N 45°02'23" W	54°03'46"

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.49	N 41°41'52" W
L2	12.11	N 43°57'35" W

REVISED BRIDGEHAMPTON
PHASE 2 MAP 3
LOTS 33 & 34
MAP BOOK 34, PAGE 15

NOTE:
THE APPROXIMATE LOCATION OF THE MECKLENBURG COUNTY, N.C. AND LANCASTER COUNTY, S.C. BOUNDARY LINE AS SHOWN ON THIS SURVEY WAS TAKEN FROM MAP BOOK 42 PAGE 81 IN THE MECKLENBURG COUNTY REGISTER OF DEEDS AND PLAT BOOK 2004 PAGE 339 IN THE LANCASTER COUNTY REGISTER OF DEEDS. REFER TO THESE MAPS FOR ADDITIONAL INFORMATION REGARDING THE BOUNDARY LINE. LUCAS-FORMAN, INC. CANNOT CERTIFY TO THE ACTUAL LOCATION OF THE BOUNDARY LINE UNTIL THE BOUNDARY LINE HAS BEEN DETERMINED BY THE GOVERNING AGENCIES OF THE STATE OF NORTH CAROLINA AND THE STATE OF SOUTH CAROLINA.

THIS SURVEY WAS REVISED ON MAY 10, 2016 TO CORRECT THE ADDRESS OF THE SUBJECT PROPERTY AND TO ADD THE AREAS OF THE PORTIONS OF THE PROPERTY THAT LIE IN EACH STATE AND COUNTY. NO NEW FIELD SURVEY WAS PERFORMED BY LUCAS-FORMAN, INC.



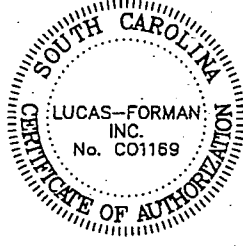
F.E.M.A. - F.I.R.M. INFORMATION
COMMUNITY-PANEL NUMBER 450120 0015 B
ZONE C ; MAP REVISED: JANUARY 6, 1983

LOT SETBACKS	
ZONING	GD-M
SIDE YARD	10 FEET
SIDE YARD ON CORNER LOT	15 FEET
REAR YARD	25 FEET
SETBACK	30 FEET

SURVEYOR'S CERTIFICATION
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

F.E.M.A. - F.I.R.M. INFORMATION
COMMUNITY NUMBER: 370158 MAP NUMBER: 37119C0306E
EFFECTIVE DATE: FEBRUARY 4, 2004 ZONE: X

- LEGEND**
- O PROPERTY CORNER
 - (F) FOUND
 - (S) SET
 - #4b No. 4 REBAR
 - AP ANGLE POINT
 - PT POINT OF TANGENT
 - RP RADIUS POINT
 - CDS CUL-DE-SAC
 - NMFS NO MONUMENT FOUND OR SET
 - R/W RIGHT OF WAY
 - OS OFFSET
 - CL CENTERLINE
 - PSDE PUBLIC STORM DRAINAGE EASEMENT
 - MAG SURVEY NAIL
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ STORM DRAINAGE MANHOLE



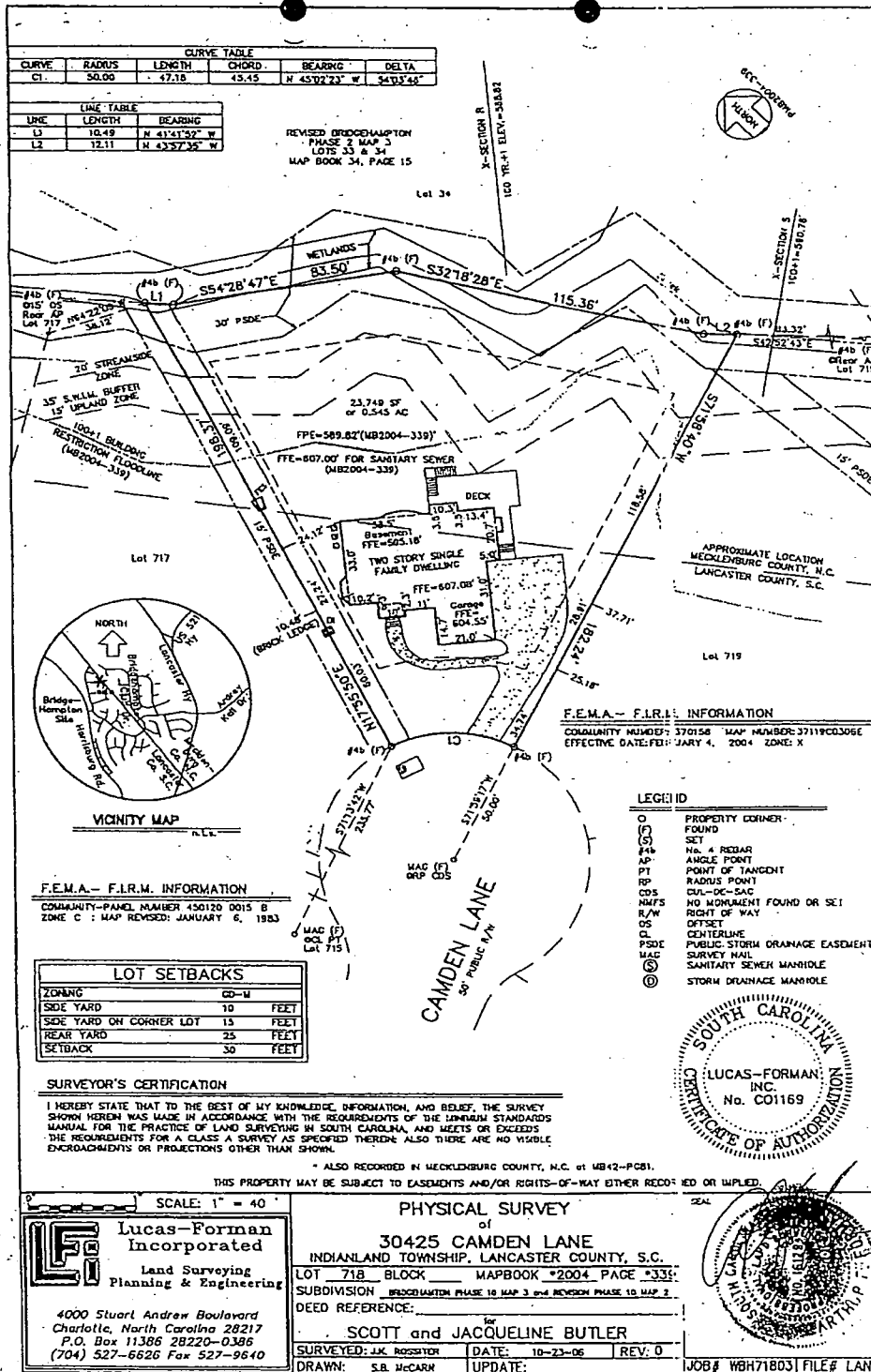
REV. 1 05/10/18 JTE CORRECT ADDRESS / ADD AREAS
SCALE: 1" = 40'

Lucas-Forman Incorporated
Land Surveying
Planning & Engineering
4000 Stuart Andrew Boulevard
Charlotte, North Carolina 28217
P.O. Box 11386 28220-0386
(704) 527-6626 Fax 527-9640

PHYSICAL SURVEY
of
30245 CAMDEN LANE
INDIANLAND TOWNSHIP, LANCASTER COUNTY, S.C.
LOT 718 BLOCK _____ MAPBOOK *2004 PAGE *339
SUBDIVISION BRIDGEHAMPTON PHASE 10 MAP 3 and REVISION PHASE 10 MAP 2
DEED REFERENCE: _____
for
SCOTT and JACQUELINE BUTLER
SURVEYED: J.K. ROSSITER DATE: 10-23-06 REV. 1
DRAWN: S.B. McCARN UPDATE: _____

SEAL
SOUTH CAROLINA
TOTAL LAND SURVEYOR
No. 16129
F. FORMAN
JOB# WBH71803 | FILE# LAN

* ALSO RECORDED IN MECKLENBURG COUNTY, N.C. at MB42-PG81.
THIS PROPERTY MAY BE SUBJECT TO EASEMENTS AND/OR RIGHTS-OF-WAY EITHER RECORDED OR IMPLIED.



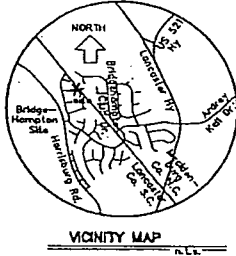
CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	50.00	47.18	45.45	N 43°22'23" W	34°03'44"

LINE TABLE

LINE	LENGTH	BEARING
L1	10.49	N 41°11'32" W
L2	12.11	N 43°37'35" W

REVISED BRIDGEHAMPTON
PHASE 2 MAP 3
LOTS 33 & 34
MAP BOOK 34, PAGE 15



F.E.M.A. - F.I.R.M. INFORMATION
COMMUNITY-PANEL NUMBER 436120 0015 B
ZONE C : MAP REVISED: JANUARY 6, 1983

LOT SETBACKS

ZONING	CD-M
SIDE YARD	10 FEET
SIDE YARD ON CORNER LOT	15 FEET
REAR YARD	25 FEET
SETBACK	30 FEET

SURVEYOR'S CERTIFICATION
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE Licensure STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

F.E.M.A. - F.I.R.M. INFORMATION
COMMUNITY NUMBER: 370158 MAP NUMBER: 37119CD305E
EFFECTIVE DATE: FEBRUARY 4, 2004 ZONE: X

- LEGEND**
- PROPERTY CORNER
 - (F) FOUND
 - (S) SET
 - #4b No. 4 REBAR
 - AP ANGLE POINT
 - PT POINT OF TANGENT
 - RP RADIUS POINT
 - CDL-DC-SAC CUR-DE-SAC
 - NMFS NO MONUMENT FOUND OR SET
 - R/W RIGHT OF WAY
 - OS OFFSET
 - CL CENTERLINE
 - PSDE PUBLIC STORM DRAINAGE EASEMENT
 - MAC SURVEY MARK
 - MAC SANITARY SEWER MANHOLE
 - ⊙ STORM DRAINAGE MANHOLE



Lucas-Forman Incorporated
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Planning & Engineering

4000 Stuart Andrew Boulevard
Charlotte, North Carolina 28217
P.O. Box 11386 28220-0386
(704) 527-6626 Fax 527-9640

SCALE: 1" = 40'

PHYSICAL SURVEY
of
30425 CAMDEN LANE
INDIANLAND TOWNSHIP, LANCASTER COUNTY, S.C.

LOT 718 BLOCK _____ MAPBOOK *2004 PAGE *333
SUBDIVISION _____ REVISION PHASE 16 MAP 3 and REVISION PHASE 16 MAP 2
DEED REFERENCE: _____

for
SCOTT and JACQUELINE BUTLER

SURVEYED: J.K. ROSSITER DATE: 10-23-06 REV: 0
DRAWN: S.B. McCARN UPDATE: _____

SEAL

JOB# W8H71803 FILE# LAN

SECURITY UNIONWBH-718-03SURVEYOR'S INSPECTION REPORT

THIS IS TO CERTIFY, that I have made an accurate survey of the premises standing in the name of:
John Wieland Homes
Situatd at *Indianland Township* *Lancaster* County, *South Carolina*

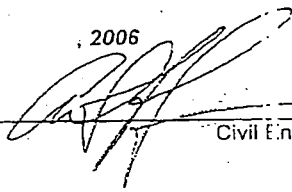
Known as Street Numbers *30425 CAMDEN LANE*
And shown on the accompanying survey entitled: *Physical Survey*

I made careful personal inspection of said premises and of the building located thereon at the time of making such survey, and from such inspection I found: *John Wieland Homes*
To be in possession of said premises as Owner

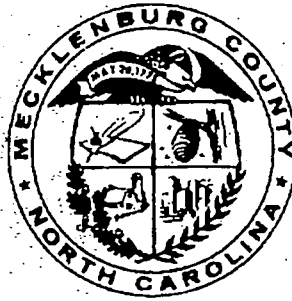
I further certify as to the existence or non-existence of the following:

- 1) Rights of way, old highways or abandoned roads, lanes or driveways, drains sewer or water pipes over and across said premises: *Drainage easement as shown on plat*
- 2) Springs, streams, rivers, drainage ditches, ponds or lakes located, bordering on or running through said premises:
Wetlands as shown on plat.
- 3) Cemeteries or family burying grounds located on said premises: *None*
- 4) Telephone, telegraph or electric power poles, wires or lines, and pipe lines of every character, or railroad lines, located on or crossing said premises: Possible *Underground utility lines across Front.*
- 5) Disputed boundaries or encroachments. (Specify definitely whether buildings on surveyed premises encroach upon adjoining properties and whether buildings on adjoining properties encroach upon surveyed premises):
None
- 6) Are there indications of building construction, alterations or repairs within recent months?: *Yes*
- 7) Description of present improvements: *Two Story Single Family Dwelling*
- 8) Building or possession lines (In case of city or town property specify definitely as to whether or not walls are independent walls or party walls and as to all easements of support or "beam rights." In case of county property report as to fence lines.): *Monumentation as shown on plat*
- 9) Any changes in street lines either completed or officially proposed: *Not Reviewed by Me*
(a) Are there indication of recent street or sidewalk construction or repairs?: *None*
- 10) If any zoning or municipal regulations affect the use of the survey premises, do the improvements on the premises and the use made of them comply with such?: *Not Reviewed by Me*
- 11) If the surveyed premises are subject to covenants, do the improvements, use and occupancy comply with such?
(If premises are subject to restrictive covenants, have the examining attorney furnish you a verbatim copy of them.)
Not Reviewed by Me

Dated at this *23rd* day of *October* , 2006



Civil Engineer or Land Surveyor



FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2004 AUG 16 01:54 PM
BK: 42 PG: 81-82 FEE: \$21.00

INSTRUMENT # 2004177411



2004177411

JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 08/16/2004 01:54 PM
Book: MAP 42 Page: 81-82
Document No.: 2004177411
MAP/R 2 PGS \$21.00
Recorder: TERESITA BYRUM



2004177411



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

.....
Filed For Registration: 11/08/2006 09:45 AM
Book: RE 21330 Page: 814-816
Document No.: 2006233111
DEED 3 PGS \$17.00
Recorder: LYVANH PHETSARATH



2006233111

FOR REGISTRATION JOHN H. WILSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 NOV 28 09 49 AM
BK 21330 PG 214-216 FEE 317.00
INSTRUMENT # 2006233111
2006233111

Excise Tax -0-

Recording Time, Book and Page

Tax Lot Number Out of 200-41-03,04,06,08,09 Parcel Identifier Number

Verified by _____ County on the _____ day of _____ 20____
by _____

Mail after recording to GRANTEE

This instrument was prepared by JOHN WIELAND HOMES AND NEIGHBORHOODS OF THE CAROLINAS, INC

Brief description for the Index: Lot 718 of Bridgehampton Subdivision

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of October, 2006 by and between

GRANTOR	GRANTEE
JOHN WIELAND HOMES AND NEIGHBORHOODS OF THE CAROLINAS, INC., f/a JOHN WIELAND HOMES AND NEIGHBORHOODS OF NORTH CAROLINA, INC. f/a JOHN WIELAND HOMES OF NORTH CAROLINA, INC., a Georgia corporation	Scott L. Butler and wife, Jacqueline Butler 10245 Camden Lane Fort Mill, SC 29715

The designation Grantor and Grantee as used herein shall include said parties their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____ Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEING all of Lot 718 of Bridgehampton Subdivision, Phase 10, Map 3 as shown on plat recorded in Book 42 at Page 81 in the Mecklenburg County Public Registry.

The property herein above described was acquired by Grantor by instrument recorded in _____

A map showing the above-described property is recorded in Map Book/Plat Cabinet 42, page/file 81.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions herein stated. Title to the property herein above described is subject to the following:

All such valid and enforceable easements and restrictions which may appear of record and the lien of ad valorem taxes for the current year which the Grantee hereby assumes and agrees to pay.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be affixed by authority of its Board of Directors, the day and year first above written.

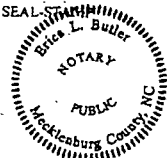
JOHN WIELAND HOMES AND NEIGHBORHOODS OF THE CAROLINAS, INC., _____ (Seal).

By: John D. Feezor _____ (Seal)
Vice President

Attest: Michelle L. Butler _____ (Seal)
Assistant Secretary (Corporate Seal)

SEAL-STAMP NORTH CAROLINA, _____ County.
I, a Notary of the _____ County and State aforesaid certify that
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official stamp or seal, this _____ day of October, 2006.

My commission expires: _____ Notary Public



NORTH CAROLINA, MECKLENBURG County.
I, a Notary Public of the County and State aforesaid, certify that Michelle L. Butler,
personally came before me this day and acknowledge that he/she is Assistant Secretary of
JOHN WIELAND HOMES AND NEIGHBORHOODS OF THE CAROLINAS, INC. a
Georgia corporation, and that by authority duly given and as the act of the corporation, the
foregoing instrument was signed in its name by John D. Feezor, its Vice President, sealed
with its corporate seal and attest by himself/herself as its Assistant Secretary.

Witness my hand and official stamp or seal, this 20th day of October, 2006.

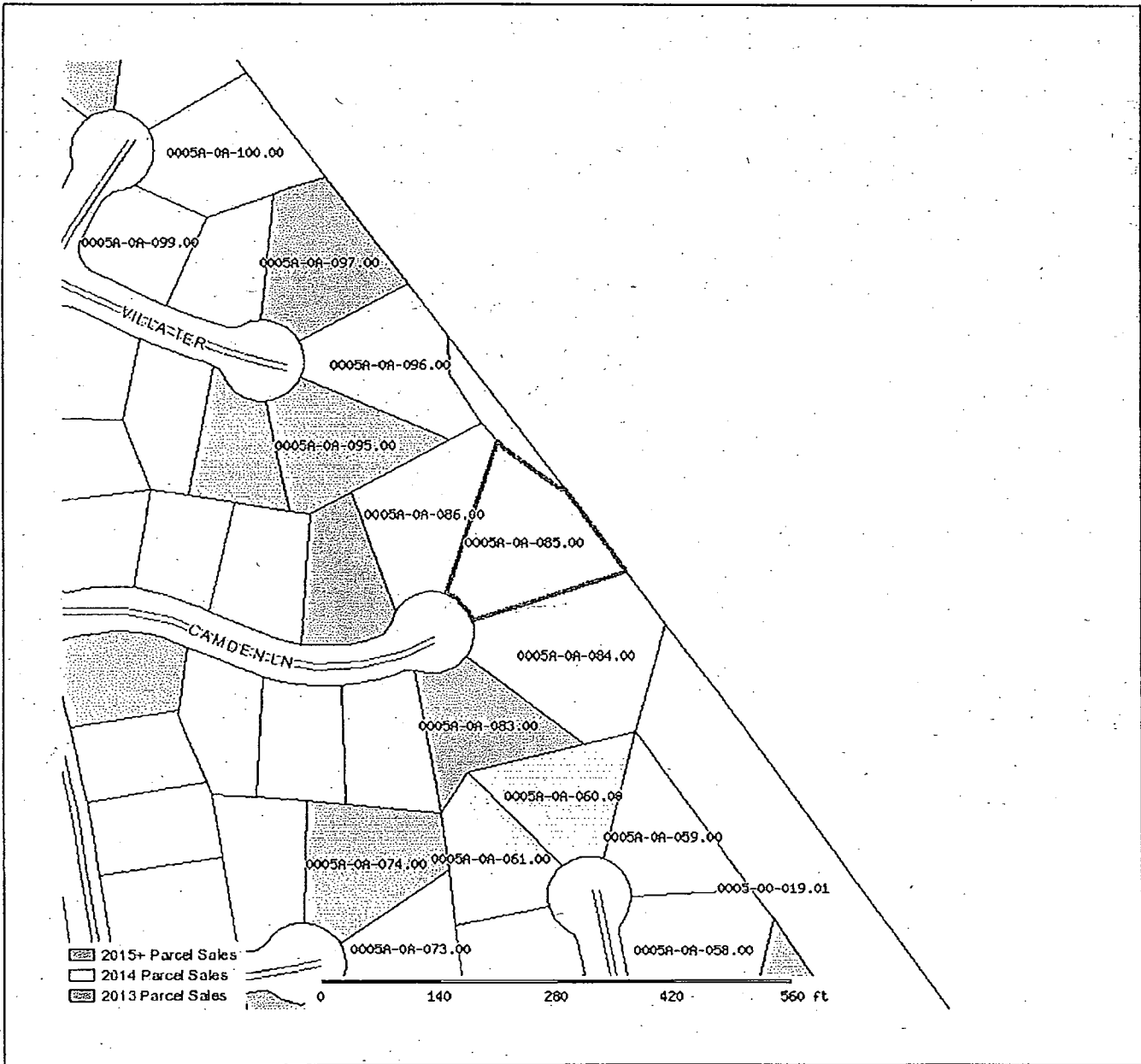
My commission expires: July 27, 2011 Erika L. Butler Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR _____ COUNTY

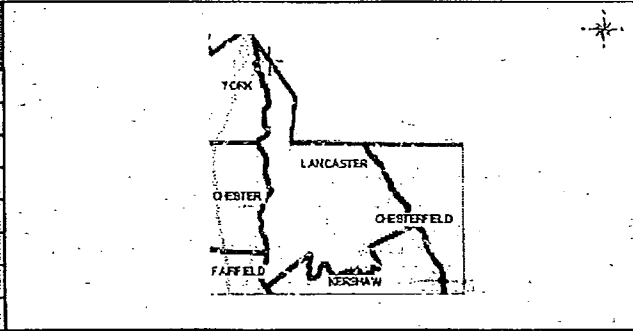
By _____ Deputy/Assistant - Register of Deeds.



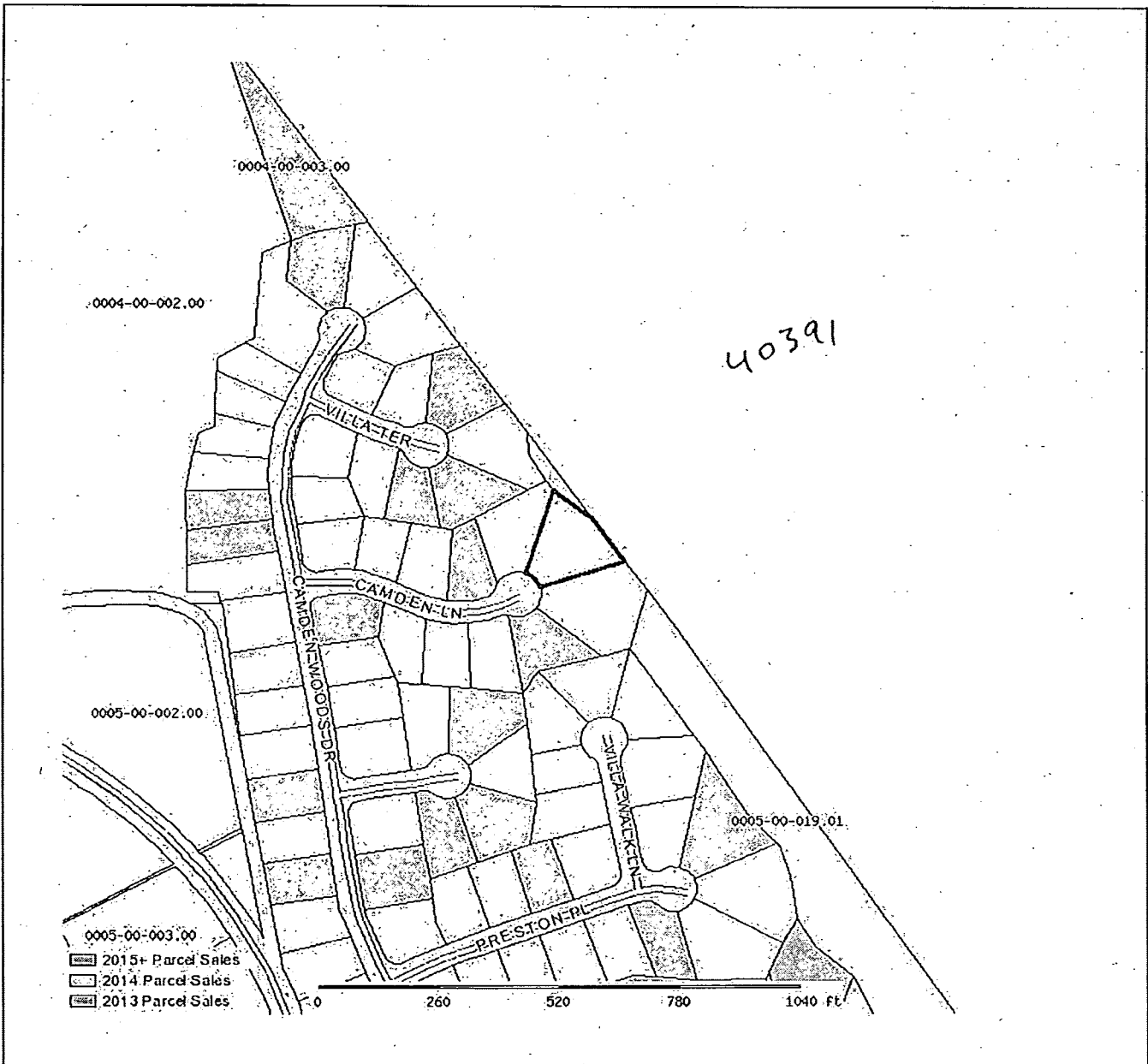
Lancaster County Assessor

Parcel: 0005A-0A-085.00 Acres: 0.55

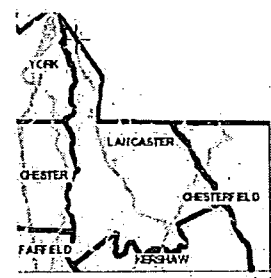
Name:	BUTLER SCOTT L & JACQUELINE	Land Value	\$50,000.00
Site:	30245 CAMDEN LN	Improvement Val	\$433,100.00
Sale:	\$5691,794 on 10-2006 Vacant=Qual=1	Accessory Value	\$0.00
Mail:	30245 CAMDEN LANE INDIAN LAND, SC 29707	Total Value	\$483,100.00



The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
Date printed: 04/21/16 : 12:48:31

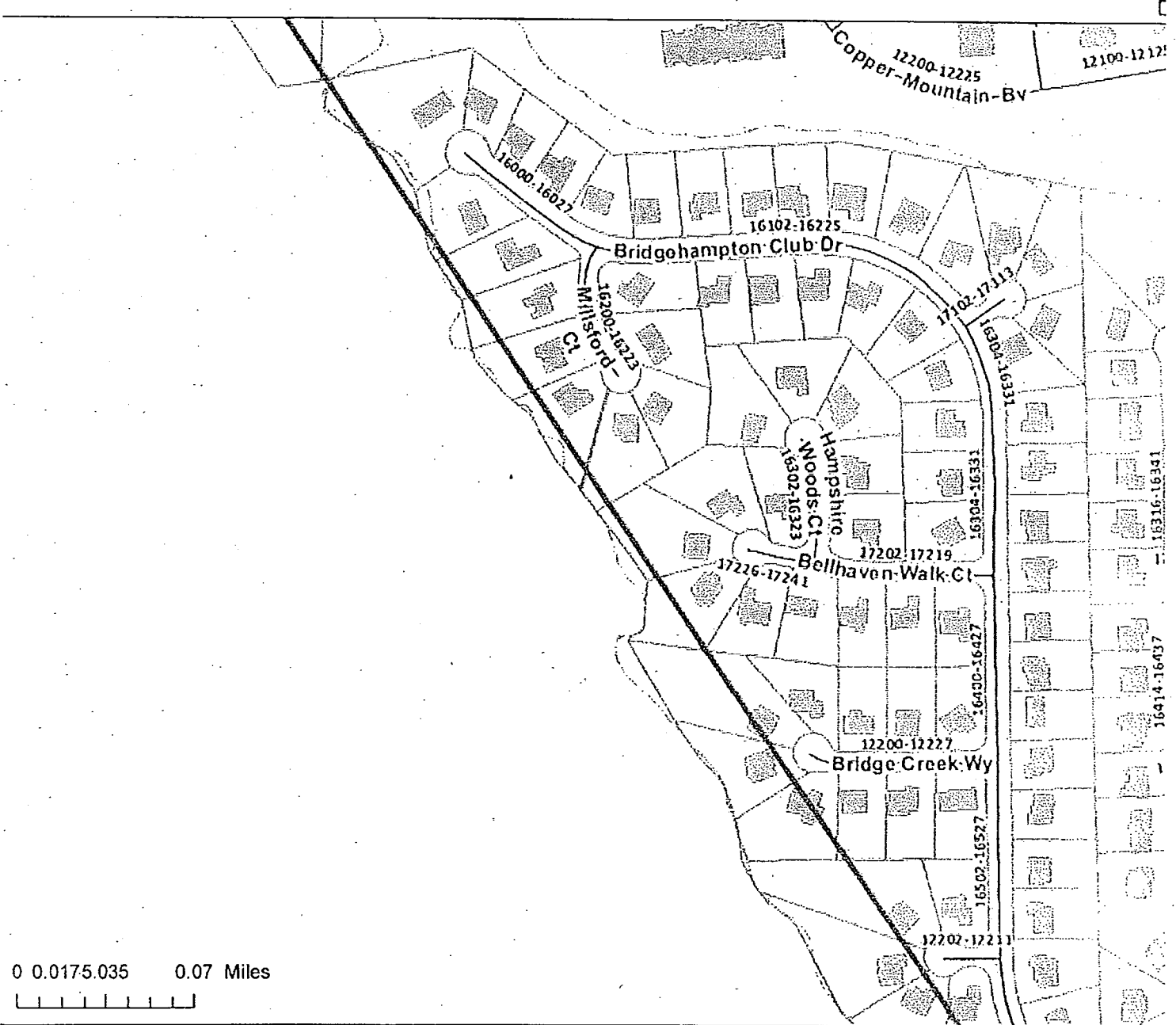


Lancaster County Assessor			
Parcel: 0005A-0A-085.00 Acres: 0.55			
Name	BUTLER SCOTT L & JACQUELINE	Land Value	\$50,000.00
City	30245 CAMDEN LN.	Improvement Val	\$433,100.00
State	\$\$\$691,794 on 10-2006 Vacant= Qual=1	Accessory Value	\$0.00
Map	30245 CAMDEN LANE INDIAN LAND, SC 29707	Total Value	\$483,100.00



The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
 Date printed: 04/21/16 11:56:34

Polaris 3G Map – Mecklenburg County, North Car



This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planime users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County responsibility for the information contained herein.

LANCASTER COUNTY ASSESSORS OFFICE

Search Sales In Area <small>Search Sales In Neighborhood</small>	Previous Parcel	Next Parcel	Return to Main Search Page	Lancaster Home
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Owner and Parcel Information

Owner Name	BUTLER SCOTT L & JACQUELINE	Today's Date	April 21, 2016
Mailing Address	30245 CAMDEN LANE INDIAN LAND, SC 29707	Parcel Number	0005A-0A-085.00 (Account#:79358)
Location Address	30245 CAMDEN LN	Millage Group	County (01)
Property Usage	Qualified Residential (QR)	Plat Book/Page	2004 / 0339
Homestead	No	Lot # / Block #	718 /
Legal Description	47X196X94X127X182	Land Size	1 AC
		Parcel Map	Show Parcel Map

Value Information

Year	Land Value	Building Value	Yard Item Value	Total Market Value	Ag Credit	Taxable Land Value	Total Taxable Value	Capped Taxable Value	Total Assessment
2015	\$ 50,000	\$ 433,100	\$ 0	\$ 483,100	\$ 0	\$ 50,000	\$ 483,100	NA	19,324
2014	\$ 50,000	\$ 433,100	\$ 0	\$ 483,100	\$ 0	\$ 50,000	\$ 483,100	NA	19,324
2013	\$ 50,000	\$ 433,100	\$ 0	\$ 483,100	\$ 0	\$ 50,000	\$ 483,100	NA	19,324
2012	\$ 50,000	\$ 433,100	\$ 0	\$ 483,100	\$ 0	\$ 50,000	\$ 483,100	NA	19,324
2011	\$ 50,000	\$ 433,100	\$ 0	\$ 483,100	\$ 0	\$ 50,000	\$ 483,100	NA	19,324

Land Information

Land Use	Land Code	Number Units	Unit Type	Land Type	Frontage	Depth	Notes
Qualified Residential (QR)	1	1	LOT	P			

Building Information

Style	Gross Sq Ft	Finished Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built	Photo
Single Family Dwelling	5,747	4,761	2 Story	NULL	Wood Siding with 25% Brick	2006	2006	Building Images
Foundation	Roof Type	Roof Coverage	Flooring Type	Heating Type	Bathrooms	Grade	Number Fire Pl	Sketch
Perim Foot	HIP	Composition	Hardwood with 20% Hard Tile	Reverse Cycle Pump	3.5	A	0	Sketch Building 1

Miscellaneous Information

Building Type	Quantity	Units	Year Built
No miscellaneous information available for this parcel.			

Sales Information

QR Book/Page	Sale Date	Sale Price	Instrument	Qualification	Vacant/Improved	Grantor	Grantee
364/104	2006-10-31	\$ 691,794	DEED (DEED)	SOLD DOES NOT MATCH APPRAISAL RECORD (1)	Improved	JOHN WIELAND HOMES OF NC INC,	BUTLER SCOTT L & JACQUELINE
0212/0131	2002-11-20	\$ 5		PROPERTY SPLITS (9R)	Vacant	JOHN WIELAND HOMES OF NC INC	

Search Sales In Area	Previous Parcel	Next Parcel	Return to Main Search Page	Lancaster Home
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The Lancaster County Tax Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: April 17, 2016

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

William C. Tindal, Special Referee

Appellate Case No. 2016-000744

RECEIVED

JUN 23 2016

SC Court of Appeals

New York Community Bank,

Respondent,

v.

Scott L. Butler; Jacqueline Butler; Mortgage Electronic Registration
Systems, Inc., as nominee for Northstar Mortgage Group, LLC; and
LVNV Funding, LLC,

Of Whom Scott L. Butler and Jacqueline Butler are the


Appellants.

PROOF OF SERVICE

I certify that I have served the *Respondent's Return to Appellant's Petition for Supersedeas* by depositing a copy of same in the United States Mail, postage prepaid, on June 20, 2016, addressed to Appellants' counsel of record, Bridget D. Swing, P.O. Box 8246, Greenville, South Carolina 29604 and William Jeffrey Barnes, 1515 North Federal Highway, Suite 300, Boca Raton, Florida 33232.

Bridget D. Swing, Esquire
P.O. Box 8246
Greenville, South Carolina 29604

William Jeffrey Barnes, Esquire
1515 North Federal Highway, Suite 300
Boca Raton, Florida 33232


Magalie A. Creech (SC Bar 78855)
FINKEL LAW FIRM LLC
Post Office Box 41489
Charleston, South Carolina 29423
Telephone: (843) 577-5460
Facsimile: (866) 800-7954
mcreech@finkellaw.com
Attorney for Respondent

June 20, 2016



MAGALIE A. CREECH
MCREECH@FINKELLLAW.COM

REPLY TO:
CHARLESTON LITIGATION

June 20, 2016

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

RECEIVED
JUN 23 2016
SC Court of Appeals

RE: New York Community Bank v. Scott Butler, et al.
Appellate Case No.: 2016-000744
Our File No.: 67860.46946

Dear Ms. Kitchings:

Enclosed for filing is the original and one copy of *Respondent's Return to Appellants' Petition for Supersedeas* and related *Proof of Service* in the above-referenced case. We kindly ask you to file the original and return the filed copy to our office the enclosed return envelope.

Should you have any questions concerning this matter, please do not hesitate to contact our office at your earliest convenience.

With kind personal regards, we are

Yours very truly,

FINKEL LAW FIRM



Magalie A. Creech

CC: Bridget Swing, Esq.
William Jeffrey Barnes, Esq.

COLUMBIA
1201 Main Street, Suite 1800
Post Office Box 1799 (29202)
Columbia, SC 29201
Tel: (803) 765-2935
Fax: (803) 252-0786

CHARLESTON
Litigation, Real Estate &
REO
4000 Faber Place Drive, Suite 450
Post Office Box 41489 (29423)
North Charleston, SC 29405

CHARLESTON
Foreclosure
4000 Faber Place Drive, Suite 450
Post Office Box 71727 (29415)
North Charleston, SC 29405
Tel: (843) 577-5460



U.S. POSTAGE >> PITNEY BOWES



ZIP 29405 \$ 006.45⁰
02 1W
0001399679 JUN. 20. 2016.

FINKEL
LAW FIRM LLC

P.O. Box 41489
Charleston, SC 29423

DFB/MAC

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

RECEIVED
JUN 23 2016
SC Court of Appeals

