

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Cheryl Graham, Clerk of Court

Case No. 2016-CP-18-1273

Tracy Ramey,

Respondent,

v.

Laura A. Lehr,

Appellant.

PETITION FOR ORDER OF BOND TO STAY EXECUTION ON APPEAL

Respondent Tracy Ramey, (hereinafter referred to as "Respondent"), by and through her undersigned counsel, hereby moves that this Court dismiss Appellant Laura A. Lehr's appeal based on Appellant's failure to promptly provide a signed undertaking and amounts due in accordance with S.C. Code of Laws § 27-40-800(b), or that in the alternative, this Court issue a bond to stay ejection on appeal Pursuant to S.C. Code of Laws § 27-40-800(f). Respondent requests that this Court order Appellant Laura A. Lehr, (hereinafter referred to as "Appellant"), to undertake and to actually pay an initial bond of stay within five (5) days in the amount of thirteen hundred and eighty dollars (\$1,380.00) and order that Appellant adhere to such bond and continue to pay her rent in the amount of nine-hundred and eighty dollars (\$980.00) on the first of each month.

RECEIVED
AUG 15 2016
SC Court of Appeals

Respondent requests that this Court order that Pursuant to S.C. Code of Laws § 27-40-800(e), Appellant's failure to post and adhere to the bond at all times will result in an automatic dismissal with prejudice of Appellant's appeal from the Dorchester County Magistrate Court's Order.

The amount of initial bond requested (\$1,380.00) constitutes amounts owed and currently past due. A copy of the signed lease agreement stipulating rent amounts and due date is affixed hereto as "Exhibit A." A copy of Judge Patton's Order dissolving the stay of execution for Defendant's failure to provide the appeal bond is also affixed hereto as "Exhibit B." Respondent previously had to petition the bankruptcy court from relief from an automatic stay in order to proceed with an eviction against Appellant. An order from the bankruptcy court granting Respondent relief from the automatic stay is affixed hereto as "Exhibit C". Appellant continuously refuses to pay rents owed in full and on time. Appellant has not paid rent for the month of August and is past due three hundred and fifty dollars (\$350.00) from July 2016 rent and has incurred a fifty dollar (\$50.00) late charge for August.

S.C. Code of Laws § 27-40-800(b) indicates that it is the Appellant's responsibility to provide an undertaking in order to stay execution on appeal and to pay rents in the amount determined by the Magistrate. Magistrate Patton determined that rent was due in the amount of nine-hundred and eighty dollars (\$980.00) on the first (1st) day of each month pursuant to the signed lease agreement (affixed hereto as "Exhibit A"). To date, Appellant has failed to provide such an undertaking and has failed to pay rent for the current month. As such, Respondent hereby requests that Appellant's appeal be automatically dismissed with prejudice.

In the alternative, Respondent hereby requests that this Court order that Appellant pay bond in the amount of thirteen hundred and eighty dollars (\$1,380.00) for amounts currently past due within five (5) days of this motion being adjudicated. Respondent additionally requests that the

Court order Appellant's appeal to be automatically dismissed with prejudice in the event that Appellant fails to pay rents on time according to her lease throughout the duration of this appeal.

Respectfully Submitted,



M. Chase Payne (100205)
Payne Law Firm, LLC
280 Seven Farms Drive, Suite A
Daniel Island, SC 29492
Phone: (843)-606-5700

Daniel Island, South Carolina
10 August, 2016

EXHIBIT A

Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space _____ MP _____. The parking fee for this space (if applicable is \$ _____ monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

10. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

15. **HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

18. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

- Lead Based Paint Disclosure Form
- EPA Pamphlet

27. **ADDITIONS AND/OR EXCEPTIONS**

28. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at 3003 NORTH ST Beaufort SC 29902

29. **INVENTORY:** The premises contains the following items, that the RESIDENT may use.
Dishwasher, Stove, Fridge, Ladder

30. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)

- Keys #of keys and purposes _____
- House Rules Pet Agreement Other _____

31. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature *Laura Leh* Date 12-12-15

RESIDENT'S Signature _____ Date _____

OWNER'S or Agent's Signature *Tracy Ramsey* Date 12-12-15

(No representation is made as to the legal validity or the adequacy of any provision in this Agreement. If you desire legal advice, consult your attorney.)

EXHIBIT B

FORM 4

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

JUDGMENT IN A CIVIL CASE
 CASE NUMBER 2016CP1801273

✓ Tracy Ramey 2016 AUG -1 PM 3:32 Laura Lehr

PLAINTIFF(S) CHERYL DEFENDANT(S)
 CLERK OF COURT Attorney for: Plaintiff Defendant
 DORCHESTER COUNTY Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Cheryl Neuham
 Clerk of Court

2099
 Judge Code

8/1/2016
 Date

For Clerk of Court Office Use Only

This judgment was entered on 8/1/2016, and a copy mailed first class or placed in the appropriate attorney's box on 8/1/2016, to attorneys of record or to parties (when appearing pro se) as follows:

Tracy Ramey 3003 North St Beaufort, SC 29902

Laura Lehr 9 Duchess Ct Summerville, SC 29485

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Cheryl Graham
Cheryl Graham - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

*cc: Summerville Mag. Ct
via email 8/1/16*

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF DORCHESTER

CASE NO: 2016-CV-181030-2778
Ref. 2016-CP-18-1273

TRACY RAMEY

Plaintiff/Landlord,

vs.

LAURA LEHR

Defendant/Tenant.

ORDER
DISMISSING APPEAL

2016 AUG -1 PM 3:32
RECORDED
CLERK OF COURTS
DORCHESTER COUNTY

It appears from the record that the Defendant/Tenant filed an appeal to the Circuit Court on JUNE 17, 2016 from the Application for Ejectment filed in the Magistrate's Court by Plaintiff/Landlord. Thereafter, pursuant to S.C. Code §27-40-800, the Magistrate Court held a Bond to Stay Execution on Appeal hearing on JULY 28, 2016.

Based upon the Affidavit of the Plaintiff/Landlord, it now appears that the Defendant/Tenant failed to provide the appeal bond in the amount fixed by the presiding Magistrate.

Now, therefore, and pursuant to S.C. Code §27-37-130, the stay of execution shall dissolve, and the appeal by the Defendant/Tenant to the Circuit Court is hereby dismissed.

The Magistrate Court may issue a Writ of Ejectment, and the Dorchester County Sheriff's Office may dispossess the Defendant/Tenant.

AND IT IS SO ORDERED this 1st day of August, 2016.

K. Patton
Presiding Magistrate

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

Tracey Ramey)
Plaintiff)

Versus)

Laura Lehr)
Defendant)

COMMON PLEAS CASE NO.
2016-CP-18-1273

AFFIDAVIT OF
VICTORIA N. SMITH

2016 AUG - 1 PM 3:32
CLERK OF COURT
DORCHESTER COUNTY

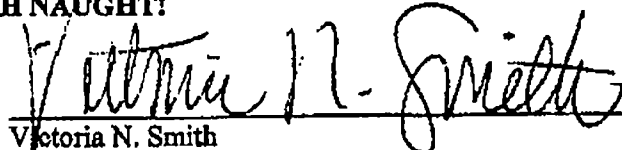
COMES NOW, Victoria N. Smith, being duly sworn states as follows;

1. For purposes of identification, I, Victoria N. Smith, am over the age of eighteen years and am an associate attorney with Payne Law Firm, LLC. I am a resident of Berkeley County, State of South Carolina, and make this statement and Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of my knowledge.
2. Payne Law Firm, LLC represents Tracey Ramey, the Plaintiff.
3. On Thursday, July 28, 2016, Judge Patton set bond in the amount of eight hundred and fifty dollars (\$850.00), to be paid by 12:00 PM NOON on Friday, July 29, 2016 by Laura Lehr to our office located at 280 Seven Farms Drive, Suite A, Daniel Island, South Carolina 29492.
4. Judge Patton ordered that Laura Lehr's appeal would be dismissed if the bond was not paid by the aforementioned deadline.
5. Laura Lehr did not pay the bond nor did she send anyone on her behalf to pay the bond.
6. Our office has not received the bond.

FILLED AUG 01 2016

7. Our office respectfully requests that the Court dismiss Laura Lehr's appeal in order for Plaintiff to proceed with eviction.

FURTHER AFFIANT SAYETH NAUGHT!


Victoria N. Smith

SWORN to before me this 1 day of August 2016

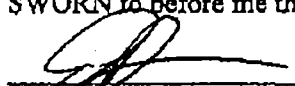

Notary Public for South Carolina
My Commission Expires: 10/1/2016

EXHIBIT C

**U.S. BANKRUPTCY COURT
District of South Carolina**

Case Number: **14-02169-jw**

ORDER RE: 362 RULING FROM COURT

The relief set forth on the following pages, for a total of 2 pages including this page, is hereby ORDERED.

FILED BY THE COURT

07/15/2016



Entered: 07/15/2016

US Bankruptcy Judge
District of South Carolina

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

David Ashley Lehr and Laura Ann Lehr

Debtor(s).

C/A No. 14-02169-jw

Chapter 13

**ORDER GRANTING RELIEF FROM
AUTOMATIC STAY**

This matter comes before the Court pursuant to the motion of Creditor Tracy Ramey ("Movant"), which seeks relief from the automatic stay in this case. According to the Affidavit of Counsel, no objection to the requested relief was filed by Debtor(s) or the Trustee and one is not expected. It appearing that the motion should be granted, it is therefore

ORDERED that relief from the automatic stay is granted as to the property described as 9 Duchess Court in Summerville, South Carolina and that Movant may proceed with its state court remedies against the property, including sending any required notice to Debtor(s). The Movant has agreed to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order, and has further agreed that any funds realized in excess of all liens, costs, and expenses will be paid to the Trustee;

IT IS FURTHER ORDERED that:

- Based upon Debtor(s)' failure to object to Movant's request regarding the Fed. R. Bankr. P. 4001(a)(3) stay, this order is effective immediately.
- Pursuant to Fed. R. Bankr. P. 4001(a)(3), this order is stayed until the expiration of 14 days after its entry.

AND IT IS SO ORDERED.

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 7/30/2016
 Closing Date 7/30/2016
 Disbursement Date 8/4/2016
 Settlement Agent Fidelity National Agency
 File # ST8891
 Property 5911 Steward Street
 Hanahan, SC 29410

Appraised Prop. Value \$363,400

Transaction Information

Borrower Richard Hernandez
 5911 Steward Street Unit #11
 Hanahan, SC 29410
 Lender Capital Bank, N.A.

Loan Information

Loan Term 30 years
 Purpose Refinance
 Product Fixed Rate
 Loan Type Conventional FHA
 VA
 Loan ID # 70024689
 MIC # 19-19-6-0489240

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$307,149	NO
Interest Rate	2.750 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,253.91	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments	Years 1-30	
Payment Calculation		
Principal & Interest		\$1,253.91
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase over time</i>	+	265.22
Estimated Total Monthly Payment		\$1,519.13
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$318.22 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: HOA <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? YES YES NO

Costs at Closing		
Closing Costs	\$5,825.74	Includes \$2,916.89 in Loan Costs + \$3,741.22 in Other Costs - \$832.37 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$3,288.66	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i> <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower



Closing Cost Details

Loan Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
A. Origination Charges			
01 % of Loan Amount (Points)			
02			
03			
04			
05			
06			
07			
08			
B. Services Borrower Did Not Shop For			
		\$1,581.89	
01 Credit Report to CREDIT PLUS	\$41.53		
02 Flood Certification to CoreLogic	\$12.25		
03 VA Funding Fee to VA	\$1,528.11		
04			
05			
06			
07			
08			
09			
10			
C. Services Borrower Did Shop For			
		\$1,335.00	
01 Title - Closing Fee to Swan Title Corporation	\$500.00		
02 Title - Lender's Title Insurance to Fidelity National title Insurance	\$600.00		
03 Title - Title Exam to Swan Title Corporation	\$235.00		
04			
05			
06			
07			
08			
D. TOTAL LOAN COSTS (Borrower-Paid)			
Loan Costs Subtotals (A + B + C)		\$2,916.89	
Other Costs			
E. Taxes and Other Government Fees			
		\$41.00	
01 Recording Fees Deed: Mortgage: \$41.00	\$41.00		
02			
F. Prepays			
		\$1,313.24	
01 Homeowner's Insurance Premium (12 mo.) to USAA			\$989.66
02 Mortgage Insurance Premium (mo.)			
03 Prepaid Interest (\$23.14 per day from 8/4/16 to 8/1/16)	-\$69.42		
04 Property Taxes (mo.)			
05 Flood Insurance (12 mo.) to USAA			\$393.00
G. Initial Escrow Payment at Closing			
		\$2,386.98	
01 Homeowner's Insurance \$82.47 per month for 12 mo.	\$989.64		
02 Mortgage Insurance per month for mo.			
03 Property Taxes \$150.00 per month for 9 mo.	\$1,350.00		
04 Flood Insurance \$32.75 per month for 12 mo.	\$393.00		
05			
06			
07			
08 Aggregate Adjustment	-\$345.66		
H. Other			
01			
02			
03			
04			
05			
06			
07			
08			
I. TOTAL OTHER COSTS (Borrower-Paid)			
Other Costs Subtotals (E + F + G + H)	\$2,358.56	\$1,382.66	
J. TOTAL CLOSING COSTS (Borrower-Paid)			
Closing Costs Subtotals (D + I)	\$5,275.45	\$1,382.66	
Lender Credits	-\$832.37		



Payoffs and Payments

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01 AMERIHOM MTG CO, LLC	\$305,994.58
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
K. TOTAL PAYOFFS AND PAYMENTS	\$305,994.58

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$307,149.00	\$307,149.00	NO
Total Closing Costs (J)	-\$4,456.00	-\$5,825.74	YES · See Total Loan Costs (D) and Total Other Costs (I).
Closing Costs Paid Before Closing	\$0	\$1,382.66	YES · You paid these Closing Costs before closing.
Total Payoffs and Payments (K)	-\$306,209.00	-\$305,994.58	YES · See Payoffs and Payments (K).
Cash to Close	\$3,516.00	\$3,288.66	
	<input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	<input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$1,154.42



Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 4% of the payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
5911 Steward Street Unit#11, Hanahan, SC 29410

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$2,917.42	Estimated total amount over year 1 for your escrowed property costs: <i>Property Taxes, Homeowner's Insurance, Flood Insurance</i>
Non-Escrowed Property Costs over Year 1	\$583.00	Estimated total amount over year 1 for your non-escrowed property costs: <i>HOA Dues</i> You may have other property costs.
Initial Escrow Payment	\$2,386.98	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$265.22	The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.



Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$454,254.42
Finance Charge. The dollar amount the loan will cost you.	\$146,228.89
Amount Financed. The loan amount available after paying your upfront finance charge.	\$305,178.06
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	2.800 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	46.944 %

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no-additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name	Capital Bank, NA		Fidelity National Agency Solutions
Address	One Church Street, Ste 300 Rockville, MD 20850		6500 Pinecrest Dr, Suite 600 Baltimore, MD 75024
NMLS ID	401599		
SC License ID			51586
Contact	Wendy Melissa Lee		Dina Quattrocche
Contact NMLS ID	356708		
Contact SC License ID			
Email	wlee@capitalbankmd.com		dina@swantitle.com
Phone	240-669-2426		443-308-4353

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature _____

Date _____



Addendum to Closing Disclosure

This form is a continued statement of final loan terms and closing costs.

Settlement Agent Fidelity National Agency Solutions

Property 5911 Steward Street Unit#11
Hanahan, SC 29410



STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

CERTIFICATE OF SERVICE
CASE NO. 2016-CP-18-1273

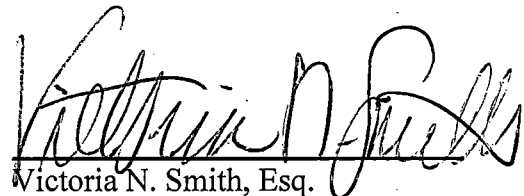
I hereby certify that I have mailed a copy of the attached Respondent's Petition for Order of Bond to Stay Execution on Appeal (with exhibits) by placing said document(s) in an envelope, properly addressed, postage prepaid, and depositing said envelope in the United States postal mail on August 10, 2016 to the Appellant at the following address:

Laura Ann Lehr
9 Duchess Ct.
Summerville, SC 29485

RECEIVED

AUG 15 2016

SC Court of Appeals



Victoria N. Smith, Esq.
280 Seven Farms Drive, Suite A
Daniel Island, SC 29492
(p) (843) 606-5700
(f) (877) 683-6017
victoria@paynelawoffice.com

PAYNE LAW FIRM, LLC

280 Seven Farms Drive • Suite A • Daniel Island • South Carolina • 29492
PHONE (843) 606-5700 • FAX (877) 683-6017
chase@paynelawoffice.com

August 10, 2016

SENT VIA USPS MAIL

Jenny Abbott Kitchings,
Clerk of Court for S.C. Court of Appeals
P.O. Box 11629
Columbia, SC 29211

RECEIVED
AUG 15 2016
SC Court of Appeals

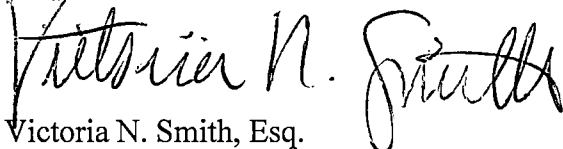
RE: Case No. 2016-CP-18-1273

Dear Clerk:

Enclosed herewith please find an original and two copies of Respondent's Petition for Order of Bond to Stay Execution on Appeal. Please file and return the clocked-in copies to our office in the prepaid postage self-addressed envelope provided herewith.

If you have any questions, please do not hesitate to contact my office.

Respectfully,


Victoria N. Smith, Esq.

Enclosures: as stated

cc: Laura Lehr, Appellant

Payne Law Firm, LLC
280 Seven Farms Drive, Suite A
Daniel Island, SC 29492

RECEIVED

AUG 15 2016

SC Court of Appeals

Clerk of Court
S.C. Court of Appeals
P.O. BOX 11629
Columbia, SC 29211

