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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals
APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
Marvin H. Dukes, III

Master in Equity and Circuit Court Judge

Case No. 2011-CP-07-01778

Appellate Case No. 2014-002712

BENJAMIN GECY Appellant,

v.

SOUTH CAROLINA BANK & TRUST, JAIME HAMNER
and DEBORAH HAMNER Respondents.

RECORD ON APPEAL

VOLUME IV

(Pages 661 to 877)

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JAIME HAMNER and DEBORAH
HAMNER

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Did you sign one of those for the 16
3 Tuscarora purchase?

4 A Not that I'm aware.

5 Q Could you have signed one of those?

6 A If it was in my loan package I could
7 have. I don't recognize the document.

8 Q If it was required by the VA and you
9 closed -- you did close on a VA loan on
10 Tuscarora, correct?

11 A Correct.

12 Q If the VA required that document right
13 there, do you think you would have been
14 obligated to sign it for the VA guidelines?

15 A If it was a requirement.

16 Q Okay.

17 A Yes.

18 Q Okay, all right. What rate did you get
19 on the Tuscarora property, interest rate?

20 A Five something. Just a guess. I don't
21 know the exact rate.

22 Q And that was a VA mortgage, 30-year
23 fixed?

24 A Yes.

25 Q So, in summary of everything we've been

1 GECY - HAMNER (DIRECT EXAMINATION)

2 talking about, so far, in the Meridith Lane, I
3 think we've isolated it down to the road
4 maintenance agreement, final condition for the
5 loan, didn't get fulfilled, therefore, it's your
6 testimony the loan couldn't close because of
7 that?

8 MR. HOLLOWAY: Objection to the
9 form.

10 BY MR. GECY:

11 Q Answer the question, please.

12 A It was my understanding that there were
13 those two things but the final, when it was told
14 to me when this was -- when we were out of
15 contract was the road maintenance agreement.
16 The appraisal issue just never resurfaced to me.
17 I don't know if it was ever supposed to be told
18 to me again.

19 Q Okay.

20 A So I can't answer or say that it's
21 solely the road maintenance because there was
22 that question but I might not have had any
23 reason to be pertinent to that conversation. I
24 don't know.

25 Q It was just a question you never

1 GECY - HAMNER (DIRECT EXAMINATION)

2 received a denial letter on -- based on the
3 appraisal though?

4 A Correct.

5 Q Okay. Mr. Gecy -- did you ever do any
6 background checking on Mr. Gecy with any of his
7 entities or regulating authorities?

8 A Did I do a background check on you?

9 No.

10 Q Okay. Did you ask any other
11 individuals or professionals about Mr. Gecy and
12 his business dealings?

13 A No. I called you on my own.

14 Q Okay.

15 A I really didn't have anybody to.

16 Q How about Doug Jacobs, did you ever ask
17 him about Benjamin Gecy or any of his companies?

18 A I don't recall I had that conversation.

19 Q Okay. How many homes did you look at
20 before signing the agreement with us at 10
21 Meridith Lane?

22 A There was one other home. Let's see,
23 you took me out to a lot in Somerset, I think it
24 was. I wasn't interested in going to another
25 community.

1 GECY - HAMNER (DIRECT EXAMINATION)

2 We were in discussions with the seven
3 acre lot and then some -- a friend of mine
4 mentioned that foreclosure that we briefly
5 looked into but didn't happen and then I think
6 that was right before we signed into the --
7 officially contracted because up to that point I
8 don't think we had a contract --

9 Q Okay.

10 A -- in our initial discussions of the
11 property.

12 Q Do you know a realtor named Chris
13 Skrip?

14 A I've seen his name.

15 Q Did you ever talk to him about selling
16 -- listing your property at 11 Southern Magnolia
17 Court with ReMax?

18 A No.

19 Q Okay.

20 A We never had a conversation. I think I
21 might have made an e-mail but he wasn't -- he
22 wasn't available. I don't know if it was
23 vacation or what but if he was available I don't
24 know if our deal would have ever occurred but he
25 was gone and I saw your listing and I got -- and

1 GECY - HAMNER (DIRECT EXAMINATION)

2 you called me back.

3 Q Yeah.

4 A And so you were the guy.

5 Q Maybe Mr. Skrip could have represented
6 you?

7 A If he was available maybe but it didn't
8 happen.

9 Q So did you know him or did you not know
10 him was the question I originally asked you?

11 A I wasn't aware you asked me that.

12 Q Do you know who Chris Skrip is?

13 A I've seen his picture on a real estate
14 either a book or a website. I don't know --

15 Q Have you ever had communications with
16 Mr. Skrip about listing or representing you on
17 11 Southern Magnolia Court?

18 A No.

19 Q How did you know that he was out of
20 town or on vacation?

21 A I think he might have responded to my
22 e-mail.

23 Q E-mail about what?

24 A When I was looking at your place I saw
25 some other nice places but we never got to go

1 GECY - HAMNER (DIRECT EXAMINATION)

2 see anything so, you know when you go onto a
3 website and they enter -- you have to enter your
4 e-mail, you're interested in something, I think
5 I did that but I never heard back.

6 Q So you were requesting assistance from
7 Mr. Skrip or information?

8 A There might have been some information
9 requests on a -- on something he had listed on a
10 website.

11 Q Okay. Now, on our previous questions I
12 was just asking you how many properties you
13 looked at before we signed the agreement. You
14 didn't mention Mr. Skrip's website and some of
15 the properties you reviewed there.

16 A I've looked at pages.

17 Q Okay.

18 A I never visited any property.

19 Q Well, that's not what I asked you.

20 A Okay.

21 Q I was asking you what you looked at --

22 A I --

23 Q -- on the internet?

24 A Misunderstood what you asked. I
25 thought you meant physically --

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Okay.

3 A -- went and looked at.

4 Q Okay.

5 A I've looked on the internet. Nothing

6 serious.

7 Q Dozen of homes?

8 A I couldn't answer that. That was a

9 long time ago.

10 Q Okay, all right.

11 (Whereupon, Plaintiff's Exhibit

12 Number 13 was marked for

13 identification.)

14 BY MR. GECY:

15 Q Tom, you guys have that in production.

16 You mind if I interrogate the witness with that?

17 MR. HOLLOWAY: Yeah, I'll be done

18 in a minute.

19 MR. WEGMANN: How about you ask

20 him questions and not interrogate him.

21 BY MR. GECY:

22 Q Look at this document right there, tell

23 me if you're familiar with that document, Mr.

24 Hamner.

25 A Yes.

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Okay. Did you instruct your attorney
3 to send that letter out?

4 A I don't think I instructed him but at
5 that time I did get him to represent me to try
6 to get back some of my deposits back.

7 Q Okay. I want to you read that letter
8 to Mr. Gecy for the record out loud and --

9 A 'Dear Mr. Gecy, I have not been
10 contacted by either you or your attorney
11 regarding the above-referenced matter in several
12 weeks.

13 Enclosed please find a summons and
14 complaint which I have prepared on behalf of Mr.
15 and Mrs. Hamner. Set forth in the complaint the
16 contracts provide for reimbursement of
17 attorney's fees and costs therefore the amount
18 of damage incurred by my client continues to
19 increase. It is our sincere hope this matter
20 can be resolved without the necessity of
21 litigation. Any offer of settlement you wish to
22 present will be forwarded to my clients and
23 given due consideration. In the event I do not
24 receive a response by July 20th 2010 I have been
25 instructed to proceed with filing suit.'

1 GECY HAMNER (DIRECT EXAMINATION)

2 Q I want you read that last sentence for
3 me. What does that say, again, for the record?

4 A In the event --

5 Q No, no.

6 A I do not receive a response by
7 July 20th 2010 I have been instructed to proceed
8 with filing suit.

9 Q Who's instructed him to file the suit?
10 Did you instruct him to file the suit?

11 MR. WEGMANN: I'll object to that.

12 BY MR. GECY:

13 Q You've got to answer the question.

14 MR. WEGMANN: No, you don't. You
15 do not --

16 MR. GECY: Are you instructing the
17 client not to answer the question?

18 MR. WEGMANN: As it relates to
19 attorney/client matters between him and
20 Mr. Hamper, yes, I am.

21 MR. GECY: Okay. Well, as it
22 relates to the letter it says I've been
23 instructed to proceed filing this suit
24 -- I've been instructed to proceed
25 with filing suit.

1 GECY - HAMNER (DIRECT EXAMINATION)

2 MR. WEGMANN: That's what it says.

3 BY MR. GECY:

4 Q Okay. Who was your attorney in that
5 transaction or excuse me, who prepared this
6 letter?

7 A I don't know who prepared it.

8 Q Who's the letter signed by?

9 A Frampton Harper.

10 Q Did Mr. -- let's get into the contents
11 of this.

12 Have you ever seen this complaint from
13 Mr. Harper or his firm has prepared? Did you
14 ever review it?

15 A I don't recall if I ever reviewed it.

16 Q Either yes or no.

17 MR. WEGMANN: He can answer the
18 question any way he chooses. It
19 doesn't have to be yes or no. I don't
20 recall is an acceptable answer.

21 BY MR. GECY:

22 Q Do you know what this document is?

23 A What is -- let me see it again. It
24 says it's a complaint.

25 Q Okay. Do you know what a complaint is?

1 GECY - HAMNER (DIRECT EXAMINATION)

2 A Not completely.

3 Q Okay. That letter right there that was
4 addressed to me and sent to me by your attorney,
5 does that sound like a threat?

6 A A threat?

7 Q Does it say if you don't pay the money
8 back I've been instructed to file this suit? Is
9 that what it says?

10 A All it talks about is attorney's fees
11 and costs. I don't think it says pay back any
12 money or else.

13 Q It asks for a settlement in the last
14 paragraph. 'Any offer of a settlement you wish
15 to present will be forwarded to my clients and
16 given due consideration. In the event I do not
17 receive a response by July 20th 2010 I've been
18 instructed to proceed with filing suit.'

19 MR. WEGMANN: Object to the form.

20 BY MR. GECY:

21 Q Did you -- did you prepare that
22 statement?

23 A No.

24 Q Okay. Did you prepare any of the
25 causes of action in the following pages of that

1 GECY - HAMNER (DIRECT EXAMINATION)

2 letter contained in the complaint?

3 A I did not prepare this document.

4 Q Okay. Have you ever seen the document?
5 The complaint?

6 A I am not sure if I have seen this
7 document.

8 Q Could your attorney have prepared that
9 on your behalf?

10 A Yes.

11 Q Okay. I want you to read Number 9
12 that's highlighted there for the record. Please
13 speak loudly so we can record it.

14 A 'At all times pertinent hereto there
15 was not a valid easement of record providing
16 access to the subject property. Said title to
17 bank rendering the title defective. Gecy
18 attempted to cure the access problem but
19 failed.'

20 Q Is that your opinion?

21 A Yes, I think that's my opinion.

22 Q Okay. I want you to read the
23 highlighted areas right there, also, please.

24 A 'Hamners proceeded with preparations to
25 close on the property. Gecy attempted to cure

1 GECY - HAMNER (DIRECT EXAMINATION)

2 the title defect during a 30-day contract
3 extension period but failed to do so.'

4 Q Is that your opinion, also?

5 A That is my opinion.

6 Q Is that accurate?

7 A I believe you attempted, so yes, that's
8 accurate.

9 Q Okay.

10 A You attempted. You didn't get one
11 signed. That would be accurate.

12 Q So I attempted to cure the title
13 defect?

14 A Yes.

15 Q What was the title defect?

16 A I'm assuming we're talking about a road
17 maintenance agreement.

18 Q Okay.

19 A We both tried to rectify that but it
20 just didn't pan out.

21 Q So you also -- is it also your
22 testimony that there was an access problem to
23 the property as stated in the complaint?

24 A -An access problem, the road maintenance
25 agreement?

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Number 10, what does that say?

3 A 'Gecy attempted to cure an access
4 problem but failed two times to provide a duly
5 executed road maintenance agreement. That
6 agreement being required by the lender as a
7 condition for the loan approval.'

8 Q Okay. Is that the title defect you're
9 talking about?

10 A I think that was the defect.

11 Q Okay. Read Number 28 for me, for the
12 record, please.

13 A 'Gecy attempted to cure the title
14 defect during the 30-day contract extension
15 period but failed to do so.

16 Q So it's your opinion that I had a title
17 problem?

18 A I don't know terminology. If that's
19 what it's called. All I know is we had that
20 road maintenance agreement problem. If that's
21 title, I don't know.

22 Q Okay. Want you to read Number 35 for
23 the record, please.

24 A 'Gecy breached the contract by not
25 obtaining a valid, fully executed road

1 GECY - HAMNER (DIRECT EXAMINATION)

2 maintenance agreement providing legal access to
3 the property.'

4 Q Do you think you need a road
5 maintenance agreement to get legal action to a
6 property?

7 A I do.

8 Q Okay.

9 A On a private road.

10 Q Okay. Read Number 46 for the record,
11 please.

12 A 'Further, the false representation was
13 not only a fraud as to Hamners but was also a
14 fraud to the lender and a violation of
15 applicable criminal statutes.'

16 Q So whoever prepared this statement is
17 accusing Mr. Gecy of a fraud, correct?

18 A That's what it says.

19 Q Those are some pretty strong
20 accusations, aren't they?

21 A A lot of money on the table.

22 Q How would you feel if someone accused
23 you of fraud or accused your wife of fraud, how
24 would you feel?

25 A How would I feel?

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q That's the question.

3 A I would hope that I would never be in
4 that situation but if somebody did accuse me of
5 fraud, which I guess is anybody's right to
6 accuse anybody of anything, that they would have
7 something to back up that claim.

8 Q Uh-huh.

9 A If they did not, hopefully it would
10 come out.

11 Q So, let me ask you a question.

12 If somebody accused you of fraud and
13 you didn't like it you'd probably turn around,
14 exercise your rights to maybe sue that
15 individual, does that sound like a fair
16 statement?

17 A No.

18 Q In defense of someone accusing them of
19 fraud?

20 A Not to me.

21 Q Okay.

22 A But I'm not a person who sues people.
23 It's not -- it's not in my genes. I don't like
24 this. I think that people can shake hands and
25 just work things out. When they don't I guess

1 GECY - HAMNER (DIRECT EXAMINATION)

2 that's where lawyers get involved and language I
3 don't understand comes in, but no, I -- I would
4 not pursue suing or all that unless it was a
5 last resort.

6 Q Okay. And it's your testimony,
7 earlier, that you've never sued anybody,
8 correct?

9 A Correct.

10 Q Okay. And you still -- that's still
11 your testimony, right now, this afternoon?

12 A Yes.

13 Q Okay. Have you ever given your
14 attorneys Power of Attorney to sue Benjamin
15 Gecy?

16 A Powers of attorney?

17 Q Power of Attorney, means just give your
18 attorney --

19 A Huh-uh. Not that I recall.

20 Q Okay. You know what abusive process
21 means, Jaime?

22 A No.

23 Q Do you know what extortion means?

24 A Extortion? Not by definition.

25 (Whereupon, Plaintiff's Exhibit

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Number 14 was marked for
3 identification.)

4 BY MR. GECY:

5 Q I've got one more question for you on
6 this document, Jaime. Do you know what slander
7 of title is?

8 A I don't know what slander of title is.

9 Q Do you know what slander is?

10 A I think I know what slander is.

11 Q What is slander?

12 A Slander is if you say something about
13 somebody trying to maybe undermine their
14 character or being.

15 Q Like a false statement maybe?

16 MR. HOLLOWAY: Objection to the
17 form.

18 THE WITNESS: I --

19 BY MR. GECY:

20 Q Could it be making a false statement
21 about someone, something?

22 A A false statement? I don't know if
23 that'd be slander or not.

24 Q Okay.

25 MR. HOLLOWAY: May, I see the

1 GECY - HAMNER (DIRECT EXAMINATION)

2 exhibit, please?

3 BY MR. GECY:

4 Q Mr. Hamner, have you ever seen that
5 document before?

6 A I believe I've seen this document. Is
7 this what I was served with? I was presented
8 some documentation. I can't confirm if this is
9 actually it or not but I do believe I had a
10 document presented to me that looked something
11 like that.

12 BY MR. GECY:

13 Q So you think this document was
14 presented to you?

15 A I don't remember what was presented to
16 me.

17 Q Did a server, a processor serve you
18 with this document?

19 A Somebody served me something. I can't
20 confirm if it was this.

21 Q Okay. What does this document say on
22 the heading? Read me the top heading and then
23 go over to here and --

24 A 'State of South Carolina, County of
25 Beaufort, Benjamin Gecy, plaintiff, versus South

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Carolina Bank and Trust, Jaime Hamner, Deborah
3 Hamner, defendant. Answer and Counterclaim of
4 Jaime and Deborah Hamner.

5 Q Okay. What do you think an answer and
6 counterclaim means?

7 A I'm not sure.

8 Q What do you think an answer means?

9 A Answer is a statement.

10 Q Could you possibly be answering
11 something?

12 A Sure.

13 Q And counterclaim, what do you think
14 counterclaim means?

15 A A counter to a claim.

16 Q Uh-huh. Could you possibly, you and
17 your wife be claiming something?

18 A Yes.

19 Q Okay. Via a lawsuit?

20 A We -- we could if we were -- in a
21 lawsuit I guess we could have a counterclaim.

22 Q Yeah but you just testified you've
23 never sued anybody?

24 A I haven't sued anybody.

25 Q Okay, all right.

1 GECY - HAMNER (DIRECT EXAMINATION)

2 A Is a counterclaim a lawsuit?

3 Q Mr. Hamner, have you ever filed
4 anything, any motions with the court in
5 reference to this action, 2011-CP-071778,
6 personally?

7 A Personally? I don't think I did.

8 Q Have you prepared any affidavits that
9 might fall under that category, personally, or
10 signed any affidavits?

11 A I think I've signed an affidavit.

12 Q What affidavit have you signed?

13 A What's an affidavit?

14 Q An affidavit is something that you
15 testified to under oath about an event or
16 statement --

17 A Okay.

18 Q -- or material fact.

19 A I think I signed an affidavit.

20 Q About what?

21 A I can't recall what it was. It had
22 something to do with this case. The
23 circumstances, the exact verbiage, I don't know.

24 Q There's a lot of things that have
25 happened in this case about, what? What dealing

1 GECY - HAMNER (DIRECT EXAMINATION)

2 with what in this case?

3 MR. WEGMANN: He answered the
4 question. He doesn't recall. You want
5 to just show him the affidavit and ask
6 him questions about it?

7 MR. GECY: Not yet.

8 MR. WEGMANN: Okay.

9 MR. GECY: Because that's an
10 important affidavit. He needs to take
11 his time.

12 MR. HOLLOWAY: Just ask questions.
13 There's no commentary.

14 MR. WEGMANN: He answered he
15 doesn't recall.

16 BY MR. GECY:

17 Q Do you recall signing an affidavit in
18 reference to Diana Chalmers' e-mail or Diana
19 Chalmers' affidavit saying that she did not sign
20 a road maintenance agreement?

21 A I do not recall.

22 Q Do you recall signing an affidavit
23 asking for post-summary judgement to this case?

24 A I don't recall.

25 Q Why don't you take a look at that

1 GECY - HAMNER (DIRECT EXAMINATION)

2 document right there.

3 (Whereupon, Plaintiff's Exhibit

4 Numbers 15 and 16 were marked for

5 identification.)

6 BY MR. GECY:

7 Q Read me the heading on the document,

8 please, Mr. Hamner, for the record. You can

9 stop right there but read the entire thing for

10 me.

11 A 'State of South Carolina, County of

12 Beaufort. Benjamin Gecy, plaintiff versus South

13 Carolina Bank and Trust, Jaime and Deborah

14 Hamner, defendants. Defendant SCB&T's Notice in

15 Motion -- Motion for Summary Judgement.'

16 Q Have you ever seen that document

17 before?

18 A I don't believe I have.

19 Q Okay. Who signed that document?

20 A Mr. Holloway.

21 Q Okay. Which firm does he work with,

22 does it say?

23 A I don't think it does.

24 Q Okay. Where are the rest of these

25 exhibits here? Here's an Exhibit A to this

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Motion For Summary Judgement, got a blank page,
3 Exhibit A. Here's an affidavit right there. I
4 want you to read that affidavit for the record,
5 please.

6 A Okay. 'State of South Carolina, County
7 of Beaufort personally appeared before me, Diane
8 G. Chalmers who being duly sworn poses and says
9 that I am the owner of 8 Meridith Lane,
10 Beaufort, South Carolina reside there with my
11 husband and children. I am personally familiar
12 with Ben Gecy and his family.

13 Approximately in April 2010 Ben Gecy
14 came to my home on several occasions and asked
15 me to sign a road maintenance agreement for
16 Meridith Lane. Mr. Gecy explained what the
17 agreement was necessary before he could sell a
18 vacant lot -- to Mr. And Mrs. Hamner. On the
19 first visit I advised Mr. Gecy that I would need
20 to review the matter with my husband. Mr. Gecy
21 repeatedly came to my home over the next several
22 days and repeatedly asked me to sign the road
23 maintenance agreement. At all times I declined
24 to sign the road maintenance agreement.

25 Further, I advised Mr. Gecy that I had

1 GECY - HAMNER (DIRECT EXAMINATION)

2 no intention of signing the document then or any
3 time in the future. I swear the foregoing
4 statements made by me are true and are made
5 under oath. Diane Chalmers.'

6 Q After reading that document what do you
7 think it says?

8 A That Ms. Chalmers was not going to sign
9 a road maintenance agreement for you.

10 Q Did she say, at any point in time, or
11 any -- what does she say in the statement? Can
12 you read it for the record, again?

13 A The whole thing?

14 Q No, just the part where she says she
15 never agreed to sign the road maintenance
16 agreement.

17 A 'At all times I declined to sign the
18 road maintenance agreement. Further, I advised
19 Mr. Gecy that I had no intention of signing the
20 document then or any time in the future.'

21 Q So at no time she said she was going to
22 sign it now or then?

23 MR. WEGMANN: Object to the form.

24 BY MR. GECY:

25 Q Correct? Is your name in that document

1 GECY - HAMNER (DIRECT EXAMINATION)

2 anywhere? Do they reference your name in there,
3 Jaime Hamner or Deborah Hamner?

4 A They reference that you explained that
5 the agreement was necessary before you could
6 sell a lot to Mr. and Mrs. Hamner. That's the
7 only place.

8 Q Did you ever contact Ms. Chalmers in
9 reference to the road maintenance agreement?

10 A As I said, earlier, I believe I only
11 spoke with the husband.

12 Q Okay.

13 A I can't recall that I talked with Ms.
14 Chalmers.

15 Q Okay. Did you tell them that you were
16 going to be doing a VA loan?

17 A I don't remember our discussion.

18 Q Okay, all right.

19 A That was not the purpose of that visit.

20 Q Well, if the road maintenance agreement
21 was a requirement of the VA loan, then it was
22 part of that -- it was your purpose for that
23 visit, wasn't it?

24 A The purpose of the visit was to get
25 that agreement into their hands. I did not -- I

1 GECY - HAMNER (DIRECT EXAMINATION)

2 did not believe that I went into detail about my
3 matters or my loans or -- I was there --

4 Q Okay.

5 A -- just to pass this thing out.

6 Q Okay.

7 (Whereupon, Plaintiff's Exhibit
8 Number 17 was marked for
9 identification.)

10 BY MR. GECY:

11 Q Look at that document right there and
12 tell me if you're familiar with that document,
13 Mr. Hamner. Take your time.

14 A I subsequently remember this document.

15 Q Okay. Did your attorney prepare that
16 document? Sign that document?

17 A Is that your signature?

18 MR. WEGMANN: I can't testify.

19 THE WITNESS: I can't answer that.

20 There's a signature.

21 BY MR. GECY:

22 Q Okay.

23 A And it has printed James J. Wegmann
24 underneath it.

25 Q Is that your attorney as of February

1 GECY - HAMNER (DIRECT EXAMINATION)

2 10th 2014?

3 A Yes.

4 Q Okay. For the record this is a joinder
5 in defendant SCB&T Notice of Motion, Motion For
6 Summary Judgement by defendants Jaime Hamner and
7 Deborah Hamner. There's an exhibit with that,
8 Exhibit A.

9 A Uh-huh.

10 Q Tell me if that's your signature on
11 there?

12 A That's my signature.

13 Q Okay. Do you remember signing that
14 affidavit?

15 A It's been a long time. That's my
16 signature. Do I remember signing it, no, but I
17 did sign this.

18 Q How about read that for the record and
19 see if you remember what that's for.

20 A Personally -- State of South Carolina,
21 County of Beaufort, affidavit, personally
22 appeared before me, the defendant, Jaime Hamner,
23 who being duly sworn poses the status I am a
24 defendant in the above stated case. I read and
25 review the answer and counterclaim and the

1 GECY -- HAMNER (DIRECT EXAMINATION)

2 amended answer filed on my and my wife's behalf
3 by our attorney, James J. Wegmann. The facts as
4 plead within the answer and counterclaim and the
5 admitted answer except for those matters stated
6 which are alleged upon information and belief
7 are true to the best of my knowledge and I
8 hereby as of stated verbatim herein are making
9 them under oath.

10 Q Did your attorney help you prepare that
11 or did your attorney prepare that for you?

12 A I'm guessing my attorney has prepared
13 this for me. I did not prepare it.

14 Q Where did you sign that document?

15 A I reckon the only place we've ever met
16 would be Mr. Wegmann's office or law group.

17 Q Okay.

18 A So I guess it would be there.

19 Q Okay, thank you.

20 Let's talk about the bankruptcy a
21 little bit, Mr. Hamner.

22 A Bankruptcy?

23 Q Were you informed that I filed
24 bankruptcy in July of 2012 via mail?

25 A I don't know if we -- I heard that by

1 GECY - HAMNER (DIRECT EXAMINATION)

2 mail. I think I heard that and I don't know the
3 exact dates but there was a time when my lawyer
4 met with somebody. I don't know if it was in
5 front of a judge and your previous lawyer.
6 There was an extension and I don't know during
7 that time I was told that you had filed
8 bankruptcy.

9 Q So --

10 A I don't recall who told me or how I
11 found out.

12 Q So you don't know if you were notified
13 by mail from the bankruptcy court?

14 A I can't confirm. I might have been but
15 I don't remember --

16 Q Okay.

17 A -- the exact details of that.

18 Q Okay. Did you file a claim against Mr.
19 Gecy's bankruptcy estate?

20 A I hired another attorney. I don't
21 remember. If that's called a claim I guess I
22 did.

23 Q Who was the other attorney?

24 A Drose.

25 Q Michael Drose?

1 GECY - HAMNER (DIRECT EXAMINATION)

2 A I'd have to get back. I think it was a
3 Drose. I don't know his first name.

4 Q Michael Drose, a professor of
5 Charleston School of Law?

6 A I don't know who he is.

7 Q You hired him but you don't know who he
8 is?

9 A I hired a bankruptcy attorney. I don't
10 know who he is.

11 Q Did you pay this bankruptcy attorney
12 money?

13 A Did I pay? There was money but I don't
14 know -- well, I guess -- no, I guess we paid. I
15 don't think I paid out-of-pocket but I think I
16 -- I think I had money transferred out of a
17 trust. I think I had a small trust reserved for
18 this case and I think it got moved over for
19 that.

20 Q So you did pay -- did you pay the
21 attorney money or not?

22 A I think I answered yes to that.

23 Q Okay, all right. How much did you pay
24 the attorney?

25 A I don't recall.

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Was it \$5,000?

3 A It wasn't that much.

4 Q Was it \$500?

5 A If I had to guess it would have been
6 somewhere around between 1,500 and 2,000.

7 Q Okay.

8 A For another attorney.

9 Q Okay. Do you know what the amount of
10 that claim was that you filed given Mr. Gecy's
11 estate?

12 A How much did I ask for, is that -- give
13 me a minute. Somewhere around \$29,000.

14 Q Okay. Where did you get that figure
15 from? How did you calculate it?

16 A Legal fees, cash paid directly to you
17 via earnest money or the foundation money, which
18 was the biggest chunk.

19 Q Can you state the amounts of those
20 monies for the record.

21 A Let me see. We paid -- we paid \$2,000
22 earnest money with you. We paid 12,400 to you
23 for the closing for that foundation. I had a
24 \$3,000 loss we had to lower our house price that
25 we did not recoup because the new house was not

1 GECY HAMNER (DIRECT EXAMINATION)

2 built. I factored in \$4,000 in rent and
3 utilities that I had to pay because we sold my
4 house which I could not go back to. I had to
5 pay 600 something bucks to Mr. Harper. I then
6 joined -- I had Mr. Wegmann join me for legal
7 counsel, we're at about \$6,000 at that time and
8 about 1,500 is what is set for legal fees for
9 Mr. Drose.

10 Q Okay. And that's the amount that you
11 calculated and filed with the United States
12 Bankruptcy Court as a claim against Mr. Gecy's
13 estate?

14 A I don't know who that was filed with.
15 That's the information I gave to Mr. Drose,
16 whatever --

17 Q Okay. And he had the authority to file
18 that for you, is that correct?

19 A If that was in his authority. He was
20 handling my case for me.

21 Q Did you receive any money from Mr.
22 Gecy's estate with that will filing of the
23 claim?

24 A Yes.

25 Q How much was that figure?

1 GECY - HAMNER (DIRECT EXAMINATION)

2 A Minimal around six or seven hundred
3 dollars, maybe seven hundred some.

4 Q What did you think it meant when the
5 bankruptcy court issued you a check for six or
6 seven hundred dollars?

7 A What did I think it meant?

8 Q Yeah.

9 A It meant that I was not going to
10 receive the money that I thought was owed to me.

11 Q Which is 29 -- was that figure \$29,000
12 and some change?

13 A Roughly, roughly 29,000 and some
14 change.

15 Q Okay. Do you know what Chapter 7
16 Bankruptcy is?

17 A No.

18 Q That's what you hired Mr. Drose for?

19 A I hired an attorney that knew something
20 about bankruptcies because I did not. I did not
21 get into details, at all.

22 Q Who recommended Mr. Drose to you?

23 A Mr. Wegmann.

24 Q That's a good recommendation.

25 Did you receive any communication in

1 GECY - HAMNER (DIRECT EXAMINATION)

2 the mail from the United States Bankruptcy Court
3 in reference to Mr. Gecy's estate, ever?

4 A The only thing I can recall, for sure,
5 that I received was when the -- when the check
6 came in it had a letter of who got paid what.

7 Q Okay.

8 A And that's all I can recall that I
9 received.

10 Q It's kind of a -- why do you think you
11 were notified by the United States Bankruptcy
12 Court of Mr. Gecy's estate?

13 A Why I was I notified?

14 Q Why were you -- why do you think you
15 were documented as a creditor in Mr. Gecy's
16 estate?

17 A Because you were in possession of our
18 money.

19 Q Okay.

20 A Our deposits.

21 Q Okay. At the time Mr. Gecy filed
22 bankruptcy were you aware that there was an
23 ongoing lawsuit with Mr. Gecy as the plaintiff
24 and you and your wife as a defendant?

25 A Ask that again, please?

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Upon Mr. Gecy's filing his bankruptcy,
3 were you aware that you were involved in a suit
4 from Mr. Gecy as a defendant?

5 A Yes. I knew I was a defendant in that
6 case.

7 Q Okay. Did you know of any other suits
8 Mr. Gecy had filed against you or you filed
9 against him at the time of his filing of the
10 bankruptcy in July of 2012?

11 A Did I know of any other suits? I'm not
12 sure if I knew about any other suits. I know
13 you had sued us. We were defendants and we were
14 just waiting for the lawyers to do their thing.
15 I don't know if anyone else had lawsuits against
16 you.

17 Q Okay. Do you recall receiving a
18 bankruptcy discharge in the mail from the United
19 States Bankruptcy Court?

20 A What is that?

21 Q Good question. What do you think
22 happened with the lawsuit after you received the
23 money, the lawsuit from Mr. Gecy as the
24 plaintiff against you, as the defendant?

25 After you received your check in the

1 GECY - HAMNER (DIRECT EXAMINATION)

2 mail did you think the case was over?

3 A I hoped the case was over.

4 Q Who informed you that it was not over?

5 A A gentleman and it might -- it sure
6 looked like John Ferrell came and served us some
7 depositions. I'm trying to think of that --
8 that might have been the first time that we
9 realized this thing is not over.

10 Q Did you call your attorney?

11 A I might have sent my attorney an
12 e-mail. I don't know if I called him or not.

13 Q Did you call or e-mail Mr. Drose?

14 A No. I've never actually had contact
15 with Mr. Drose.

16 Q Never had contact with him?

17 A Not him, personally. I recall -- I
18 worked with his person, one of his assistant or
19 his secretary or whoever was taking the
20 information from us.

21 Q Paralegal?

22 A That might be -- whatever her title
23 was.

24 Q So, you paid Mr. Drose some money and
25 you never had any communication with his office,

1 GECY - HAMNER (DIRECT EXAMINATION)

2 at all. Is it another attorney that you had
3 communication with or just a paralegal?

4 A Again, I don't know her title.

5 Q Okay.

6 A But I never met with a gentleman. I
7 met with a nice young lady who collected my
8 information and said 'we will be in touch.'

9 Q And they just -- did they just handle
10 it from there?

11 A Yes, yes. I didn't -- I really didn't
12 do anything.

13 Q When you received your check from the
14 bankruptcy court did you contact Mr. Drose's
15 office, at all?

16 A No, not that I recall.

17 Q When did you terminate your
18 representation with Mr. Drose?

19 MR. HOLLOWAY: Objection. That's
20 privileged.

21 BY MR. GECY:

22 Q Did you ever sign a contract with Mr.
23 Drose as an attorney to represent you?

24 MR. HOLLOWAY: Same objection.

25 BY MR. GECY:

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q You have to answer the question.

3 MR. WEGMANN: I don't think you
4 have to answer that one.

5 MR. GECY: Is that attorney/client
6 privilege?

7 MR. WEGMANN: Anything he may have
8 discussed, written or sent his attorney
9 is attorney/client privilege, in my
10 opinion.

11 MR. GECY: Okay, I'm going object
12 to that.

13 MR. WEGMANN: That's fine.

14 BY MR. GECY:

15 Q Whose idea was it to file a claim
16 against the estate of Mr. Gecy in bankruptcy
17 court?

18 A Whose idea?

19 Q Whose idea was it?

20 A I don't know if it was an idea. I just
21 assumed that was the next logical step in this.
22 I thought the case was dead and it was in
23 bankruptcy. I hired a new attorney. They
24 handled the matters and a check showed up. It
25 wasn't necessarily ideas.

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Anyone from the bankruptcy court ever
3 notify you that the state court action we're
4 talking about today was over?

5 A I don't recall ever being notified.

6 Q Okay.

7 A My only -- to bring this up with your
8 questions, my only information was that check
9 showing up. I've never had any contact, that
10 I'm aware of.

11 Q Okay. Almost done, guys.

12 (Whereupon, Plaintiff's Exhibit
13 Number 18 was marked for
14 identification.)

15 BY MR. GECY:

16 Q All right. Mr. Hamner, before we
17 finish up on that bankruptcy matter, do you know
18 what a discharge injunction violation is?

19 A No.

20 Q Do you know what a violation of the
21 automatic stay is?

22 A No.

23 Q Will you read Plaintiff's Exhibit
24 Number 18, read me the top of that e-mail, tell
25 me who it's from and who it's to, the date and

1 GECY - HAMNER (DIRECT EXAMINATION)

2 time.

3 A It's from me.

4 Q Who's 'me'?

5 A Jaime Hamner to Ben Gecy, March 27th

6 2010 at 12:58 a.m.

7 Q March 27th 2010 was approximately eight

8 to nine days before the final contract

9 expiration between us.

10 A Yes.

11 Q The extension period, right?

12 A Correct.

13 Q Read that e-mail for the record,

14 please. Speak loudly.

15 A 'Ben, if all goes well with John

16 Ferguson this is the color green we would like

17 the house with the black shutters. I believe

18 there is a house near the house you built on

19 Kaitlyn's Way that has these same colors.

20 We really like this porch and hope you

21 can replicate it. This is not exactly like your

22 house but I thought it had some similar

23 qualities. Just throwing this out there for --

24 as an idea. I know because of all of the delays

25 we have not had a chance to sit down and talk

1 GECY - HAMNER (DIRECT EXAMINATION)

2 again.

3 Let me know what you think. Thanks,
4 Jaime.

5 Q March 27th 2010 you were still
6 committed to buying that home, correct?

7 A I was committed to buying the home.

8 Q You were ready, willing and able to
9 close on the property, correct?

10 A I was ready, willing and able to close.

11 Q That e-mail right there say -- does
12 that e-mail, right there, say that John Ferguson
13 is a missing link to this entire transaction?

14 A It doesn't really qualify that. It
15 mentions his name. I know you had dealings. I
16 don't know what the dealings were but --

17 Q Was it --

18 A We know that that was one of many
19 problems.

20 Q One of -- what were the many other
21 problems?

22 A As far as I know we did have a road --
23 a signed road maintenance agreement. John
24 Ferguson wasn't the only one on there. He was
25 the most vocal to me but even on this date I did

1 GECY - HAMNER (DIRECT EXAMINATION)

2 not know if anybody could sign the agreement.

3 Q Okay.

4 A But I was heading out of town. I
5 helped -- I helped as much as I could but I had
6 that conference so that's why it was on you,
7 this road management -- I was hands off, at this
8 point, so I had no -- when I left you were
9 working with John, as far as I know.

10 Q Why did you isolate John Ferguson in
11 that e-mail that you sent to me?

12 A Because John, as with the other e-mails
13 I sent you, said he owned the road. That the
14 others didn't have entitlement. He is the only
15 one of the group that very aggressively told me
16 that he would never sign this thing. As you
17 know from the e-mails, before, that were before
18 this one of the many was you were working things
19 out with John Ferguson. You assured me that we
20 were going to get through this. It's not going
21 to be a problem. I trusted you. Trusted you so
22 much that I was still looking to buy the home
23 and still do colors and porch ideas and I fully
24 intended to move forward with this.

25 Q Review the bottom parts of that e-mail

1 GECY - HAMNER (DIRECT EXAMINATION)

2 and then look at the other pages behind it. The
3 illustrations down at the bottom.

4 A Uh-huh.

5 Q Is that for sale by owner properties?

6 A What is it?

7 Q You forwarded your e-mail and you had
8 some properties that you were surfing the
9 internet or looking at. Were you looking at
10 other properties during this period of time
11 outside of 10 Meridith Lane?

12 A No.

13 Q No. Look at the next page for me.

14 A I found that property because I saw the
15 porch.

16 Q Okay.

17 A And went, that's awesome, that's what I
18 want.

19 Q That's what you wanted.

20 A I wasn't looking for additional
21 properties. I wanted this on the house that we
22 were going to build. You and I never got to
23 discuss is that feasible.

24 Q Did anyone notify you that John
25 Ferguson signed the road maintenance agreement

1 GECY - HAMNER (DIRECT EXAMINATION)

2 and agreed to it?

3 A I was never privy to that information.

4 Q Did anyone ever call you and tell you
5 that --

6 A No.

7 Q I'm going to remind you, Mr. Hamner,
8 you're under oath.

9 A I am under oath.

10 Q If you would like me to rephrase the
11 question I'll rephrase it.

12 Do you recall Benjamin Gecy or John
13 Ferguson calling you, at any point in time,
14 informing you that he had committed and was
15 ready and willing and able to sign the road
16 maintenance agreement?

17 A I do not recall that conversation. I
18 recall having two conversations with John
19 Ferguson, one of them was very bad.

20 The next one, which was within a day or
21 two of the bad one started out as what seemed
22 like a good thing but ended with, I will not
23 sign that road maintenance agreement as it is.
24 I took that, once again, as he's not go to going
25 to sign this thing but did he ever call me to

1 GECY - HAMNER (DIRECT EXAMINATION)

2 say I am signing this, no.

3 Q That's your testimony here today?

4 A That's my testimony.

5 Q You're one hundred percent positive?

6 A I'm very one hundred percent positive.

7 Q Okay, okay. What happened between the
8 dates and March 27th and April 5th?

9 A I was --

10 Q Did you have any communications with
11 Benjamin Gecy?

12 A Somewhere around there, and I don't
13 know the exact dates, somewhere around the end
14 of March, this might have been it, I had a week
15 long conference and I think I went a couple of
16 days early down to Florida. I notified you and
17 I notified the bank that I would be
18 out-of-pocket. I didn't have a good phone
19 conversation down there. I was in conferences
20 all day so I really didn't have much
21 conversations with anybody during this time.

22 Q Did you ever get a call from Doug
23 Jacobs asking you what you wanted to do with the
24 transaction there towards the April 2nd, 3rd,
25 4th, 5th expiration date?

1 GECY - HAMNER (DIRECT EXAMINATION)

2 A I don't recall having a conversation
3 with Doug before all that. As I said, I was in
4 a conference. My intent was to get ahold of
5 them but by the time I got out of conferences
6 everybody's closed.

7 Q Did you have any communications with
8 anyone from march 27th to April 5th about this
9 transaction, other than your wife?

10 A I don't recall.

11 Q Okay. What did you do after the
12 contract expired on April 5th?

13 A Some time after April 5th, I would have
14 to look at the dates and whenever I was actually
15 traveling back up, I think I might have called
16 the bank, I'm not sure, but to ask about the
17 road maintenance agreement but I don't know when
18 that actual date was when I --

19 Q What did the bank tell you about the
20 road maintenance agreement?

21 A They did not have a fully signed road
22 maintenance agreement.

23 Q Who told you that?

24 A It would have probably been Doug
25 Jacobs.

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Not Bruce VanHorn?

3 A I don't think I talked with Bruce
4 VanHorn.

5 Q Okay. And not Dixie Sturgeon?

6 A I don't know who that is.

7 Q Not your -- not Wendy Grant? Doug
8 Jacobs?

9 A Doug Jacobs is the only person that I
10 would have talked to at the bank.

11 Q Okay.

12 A There's no one else.

13 Q Who referred you to over to Wegmann and
14 Harper's office?

15 A I don't know who referred me. I know I
16 was very specific about why I wanted an attorney
17 who's not local, who understands the military.
18 It might have been Wade Martin. I might have
19 been one of my friends. I don't remember who
20 actually referred me to them but it was
21 convenient because they're right on Lady's
22 Island.

23 Q Did you ever ask Doug Jacobs for any
24 advice on that?

25 A I don't know.

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Did you ever ask Doug Jacobs for any
3 advice dealing with real estate, contracts,
4 anything dealing with this transaction?

5 A I don't recall. I asked him about
6 information on this transaction minus what we've
7 already talked about as far as the loans, how it
8 works, why do we need road maintenance
9 agreement, all the things that we were working
10 on to make this deal close.

11 Q Why did you send that e-mail to me on
12 March 27th? Did you anticipate that this was
13 going to close? That a closing was going to
14 occur?

15 A Yes.

16 Q Okay.

17 A Based on your and I conversations and
18 you were very confident that you would get this
19 signed so we were ready to go. Since we hadn't
20 started building yet I just assumed I could send
21 something like this and see if -- and if you
22 couldn't have done it I understood but we hadn't
23 started building yet, so --

24 Q Did the entire process of the road
25 maintenance agreement seem somewhat

1 GECY - HAMNER (DIRECT EXAMINATION)

2 unreasonable, unreasonable requirement by the VA
3 and the bank?

4 A Not to me it didn't. It just -- I
5 don't weld that much into these things. If
6 professionals tell me something has to be a
7 certain way I believe them, that's what they get
8 paid for. I don't have a dog in that fight or
9 who am I to question law or regulations or
10 procedures.

11 Q So if a professional tells you you've
12 got to have a adjustable rate on your mortgage
13 you just accept it?

14 A I do.

15 Q Really?

16 A I do.

17 Q Wow.

18 A Based -- in this case, in that like I
19 said this was too OR because this would never
20 have been an adjustable rate the whole time.
21 There was always that other side of it. I trust
22 people. (Phonetic)

23 Q Did you trust Mr. Gecy?

24 A I did trust you.

25 Q When you say 'you'?

1 GECY - HAMNER (DIRECT EXAMINATION)

2 A I trusted Ben Gecy until the contract
3 expired and I didn't get my funds returned.

4 Q Do you feel like Mr. Gecy fulfilled all
5 of his obligations to you in the contract,
6 outside of the road maintenance agreement?

7 A The appraisal was a little weird to me.

8 Q Did Mr. Gecy complete the appraisal?

9 A I don't know who did it. It was the
10 timing.

11 Q Other than the appraisal and the road
12 maintenance agreement, did you feel Mr. Gecy was
13 qualified and fulfilled everything else in the
14 agreements you signed with him?

15 A Up to that point minus a few bad
16 conversations you and I had about you
17 threatening me with legal actions I thought we
18 were square. I was satisfied with the service.

19 Q Could we have still gone forward after
20 our bad conversations? Did you feel like we
21 could still move forward and have a
22 relationship?

23 A Up to the contract extension I was
24 willing. After that, after we went past the
25 automatic extension that you called it I started

1 GECY - HAMNER (DIRECT EXAMINATION)

2 losing trust because we had a lot of money on
3 the table and there was still no breaking of
4 ground so I had full trust until that April day
5 and everyday after that things went down,
6 downhill for me.

7 Q Do you think Mr. Gecy had a lot of
8 financial responsibility on his side as a
9 seller?

10 A I have no idea, not my lane.

11 Q Okay. So it's your testimony that the
12 failed transaction has caused some damages for
13 you and your family?

14 A Yes, this failed transaction costs some
15 strain on my family.

16 Q Do you think the failed transaction has
17 caused some strain on Mr. Gecy's family,
18 possibly?

19 A I would assume that you all felt a
20 pinch just like we felt a pinch just like
21 anybody would have felt a pinch when something
22 doesn't go through.

23 Q Was your family relying on the closing
24 to move into the property because of a rental
25 situation you had and you had to make some

1 GECY - HAMNER (DIRECT EXAMINATION)

2 decisions for your family so -- well, that's not
3 a question, I don't even want to hear the
4 objection. I'm almost done here, guys.

5 The Tuscarora property that you
6 purchased, Mr. Hamner, what was the date of that
7 closing?

8 A I don't know the date of the closing.
9 It was -- we started looking for property a
10 couple of weeks after the -- maybe two or
11 three weeks after we went past the extension our
12 renter, the guy we were renting it -- well,
13 actually it was my boss we were renting from did
14 not like having a short-term renter in there.
15 We were -- as long as the house was going to
16 close and we were going to be out of there our
17 life was good.

18 Q Yeah.

19 A But it didn't happen and he started
20 getting a little ancy.

21 Q Yeah.

22 A So but the closing date would have been
23 -- I would have to pull the contract but it was
24 May, maybe.

25 Q So --

1 GECY - HAMNER (DIRECT EXAMINATION)

2 A June, something like that.

3 Q So roughly two to three weeks after
4 April 5th or 6th you started looking for
5 property again, is that what you just said?

6 A Yes.

7 Q Okay.

8 A Not -- well, they're -- let me rephrase
9 that, not property. We were looking for a --
10 specifically a preexisting home --

11 Q Yes.

12 A -- that we could actually -- and not
13 land and build.

14 Q That's right. An existing home, two to
15 three weeks later you guys were looking for an
16 existing home?

17 A Yes.

18 (Whereupon, Plaintiff's Exhibit
19 Number 19 was marked for
20 identification.)

21 BY MR. GECY:

22 Q How long do you think it takes to close
23 a VA mortgage from start to finish, Mr. Hamner?

24 A Depends on the bank. I've watched --
25 when we first move into Beaufort I watched one

1 GECY - HAMNER (DIRECT EXAMINATION)

2 happen. It was fast. A couple weeks.

3 Q Which bank was that?

4 A BB&T.

5 Q How about South Carolina Bank and
6 Trust, what's their normal turn time to close a
7 VA loan?

8 A I don't know.

9 Q Okay. Here's an exhibit here is the
10 MLS spreadsheet. What was the contract price of
11 the 16 Tuscarora property, Mr. Hamner?

12 A 350 some thousand.

13 Q 355,000?

14 A Maybe. I don't know the exact number.
15 It was 350 something.

16 Q What was the square footage of that
17 home?

18 A Similar, 24, under 25.

19 Q Okay. Was the Meridith Lane home
20 square footage larger or smaller than was the
21 Tuscarora property?

22 A I think it was about a hundred square
23 foot more.

24 Q Okay. What was the lot size of the
25 Tuscarora property?

1 GECY - HAMNER (DIRECT EXAMINATION)

2 A A quarter acre, a third acre. Not
3 much.

4 Q What was the size of the Meridith Lane
5 property you were under contract for?

6 A Under seven acres.

7 Q Who was your agent on the Tuscarora
8 property?

9 A Korin Woodman.

10 Q Are you positive she was your agent or
11 was she the seller's agent?

12 A She was both.

13 Q Both agents?

14 A Yes.

15 Q Who did she sign up to represent,
16 first, you or the seller?

17 A I don't know. If I had to speculate I
18 would assume that she had signed with the seller
19 before she signed with us.

20 Q Is there a possibility that Ms. Woodman
21 only represented the seller and did not
22 represent you?

23 A I don't think so.

24 Q You don't think so?

25 A I don't think so.

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Real Estate laws and regulations for
3 real estate agents, do you think it allows them
4 to represent a seller and not represent a buyer
5 on the same transaction?

6 A Ask that again, please.

7 Q Do you think the real estate commission
8 and laws allow a real estate agent to represent
9 a seller and then prepare and sign contracts for
10 a buyer without any representation to the buyer
11 and also collect two commissions, one for the
12 listing agent and one for the selling agent?

13 A I can't answer that. I have no
14 knowledge.

15 Q So, if that were the situation and Ms.
16 Woodman was representing the seller and you guys
17 showed up and called Ms. Woodman, there's a
18 possibility that she may only represented the
19 seller instead of representing you guys,
20 correct?

21 A No. I know that Ms. Woodman was
22 representing us. I think she had me sign
23 something in her office, Ballinger -- Ballinger
24 Realty. She drove us around to a couple of
25 properties. She was our agent.

1 GECY - HAMNER (DIRECT EXAMINATION)

2 Q Uh-huh. How many properties did she
3 drive you around with?

4 A A couple, three, four properties, I
5 think.

6 Q Did she have you sign a buyer's
7 disclosure? Buyer's agreement disclosure?

8 A She had me sign something. I don't
9 know what that document is called.

10 Q Do you have a copy of that document?

11 A Maybe. Maybe in the original folders.
12 I don't know if I maintained that.

13 Q Did you provide that to your attorney
14 for discovery in this civil action case?

15 A In this?

16 Q Yes.

17 A I don't -- no. I don't think I -- I
18 don't think I did because I didn't feel this --
19 this wasn't a part of a case. This was buying a
20 home.

21 Q Okay. Did Ms. Woodman do a good job as
22 an agent?

23 A Korin did a fantastic job. She gave us
24 a couple of options. Wasn't pushy. We were --
25 obviously due to our circumstances she took us

1 GECY - HAMNER (DIRECT EXAMINATION)

2 to what she felt we were looking for.

3 Q Read me that highlighted closing date
4 on that document right there and tell me what
5 the date is for the record.

6 A The -- what date?

7 Q The closing date highlighted?

8 A I don't see a closing, I see a
9 contract, date of April 21st 2010. We closed on
10 May 28th 2010.

11 Q Does any of that seem odd to you, Mr.
12 Hamner?

13 A No.

14 Q Okay. Did you close on a VA loan with
15 that property?

16 A We did.

17 Q Was it an adjustable rate?

18 A No.

19 Q You're certain of that?

20 A Yes. It was a 30-year fixed at five
21 something.

22 Q How do you know that?

23 A Because I refinanced not too long after
24 that and it struck me as odd that I was
25 refinancing so quick but the rate seriously

1 GECY - HAMNER (DIRECT EXAMINATION)

2 dropped and I was like, okay, cool, so, I can't
3 give you an exact number but I know I refinanced
4 at four and a quarter.

5 Q Was that a fixed rate?

6 A That was a fixed rate.

7 Q And you're certain of that?

8 A Yes.

9 Q Did you review all of that paperwork
10 clearly?

11 A It was a VA streamline refinance so
12 there wasn't so much paperwork.

13 Q Who prepared that document? Who closed
14 that loan for you?

15 A Closed?

16 Q Which bank?

17 A Oh, bank, SCB&T.

18 Q Was the loan officer Doug Jacobs?

19 A Yes.

20 Q What attorney did you close with on
21 that transaction?

22 A Oh.

23 Q I'm talking about the transaction to
24 purchase Tuscarora.

25 A Yeah, yeah, give me a minute. It

1 HOLLOWAY - HAMNER (CROSS-EXAMINATION)

2 wasn't Mr. Wegmann. It might have been -- it
3 might have been Mr. Harper.

4 Q Okay. Was Mr. Harper part of Mr.
5 Wegmann's law firm at the time?

6 A Yes.

7 Q Okay. Who did you close the streamline
8 refinance with?

9 A I think -- I think the same.

10 Q Okay. Who did the seller of the
11 Tuscarora property close their side of the
12 transaction with?

13 A I don't know.

14 Q Could they have closed with Harper,
15 Wegmann, some -- you know, as a dual situation?

16 A I'm not sure.

17 Q Okay, all right gentleman.

18 MR. GECY: I'm done for right now.

19 CROSS-EXAMINATION

20 BY MR. HOLLOWAY:

21 Q Did Doug Jacobs or SCB&T direct to you
22 16 Tuscarora Drive at any time?

23 A No.

24 Q Did they have anything to do with your
25 interest in that property?

1 WEGMANN - HAMNER (CROSS-EXAMINATION)

2 A No.

3 Q Did they ever direct you to any other
4 property other than the one that you had applied
5 for the purchase from Mr. Gecy?

6 A No.

7 MR. HOLLOWAY: That's all I have.

8 MR. WEGMANN: I guess I'll ask
9 one.

10 MR. GECY: I've got a question
11 after that.

12 MR. WEGMANN: That's fine.

13 CROSS-EXAMINATION

14 BY MR. WEGMANN:

15 Q I just want to -- I think you said I
16 want to make sure it's clear.

17 On April 5th, 6th, whatever day it was
18 when the contract expired, what, if any,
19 notification did you get from your landlord as
20 to when you had to move out of your current
21 location?

22 A It was real iffy. I mean he tried to
23 evict us the very first week we moved in and
24 then that fell through so we were allowed to
25 stay. Around that time we were told, again, I

1 WEGMANN - HAMNER (CROSS-EXAMINATION)

2 got a permanent buyer, you guys got to go. I'll
3 help you move, the whole thing. We didn't want
4 it. That fell through.

5 At that point, after having been given
6 those options two times, already, we didn't feel
7 that we could stay there. That he was going to
8 boot us.

9 Q Okay. But to be fair, if you had gone
10 through with the closing on April 5th, was it
11 your understanding that you would have been able
12 to remain there until the new house was
13 finished?

14 A That was the original understanding.
15 The -- they got a little foggy and like I say we
16 were temporary, they wanted real --

17 Q Okay.

18 A There was no guarantee that we were
19 going to be able to stay there.

20 Q All right.

21 REDIRECT EXAMINATION

22 BY MR. GECY:

23 Q Got another question for you, Mr.
24 Hamner.

25 A Yes.

1 GECY - HAMNER (REDIRECT EXAMINATION)

2 Q Mr. Holloway just asked you some
3 questions about Mr. Jacobs.

4 Did Mr. Jacobs have an interest in the
5 16 Tuscarora property for purchase?

6 A Not that I'm aware of.

7 Q Did he get paid a commission to do that
8 loan on that property?

9 A I don't know. I don't know how that
10 works.

11 Q Would you assume that he did?

12 A I -- once again, I don't know how that
13 works. I don't know how they make money, loan
14 officers. I just assume he's paid by the bank.
15 I -- it's not something I've ever honestly
16 thought about or looked into.

17 Q Okay.

18 MR. GECY: Does anybody else have
19 any other questions?

20 MR. WEGMANN: No.

21 MR. GECY: I'm going to leave the
22 deposition open based on the discovery
23 requests that I received and we'll
24 continue at a later date if I need to.

25 MR. WEGMANN: Well, you don't have

724

1 GECY - HAMNER (REDIRECT EXAMINATION)

2 any outstanding discovery from us.

3 MR. GECY: Mr. Holloway.

4 MR. WEGMANN: Mr. Holloway's
5 discovery.

6 MR. GECY: That's right. But the
7 witness -- it pertains to the witness
8 so I'm going to leave the deposition
9 open and continue it at a later date
10 once we get a decision from the judge
11 on the remaining answers and request
12 for production.

13 MR. HOLLOWAY: I certainly don't
14 consent to leaving the deposition open
15 and I don't think the rules provide for
16 it but you can state whatever you want
17 to.

18 (Whereupon, the deposition of
19 Jaime Hamner was concluded at
20 approximately 3:05 p.m.)

21

22

23

24

25

C E R T I F I C A T E

STATE OF GEORGIA:

CHATHAM COUNTY:

I, Kyle J. Saniga, Court Reporter and
Notary Public in and for the above county and
state, do hereby certify that the foregoing
testimony was taken before me at the time and
place herein-before set forth; that the witness
was by me first duly sworn to testify to the
truth, the whole truth, and nothing but the
truth, that thereupon the foregoing testimony
was later reduced by computer transcription; and
I certify that this is a true and correct
transcript of my stenographic notes so taken.

I further certify that I am not of
counsel to either party, nor interested in the
event of this cause.

Kyle J. Saniga, CCR

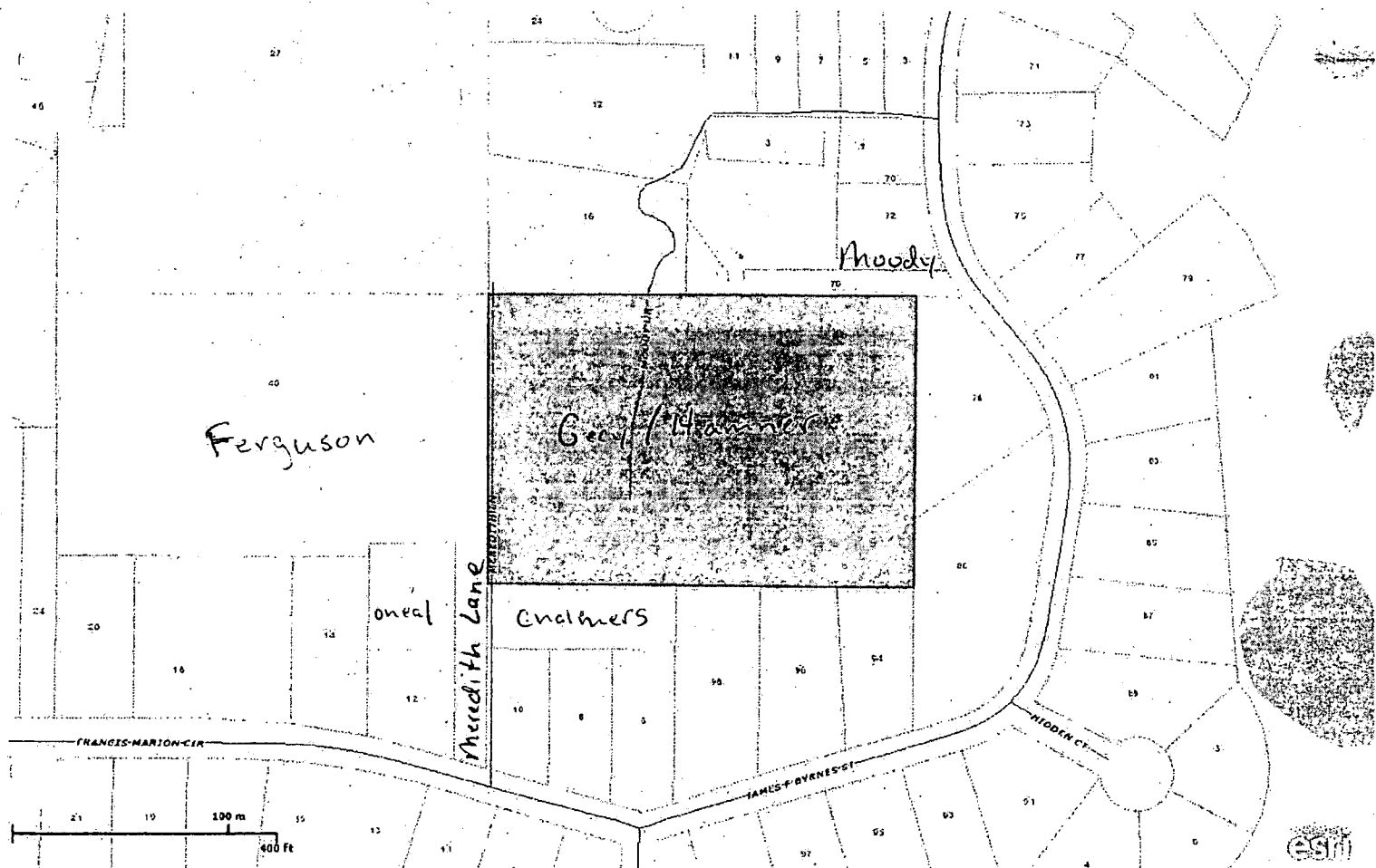
Notary Public, B-2038

Savannah, Georgia

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My Map

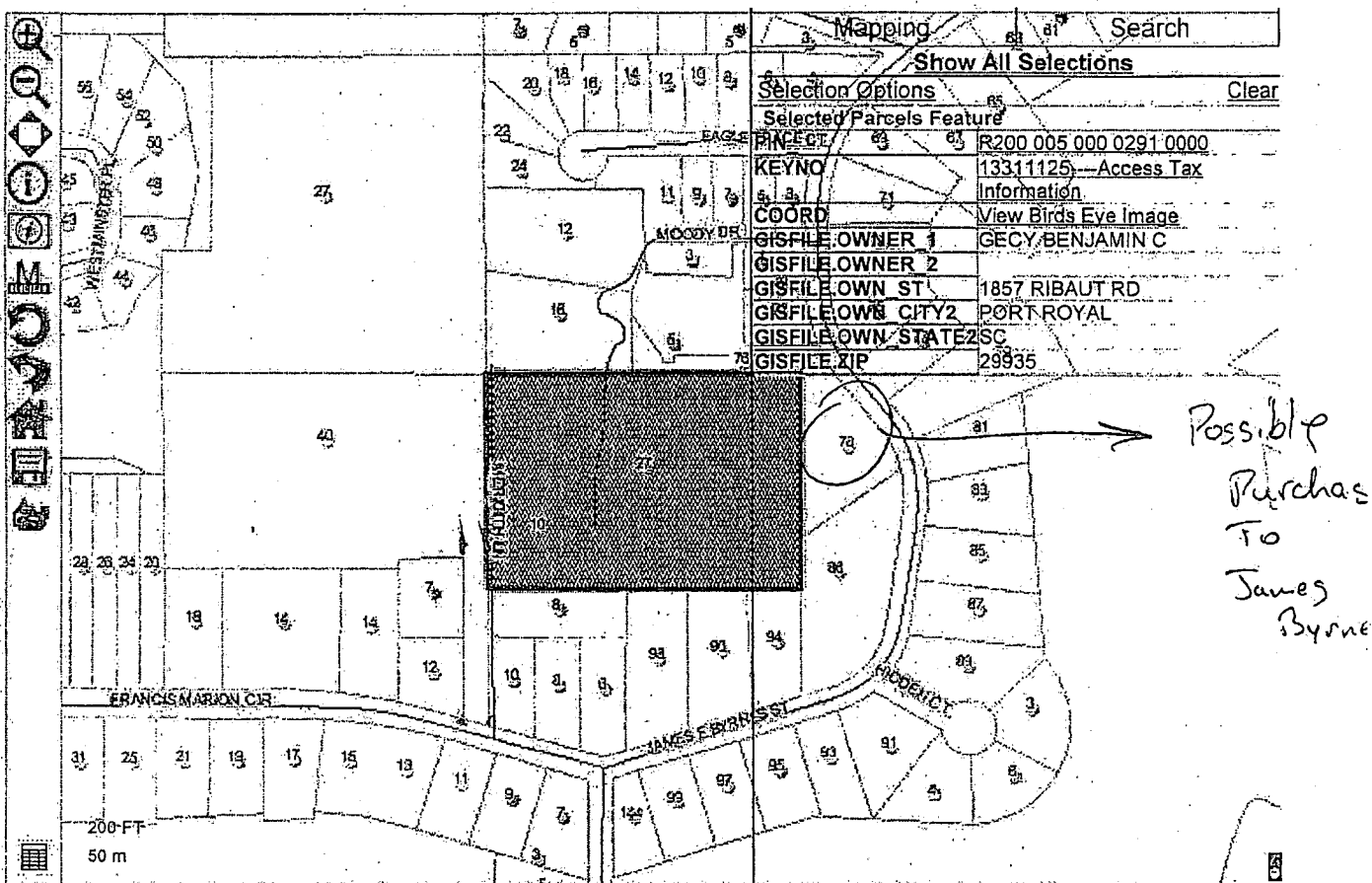


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PLAINTIFF'S
EXHIBIT

HAMMER

727



Map Tool Options

Active Toc

The current cursor mode is set to 'Zoom In'. Clicking on the map directly will zoom in on the map centered at the clicked. Dragging on the map will create a 'Zoom Window' which will be used to approximate the new extent of th

728

2 P/B
Deed
11222

BEAUFORT COUNTY SC - ROD
BK 02541 PGS 2019-2020
FILE NUM 2007022805
03/22/2007 03:07:58 PM
REC'D BY P BAXLEY RCPT# 478710
RECORDING FEES 7.00

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ASSIGNMENT OF EASEMENT

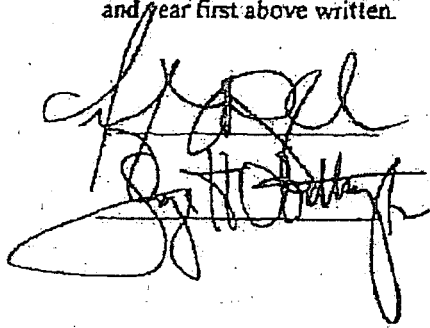
THIS ASSIGNMENT OF EASEMENT is made this 19th day of Dec., 2007
by and between FRANK E. SMITH AND MARY V. SMITH (hereinafter referred to as
the "Assignor"); and BENJAMIN C. GECY (hereinafter referred to as the "Assignee");
and

WHEREAS, Assignor is the current owner of that certain easement granted by
Raymond F. Cairnody and Irene T. Cairnody dated December 23, 1983 and recorded in
Deed Book 386 at Page 186 in the Office of the Register of Deeds for Beaufort County,
South Carolina (hereinafter referred to as "Easement"); and

WHEREAS the Assignor desires to assign the Easement to the Assignee and the
Assignee desires to accept said Easement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, Assignor does
hereby transfer, assign and convey to Assignee all of Assignor's rights, title and interest
now owned of hereinafter acquired, or which Assignor, may own, in and to the Easement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment
of Easement to be executed by their authorized representatives and officers as of the date
and year first above written.



ASSIGNORS:

Frank E. Smith
Frank E. Smith

Mary V. Smith
Mary V. Smith

The Grantors shall fully use and enjoy the aforesaid premises as a right of way to and from their property, and the Grantees hereby agree to hold and save harmless the Grantors from any and all damages arising from their use of the right, easement and right-of-way herein granted.

TO HAVE AND TO HOLD the said easement, right and right-of-way unto the Grantees, their heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

WITNESSES:

Ganette Polk Heck
Noel M. Seeburg, Jr.

Raymond F. Carmody
Raymond F. Carmody
Irene T. Carmody
Irene T. Carmody

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF BEAUFORT

PERSONALLY appeared before me Ganette Polk Heck and made oath that s/he saw the within-named Raymond F. Carmody & Irene T. Carmody sign, seal and, as their act and deed, deliver the within-written easement for the uses and purposes therein mentioned and that s/he, with Noel M. Seeburg, Jr. witnessed the execution thereof.

Ganette Polk Heck

SWORN to before me this
23rd day of December, 1983.

Noel M. Seeburg, Jr.
Notary Public of South Carolina
My Commission Expires: Nov. 17, 1991

(L.S.)

Harvey
FILED IN DEEDS - BOOK 386 PAGE 187
FILED AT 153000 ON 01/13/84 29842
BOOK NUMBER 386 PAGES 186- 187
FILING FEE 4.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 4.00
HENRY JACKSON
2 CLERK OF COURT BFT CNTY, SC

Benefit Easement
386/186

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

EASEMENT FOR PRIVATE RIGHT-OF-WAY

THIS GRANT OF EASEMENT executed this 23rd day of December, 1983 by RAYMOND F. CARMODY and IRENE T. CARMODY, Grantors, which expression shall include their successors or assigns, unto FRANK E. SMITH and MARY V. SMITH, Grantees, their heirs, executors, administrators or assigns, upon good and valuable consideration the receipt and sufficiency whereof the Grantors hereby acknowledge, are owners in fee simple of that certain piece or parcel of real property situate in Beaufort County, South Carolina known as Altair Subdivision, as shown on a plat prepared by Rod C. Spann, dated March 24, 1978 and revised May 16, 1978 and September 6, 1979, and by Deeds recorded in the office of the Clerk of Court of Beaufort County in Deed Book 248 at Page 151 and Deed Book 292 at Page 394 on May 13, 1977 and November 1979, respectively.

WHEREAS, the Grantees desire a right-of-way across property of the Grantors for ingress and egress to their property situate on the eastern boundary of the Grantor's property.

NOW THEREFORE, by these presents:

The Grantors do hereby grant, assign and set over to the Grantees, their heirs and assigns, the right to use as a means of ingress and egress to and from the Grantees' land, that certain road and private right-of-way consisting of a fifty (50') feet easement along the eastern boundary line of the property of the Grantors as shown on the above described plat, said plat being recorded in the office of the Clerk of Court for Beaufort County, South Carolina in plat Book 28 at Page

80

FILED IN DEEDS - BOOK 386 PAGE 186
FILED AT 153000 ON 01/13/84

731

Benefit Easement
386/186

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

EASEMENT FOR PRIVATE RIGHT-OF-WAY

THIS GRANT OF EASEMENT executed this 23rd day of December, 1983 by RAYMOND F. CARMODY and IRENE T. CARMODY, Grantors, which expression shall include their successors or assigns, unto FRANK E. SMITH and MARY V. SMITH, Grantees, their heirs, executors, administrators or assigns, upon good and valuable consideration the receipt and sufficiency whereof the Grantors hereby acknowledge, are owners in fee simple of that certain piece or parcel of real property situate in Beaufort County, South Carolina known as Altair Subdivision, as shown on a plat prepared by Rod C. Spann, dated March 24, 1978 and revised May 16, 1978 and September 6, 1979, and by Deeds recorded in the office of the Clerk of Court of Beaufort County in Deed Book 248 at Page 151 and Deed Book 292 at Page 394 on May 13, 1977 and November 1979, respectively.

WHEREAS, the Grantees desire a right-of-way across property of the Grantors for ingress and egress to their property situate on the eastern boundary of the Grantor's property.

NOW THEREFORE, by these presents:

The Grantors do hereby grant, assign and set over to the Grantees, their heirs and assigns, the right to use as a means of ingress and egress to and from the Grantees' land, that certain road and private right-of-way consisting of a fifty (50') feet easement along the eastern boundary line of the property of the Grantors as shown on the above described plat, said plat being recorded in the office of the Clerk of Court for Beaufort County, South Carolina in plat Book 28 at Page

80

FILED IN DEEDS - BOOK 386 PAGE 186
FILED AT 153000 ON 01/13/84

732

The Grantors shall fully use and enjoy the aforesaid premises as a right of way to and from their property, and the Grantees hereby agree to hold and save harmless the Grantors from any and all damages arising from their use of the right, easement and right-of-way herein granted.

TO HAVE AND TO HOLD the said easement, right and right-of-way unto the Grantees, their heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

WITNESSES:

Ganella Polk Heck
Noel M. Seeburg, Jr.

Raymond F. Carmody
Raymond F. Carmody
Irene T. Carmody
Irene T. Carmody

STATE OF SOUTH CAROLINA }

PROBATE

COUNTY OF BEAUFORT }

PERSONALLY appeared before me Ganella Polk Heck and made oath that s/he saw the within-named Raymond F. Carmody & Irene T. Carmody sign, seal and, as their act and deed, deliver the within-written easement for the uses and purposes therein mentioned and that s/he, with Noel M. Seeburg, Jr. witnessed the execution thereof.

Ganella Polk Heck

SWORN to before me this
23rd day of December, 1983.

Noel M. Seeburg, Jr. (L.S.)
Notary Public of South Carolina
My Commission Expires: Nov 17, 1991

Harvey
FILED IN DEEDS - BOOK 386 PAGE 167
FILED AT 153000 ON 01/13/84 28842
BOOK NUMBER 386 PAGES 186- 187
FILING FEE 4.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 4.00
HENRY JACKSON
2 CLERK OF COURT 6ET CNTY, SC

pu-21

RECORDED
2005 SEP-20 09:17 PM
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK02224 PGS 0687-0689
FILE NUM 2005074608
09/09/2005 02:00:48 PM
REC'D BY B BING RCPTS 359017
RECORDING FEES 10.00
County Tax 242.00
State Tax 572.00

3/10 RB
Dukes
7445

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that We, Frank E. Smith and Mary V. Smith (hereafter referred to as the Grantors) in the State aforesaid for and in consideration of Two Hundred Twenty Thousand and 00/100 (\$220,000.00) Dollars to us in hand paid at and before the sealing of these presents by Benjamin C. Gecy, 1857 Ribaut Road, Port Royal, South Carolina, 29935 (hereinafter referred to as Grantees), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Benjamin C. Gecy, his heirs and assigns, forever, the following described real estate, to-wit:

SEE EXHIBIT "A" FOR DESCRIPTION
Tax Reference: R 200-005-000-0032 & R200-005-000-0029

Together with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said, Benjamin C. Gecy, his heirs and assigns forever.

AND We, Frank E. Smith and Mary V. Smith, do hereby bind ourselves and our Heirs and Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Benjamin C. Gecy, against us and our heirs and assigns and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand and seal this 23 day of August in the year of our

Lord two thousand and five.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Sharon D. Eason
Witness

Frank E. Smith
Grantor

[Signature]
Notary Public

Mary V. Smith
Grantor

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

Acknowledgment

I, a notary public for South Carolina hereby certify that the Grantors named herein personally appeared before me this day and acknowledged the due execution of the foregoing deed.

Witness my hand and seal this 23 day of August, 2005.

[Signature]
Notary Public for South Carolina
My Commission Expires: 2/24/11

Exhibit "A"

PARCEL 1

ALL that certain piece, parcel or lot of land, lying and being on Lady's Island, Beaufort County, South Carolina shown as "(Area-1)" containing 8.99 acres, more or less, on a plat entitled "A Boundary Plat and Wetland Map of Parcels Totalling 22.67 Acres" dated May 26, 2005 prepared by William H. Gray, Jr. of Atlas Surveying and Mapping, Inc., SCRLS #22744, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 108 at Page 91.

R200-005-000-0032

PARCEL 2

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina shown as "(Area-2)" containing 6.84 acres, more or less, on a plat entitled "A Boundary Plat and Wetland Map of Parcels Totalling 22.67 Acres" dated May 26, 2005 prepared by William H. Gray, Jr. of Atlas Surveying and Mapping, Inc., SCRLS #22744, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 108 at Page 91.

This is the same property conveyed to the Grantors from Davidson General Partnership by deed dated May 18, 1978, and recorded in Deed Book 263 at Page 1967, Office of the Register of Deeds for Beaufort County, South Carolina.

Tax Reference: R200-005-000-0029

This deed was prepared by George H. O'Kelley, Jr., Attorney at Law, PO Box 1072, 715 Bay Street, Beaufort, South Carolina, 29901.

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below).

Borrower <u>Deborah L. Hamner</u>		Co-Borrower <u>Jamie R. Hamner</u>	
Mortgage ☐ VA ☒ Conventional ☐ Other (explain): _____			
Applied for: ☐ FHA ☐ USDA/Rural Housing Service		Agency Case Number _____ Lender Case Number _____	
Amount \$ 305,000.00	Interest Rate 6.000 %	No. of Months 360	Amortization Type: ☐ Fixed Rate ☐ Other (explain): _____ ☐ GPM ☒ ARM (type): 2 Year ARM
Subject Property Address (street, city, state, & ZIP) 10 Meredith Lane, Beaufort, SC 29907 County: Beaufort			
Legal Description of Subject Property (attach description if necessary) See Preliminary Title Report			No. of Units 1 Year Built _____
Purpose of Loan: ☒ Purchase ☐ Construction ☐ Other (explain): _____ ☐ Refinance ☐ Construction-Permanent		Property will be: ☒ Primary Residence ☐ Secondary Residence ☐ Investment	
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot (b) Cost of Improvements Total (a+b)
\$	\$	\$	\$
Complete this line if this is a refinance loan.			
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance Describe Improvements ☐ made ☐ to be made
\$	\$	\$	Cost \$
Title will be held in what Name(s) Deborah L. Hamner, Jamie R. Hamner		Manner in which Title will be held Joint tenants	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain): Equity On Pending Sale		Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date)	
Borrower's Name (include Jr. or Sr. if applicable) Deborah L. Hamner			
Social Security Number _____		Home Phone (incl. area code) _____	
DOB (MM/DD/YYYY) _____		Yrs. School _____	
☒ Married ☐ Unmarried (include single, divorced, widowed)		Dependents (not listed by Co-Borrower) no. ages	
☐ Separated		☐ Separated	
Present Address (street, city, state, ZIP) 11 Southern Magnolia Drive Beaufort, SC 29907		Present Address (street, city, state, ZIP) 11 Southern Magnolia Drive Beaufort, SC 29907	
Mailing Address, if different from Present Address 11 Southern Magnolia Drive Beaufort, SC 29907		Mailing Address, if different from Present Address 11 Southern Magnolia Drive Beaufort, SC 29907	
If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP) PSC 557 Box 1443 Fpo, AP 96379		Former Address (street, city, state, ZIP) PSC 557 Box 1443 Fpo, AP 96379	
☐ Own ☒ Rent No. Yrs. 4Y		☐ Own ☒ Rent No. Yrs. 4Y	
Borrower's Name (include Jr. or Sr. if applicable) Jamie R. Hamner			
Social Security Number _____		Home Phone (incl. area code) _____	
DOB (MM/DD/YYYY) _____		Yrs. School _____	
☒ Married ☐ Unmarried (include single, divorced, widowed)		Dependents (not listed by Borrower) no. ages	
☐ Separated		☐ Separated	
Present Address (street, city, state, ZIP) 11 Southern Magnolia Drive Beaufort, SC 29907		Present Address (street, city, state, ZIP) 11 Southern Magnolia Drive Beaufort, SC 29907	
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☐ Own ☒ Rent No. Yrs. 4Y		☐ Own ☒ Rent No. Yrs. 4Y	
Borrower's Name (include Jr. or Sr. if applicable) Deborah L. Hamner			
Social Security Number _____		Home Phone (incl. area code) _____	
DOB (MM/DD/YYYY) _____		Yrs. School _____	
☒ Married ☐ Unmarried (include single, divorced, widowed)		Dependents (not listed by Co-Borrower) no. ages	
☐ Separated		☐ Separated	
Present Address (street, city, state, ZIP) 11 Southern Magnolia Drive Beaufort, SC 29907		Present Address (street, city, state, ZIP) 11 Southern Magnolia Drive Beaufort, SC 29907	
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☐ Own ☒ Rent No. Yrs. 4Y		☐ Own ☒ Rent No. Yrs. 4Y	
Borrower's Name (include Jr. or Sr. if applicable) Jamie R. Hamner			
Social Security Number _____		Home Phone (incl. area code) _____	
DOB (MM/DD/YYYY) _____		Yrs. School _____	
☒ Married ☐ Unmarried (include single, divorced, widowed)		Dependents (not listed by Borrower) no. ages	
☐ Separated		☐ Separated	
Present Address (street, city, state, ZIP) 11 Southern Magnolia Drive Beaufort, SC 29907		Present Address (street, city, state, ZIP) 11 Southern Magnolia Drive Beaufort, SC 29907	
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☐ Own ☒ Rent No. Yrs. 4Y		☐ Own ☒ Rent No. Yrs. 4Y	

PLAINTEXT EXHIBIT

SCBT, National Association

MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expenses	Present	Proposed
Base Empl. Income*	\$ 3,859.60	\$ 4,086.70	\$ 7,946.20	Rent	\$	
Overtime				First Mortgage (P&I)	\$ 918.00	\$ 1,278.78
Bonuses				Other Financing (P&I)	\$ 166.00	
Commissions				Hazard Insurance		\$ 160.00
Dividends/Interest				Real Estate Taxes		\$ 105.00
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
	\$ 1,476.87	\$ 1,832.87	\$ 3,308.74	Other:		
Total	\$ 5,335.37	\$ 5,918.57	\$ 11,253.94	Total	\$ 1,084.00	\$ 1,533.76

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Described Other Income. Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C		Monthly Amount
B	Military Rations Allowance	\$ 323.87
B	Military Quarters Allowance	\$ 1,152.00
C	Military Rations Allowance and Military Qtrs Allowance	\$ 1,832.87

NET ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-appliable spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed ☐ Jointly ☐ Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		
Description				Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:	\$				
List checking and savings accounts below			Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union:			BB&T	\$ 918.00	\$ 100,801.00
Fidelity Destiny			PO BOX 2027	0	
First Command			GREENVILLE, SC 29602		
Acct. no.	\$	9,000.00	Acct. no.		
Name and address of Bank, S&L, or Credit Union:			GREEN TREE SERVICING	\$ Payment/Months	\$
Fidelity Destiny			332 MINNESOTA ST STE 610	\$ 166.00	\$ 22,047.00
First Command			SAINT PAUL, MN 55101	133	
Acct. no.	\$	18,000.00	Acct. no.		
Name and address of Bank, S&L, or Credit Union:			NAVY FCU	\$ Payment/Months	\$
Fidelity Destiny			PO BOX 3600	340.00	14,805.00
First Command			MERRIFIELD, VA 22116	0	
Acct. no.	\$	18,000.00	Acct. no.		
Name and address of Bank, S&L, or Credit Union:			NAVY FCU	\$ Payment/Months	\$
Fidelity Destiny			PO BOX 3600	440.00	11,547.00
First Command			MERRIFIELD, VA 22116	0	
Acct. no.	\$	27,000.00	Acct. no.		
Stocks & Bonds (Company name/number & description)			NAVY FCU	\$ Payment/Months	\$
			820 FOLLIN LN SE	177.00	8,816.00
			VIENNA, VA 22180	50	
Acct. no.	\$		Acct. no.		
Life Insurance net cash value	\$		Name and address of Company	\$ Payment/Months	\$
Face amount: \$			BK OF AMER	534.00	4,775.00
Subtotal Liquid Assets	\$	87,000.00	201 N TRYON ST	0	
Real estate owned (enter market value from schedule of real estate owned)	\$	152,000.00	CHARLOTTE, NC 28202		
Acct. no.	\$		Acct. no.		
Joint Interest in retirement fund	\$		NAVY FEDERAL CR UNIO	\$ Payment/Months	\$
Net worth of business(es) owned (attach financial statement)	\$			20.00	891.00
Acct. no.	\$		820 FOLLIN LANE	45	
Acct. no.	\$		VIENNA, VA 22180		
Acct. no.	\$		Acct. no.		
Other Assets (itemize)	\$		Alimony/Child Support/Separate Maintenance Payments Owed to:		
			Job-Related Expense (child care, union dues, etc.)		
			Total Monthly Payments	\$ 1,511.00	
Total Assets a.	\$	239,000.00	Total Liabilities b.	\$	163,682.00

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SCBT, National Association

V. ASSETS AND LIABILITIES (cont.)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
11 Southern Magnolia Drive Beaufort, SC 29907	PS SFR	\$ 152,000.00	\$ 122,848.00	\$	\$ 1,084.00	\$ 0.00	\$
	Totals	\$ 152,000.00	\$ 122,848.00	\$	\$ 1,084.00	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Names

Creditor Name

Account Number

SAVING DETAILS OF TRANSACTION

SEVEN GENERATIONS

a. Purchase Price	\$ 308,900.00	If you answer "Yes" to any questions a through l, please use continuation sheet for explanation.	Borrower		Co-Borrower	
b. Alterations, Improvements, repairs			Yes	No	Yes	No
c. Land (if acquired separately)						
d. Refinance (incl. debts to be paid off)						
e. Estimated prepaid items	2,430.82					
f. Estimated closing costs	6,326.76					
g. PMI, MIP, Funding Fee						
h. Discount (if Borrower will pay)						
i. Total costs (add items a through h)	316,657.37					
j. Subordinate financing						
k. Borrower's closing costs paid by Seller						
l. Other Credits (explain)						
Total Other Paid CC	3,000.00					
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	306,900.00					
n. PMI, MIP, Funding Fee financed						
o. Loan amount (add m & n)	306,900.00					
p. Cash from / to Borrower (subtract k, l & o from i)	5,757.37					

a. Are there any outstanding judgments against you?	☐	☒	☐	☒
b. Have you been declared bankrupt within the past 7 years?	☐	☒	☐	☒
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	☐	☒	☐	☒
d. Are you a party to a lawsuit?	☐	☒	☐	☒
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, installment (private) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)	☐	☒	☐	☒
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond or loan guarantee? If "Yes," give details as described in the preceding question.	☐	☒	☐	☒
g. Are you obligated to pay alimony, child support, or separate maintenance?	☐	☒	☐	☒
h. Is any part of the down payment borrowed?	☐	☒	☐	☒
i. Are you a co-maker or endorser on a note?	☐	☒	☐	☒
j. Are you a U.S. citizen?	☒	☐	☒	☐
k. Are you a permanent resident alien?	☐	☒	☐	☒
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	☒	☐	☒	☐
m. Have you had an ownership interest in a property in the last three years?	☒	☐	☒	☐
(1) What type of property did you own — principal residence (PR), second home (SH), or investment property (IP)?	PR		PR	
(2) How did you hold title to the home — solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	SP		SP	

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges, that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation set forth in this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1014, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust in favor of the Lender; (3) the property will not be used for agricultural or prohibited purposes; (4) the undersigned understands that this application or any part thereof is being made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicer, processors, successors or assigns may retain the original and/or electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) In the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment: Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature

Date _____

Co-Builder's Story

Date _____

x Deborah L. Hammon

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X

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INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review this above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER ☐ I do not wish to furnish this information.

CO-BORROWER ☐ I do not wish to furnish this information.

Ethnicity: ☐ Hispanic or Latino ☒ Not Hispanic or Latino

Race: ☐ American Indian or Alaska native ☐ Asian ☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander ☒ White

Ethnicity: ☐ Hispanic or Latino ☒ Not Hispanic or Latino

Race: ☐ American Indian or Alaska native ☐ Asian ☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander ☒ White

Sex: ☒ Female ☐ Male

Sex: ☐ Female ☒ Male

To be Completed by Interviewer This application was taken by: ☒ Face-to-face interview ☐ Mail ☐ Telephone ☐ Internet	Interviewer's Name (print or type) Doug Jacobs Interviewer's Signature  Interviewer's Phone Number (incl. area code) 843-621-6607
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Name and Address of Interviewer's Employer
SCBT, National Association
189 Sea Island Parkway
Lady's Island, SC 29907
(P) 800-277-2175
(E) 843-521-5665

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SCBT, National Association

Continuation Sheet/Residential Loan Application		
Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower: Deborah L. Hamner	Agency Case Number:
	Co-Borrower: Jamie R. Hamner	Lender Case Number:

[Large handwritten 'X' mark across the page]

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: x <i>Deborah L. Hamner</i>	Date: 2/13/10	Co-Borrower's Signature: x <i>J. Hamner</i>	Date: 2/13/10
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Federal Truth-In-Lending Disclosure Statement

Lender/Broker: SCBT, National Association	Loan Number: 30231002026179	TIL Date: 02/13/2010
Borrower(s): Deborah L. Hamner Jamie R. Hamner	Property Address: 10 Meredith Lane Beaufort, SC 29907	
☒ Initial Disclosure estimated at time of application ☐ Final Disclosure based on contract terms		

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you assuming the annual percentage rate does not change.	The amount of credit provided to you or on your behalf as of loan closing.	The amount you will have paid after you have made all payments as scheduled assuming the annual percentage rate does not change.
E 4.651 %	E \$ 262,423.87	E \$ 302,942.00	E \$ 585,365.87

Your Payment Schedule Will Be:

Number of Payments	* Amount of Payments	Monthly Payments Are Due Beginning:	Number of Payments	* Amount of Payments	Monthly Payments Are Due Beginning:
12	1,278.75	04/01/2010			
347	1,580.51	04/01/2011			
1	1,683.80	03/01/2040			

* Includes mortgage insurance premiums, excludes taxes, hazard insurance and flood insurance.

- ☐ Demand Feature: This loan transaction has a demand feature.
☐ Required Deposit: The annual percentage rate does not take into account your required deposit.
☒ Variable Rate Feature: Your loan contains a Variable Rate Feature. Disclosures about the Variable Rate Feature have been provided to you separately.

Security Interest: You are giving security interest in: 10 Meredith Lane, Beaufort SC 29907

☒ the goods or property being purchased. ☐ real property you already own.

Filing or Recording Fees: \$35.00

Late Charge: If a payment is more than 15 days late, you will be charged \$ 76.69 / 5.000 % of the payment.

Prepayment: If you pay off your loan early, you

- ☐ may ☒ will not have to pay a penalty.
☐ may ☒ will not be entitled to a refund of part of the finance charge.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature:
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

This loan transaction requires the following insurance:

- ☒ Hazard Insurance ☐ Flood Insurance ☐ Credit Insurance ☐ Credit Life Insurance ☐ MMI ☐ PMI

Borrower(s) may obtain hazard and flood insurance through any person of his/her choice, provided said carrier meets the requirements of the Lender. If Borrower desires Property Insurance to be obtained through the Lender's designated agency, the cost will be set forth in a separate insurance statement furnished by the Lender.

☐ If you purchase insurance from creditor, you will pay \$ for a one-year term.

Assumption: Someone buying your house:

- ☐ may ☐ may, subject to conditions, ☒ may not assume the remainder of your loan on the original terms.

See your contract documents for additional information regarding nonpayment, default, right to accelerate the maturity of the obligation, prepayment rebates and penalties, and the Lender's policy regarding assumption of the obligation.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

- ☒ All dates and numerical disclosures except late payment disclosures are estimates. E means an estimate.

*The undersigned hereby acknowledge receiving and reading a completed copy of this disclosure along with copies of the documents provided. The delivery and signing of this disclosure does not constitute an obligation on the part of the lender to make, or the Borrower(s) to accept, the loan as identified.

Read, acknowledged and accepted this 13th day of February, 2010

By: Doug Jacobs

Deborah L. Hamner

2/13/10
Date

Jamie R. Hamner
Co-borrower
Date

2/13/10
Date

Federal Truth-In-Lending Disclosure – Itemization of Amount Financed

Borrower(s): Deborah L. Hamner Jamie R. Hamner		Lender/Broker: SCBT, National Association	
		Preparation Date: 02/13/2010	
PAI Payment: \$ 1,278.75		Interest Rate: 6.000 %	Loan Number: 30231002026179
Loan Amount	Prepaid Finance Charges	Amount Financed	
\$ 306,900.00	\$ 3,958.00	\$ 302,942.00	
		P.O.C.	
801 Our Origination Charge Includes			\$ 3,494.00
801c. Processing Fees	400.00		
801f. Origination Fee	3,000.00		
801g. Doc Prep Fee	20.00		
801h. Advance Satisfaction Fee	6.00		
801i. Origination Fee	69.00		
807 Flood Certification To: FDSI			\$ 14.00
1102 Settlement or Closing Fee to			\$ 450.00
PREPAID FINANCE CHARGE			\$ 3,958.00
804 Appraisal Fee To:			\$ 450.00
808 Construction Inspection Fee			\$ 375.00
901 Prepaid Interest 16 days @ \$42.0411			\$ 630.62
903 First Year Homeowner's Insurance for 12 mths to			\$ 1,800.00
1002 Homeowner's Insurance months @ \$150.00 per month			
1004 Taxes months @ \$105.00 per month			
1103 Owner's Title Insurance to			\$ 75.00
1104 Lender's Title Insurance to			\$ 668.75
1109 Title Search			\$ 225.00
1110 Title Binder			\$ 100.00
1111 Loan Modification			\$ 350.00
1112 Phone/Fax/Overnight			\$ 90.00
1202 Recording Fees To:			\$ 35.00
AMOUNT PAID ON YOUR ACCOUNT/PAID TO OTHERS ON YOUR BEHALF			\$ 8,767.37

**A. Settlement Statement (HUD-1)****B. Type of Loan**

1. ☐ FHA	2. ☐ RHS	3. ☒ Conv. Unins.	6. File Number:	7. Loan Number: 30231002026179	8. Mortgage Insurance Case Number:
4. ☐ VA	5. ☐ Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Deborah L. Hamner Jamie R. Hamner 11 Southern Magnolia Drive Beaufort, SC 29907	E. Name & Address of Seller:	F. Name & Address of Lender: SCBT, National Association 189 Sea Island Parkway Ladys Island, SC 29907
G. Property Location: 10 Meredith Lane Beaufort, SC 29907	H. Settlement Agent: Place of Settlement:	I. Settlement Date: 03/08/2010

J. Summary of Borrower's Transaction

101 Gross Amount Due from Borrower	
102 Cash	306,900.00
103 Seller's Contribution	
104 Seller's Contribution (p.o.c.)	8,757.37
105 Seller's Contribution (p.o.c.)	
106 Seller's Contribution (p.o.c.)	
107 Seller's Contribution (p.o.c.)	
108 Seller's Contribution (p.o.c.)	
109 Seller's Contribution (p.o.c.)	
110 Seller's Contribution (p.o.c.)	
111 Seller's Contribution (p.o.c.)	
112 Seller's Contribution (p.o.c.)	
113 Seller's Contribution (p.o.c.)	
114 Seller's Contribution (p.o.c.)	
115 Seller's Contribution (p.o.c.)	
116 Seller's Contribution (p.o.c.)	
117 Seller's Contribution (p.o.c.)	
118 Seller's Contribution (p.o.c.)	
119 Seller's Contribution (p.o.c.)	
120 Gross Amount Due from Borrower	315,657.37
201 Amount Paid by Borrower to Seller	
202 Cash	306,900.00
203 Seller's Contribution	
204 Seller's Contribution (p.o.c.)	3,000.00
205 Seller's Contribution (p.o.c.)	
206 Seller's Contribution (p.o.c.)	
207 Seller's Contribution (p.o.c.)	
208 Seller's Contribution (p.o.c.)	
209 Seller's Contribution (p.o.c.)	
210 Seller's Contribution (p.o.c.)	
211 Seller's Contribution (p.o.c.)	
212 Seller's Contribution (p.o.c.)	
213 Seller's Contribution (p.o.c.)	
214 Seller's Contribution (p.o.c.)	
215 Seller's Contribution (p.o.c.)	
216 Seller's Contribution (p.o.c.)	
217 Seller's Contribution (p.o.c.)	
218 Seller's Contribution (p.o.c.)	
219 Seller's Contribution (p.o.c.)	
220 Total Amount Paid by Borrower to Seller	309,900.00
301 Cash Amount from Borrower	
302 Cash Amount (p.o.c.) from Borrower (Line 120)	315,657.37
303 Cash Amount Paid by Borrower (Line 220)	(309,900.00)
304 Cash	5,757.37

K. Summary of Seller's Transaction

401 Gross Amount Due to Seller	
402 Cash	306,900.00
403 Seller's Contribution	
404 Seller's Contribution (p.o.c.)	
405 Seller's Contribution (p.o.c.)	
406 Seller's Contribution (p.o.c.)	
407 Seller's Contribution (p.o.c.)	
408 Seller's Contribution (p.o.c.)	
409 Seller's Contribution (p.o.c.)	
410 Seller's Contribution (p.o.c.)	
411 Seller's Contribution (p.o.c.)	
412 Seller's Contribution (p.o.c.)	
413 Seller's Contribution (p.o.c.)	
414 Seller's Contribution (p.o.c.)	
415 Seller's Contribution (p.o.c.)	
416 Seller's Contribution (p.o.c.)	
417 Seller's Contribution (p.o.c.)	
418 Seller's Contribution (p.o.c.)	
419 Seller's Contribution (p.o.c.)	
420 Gross Amount Due to Seller	306,900.00
501 Cash Amount Due to Seller	
502 Cash Amount (p.o.c.) Due to Seller (Line 420)	
503 Cash Amount Due to Seller (Line 420)	
504 Cash	
505 Cash (p.o.c.)	
506 Cash (p.o.c.)	
507 Cash (p.o.c.)	
508 Cash (p.o.c.)	
509 Cash (p.o.c.)	
510 Cash (p.o.c.)	
511 Cash (p.o.c.)	
512 Cash (p.o.c.)	
513 Cash (p.o.c.)	
514 Cash (p.o.c.)	
515 Cash (p.o.c.)	
516 Cash (p.o.c.)	
517 Cash (p.o.c.)	
518 Cash (p.o.c.)	
519 Cash (p.o.c.)	
520 Total Cash Amount Due to Seller	
601 Cash (Settlement from Seller)	
602 Cash Amount Due to Seller (Line 420)	306,900.00
603 Cash Amount Due to Seller (Line 420)	
604 Cash	306,900.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

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REQUIRED SERVICE PROVIDERS DISCLOSURE

Date: // //

Applicant: Deborah L. Hamner
Jamie R. Hamner

Property: 10 Meredith Lane
Beaufort SC 29907

Listed below are providers of services which we require you use. The charges or range indicated in the "Good Faith Estimate" are based upon the corresponding charge of the below designated providers.

1. Your credit report will be provided by:

EQUIFAX MORTGAGE SOLUTIONS
6 E CLEMENTON RD; STE A-2
GIBBSBORO, NJ 08026
1-800-333-0037

LANDSAFE CREDIT, INC.
1515 WALNUT GROVE AVE.
ROSEMEAD, CA 91770
1-800-572-5673

Nature of Relationship: We have regularly used or required borrowers to use the services of this provider within the last 12 months.

2. A search to determine if your home is in a zone requiring flood insurance will be performed by:

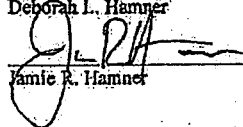
FIRST AMERICAN FLOOD DATA SERVICES
11902 BURNET RD.
AUSTIN, TX 78758
1-800-447-1772

Nature of Relationship: We have regularly used or required borrowers to use the services of this provider within the last 12 months.

3. An appraisal of the property will be prepared by an appraiser selected from a lender-approved list.

Please refer to the attached "Good Faith Estimate" for the estimated costs for these services. Your HUD-1 settlement statement at closing will disclose the actual costs paid by you. We intend to use the above listed providers of services, but reserve the right to substitute a provider based upon their ability and/or availability to provide the services necessary to close your transaction.

I/we have read this disclosure, understand its contents, and have received a copy of the same as evidenced by my/our signature(s) below.


Deborah L. Hamner

Jamie R. Hamner

2/13/10
Date
2/13/10
Date

SCBT, National Association
Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.
If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (see below).

Borrower <u>Deborah Hamner</u>		Co-Borrower <u>Jaime R. Hamner</u>	
TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage ☐ VA ☒ Conventional ☐ Other (explain):	Agency Case Number		Lender Case Number
Applied for: ☐ FHA ☐ USDA/Rural Housing Service			
Amount \$ 319,600.00	Interest Rate 6.000 %	No. of Months 360	Amortization ☐ Fixed Rate ☐ Other (explain): Type: ☐ GPM ☒ ARM (type): 2 Year ARM
PROPERTY INFORMATION AND PURPOSE OF LOAN			
Subject Property Address (street, city, state, & ZIP) 10 Meredith Lane, Beaufort, SC 29907 County: Beaufort			No. of Units 1
Legal Description of Subject Property (attach description if necessary) See Preliminary Title Report			Year Built
Purpose of Loan: ☒ Purchase ☐ Construction ☐ Other (explain): ☐ Refinance ☐ Construction-Permanent		Property will be: ☒ Primary Residence ☐ Secondary Residence ☐ Investment	
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot (b) Cost of Improvements Total (a+b)
	\$	\$	\$ \$
Complete this line if this is a refinance loan.			
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance Describe Improvements ☐ made ☐ to be made
	\$	\$	Cost \$
Title will be held in what Name(s) Deborah L. Hamner, Jaime R. Hamner		Manner in which Title will be held Joint tenants	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain). Equity On Pending Sale		Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date)	
Borrower's Information			
Borrower's Name (include Jr. or Sr. if applicable) Deborah L. Hamner		Co-Borrower's Name (include Jr. or Sr. if applicable) Jaime R. Hamner	
Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School
☒ Married ☐ Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower) no. ages:		☒ Married ☐ Unmarried (include single, divorced, widowed)
☐ Separated			☐ Separated
Present Address (street, city, state, ZIP) 11 Southern Magnolia Drive Beaufort, SC 29907	☒ Own ☐ Rent No. Yrs. 8Y6M	Present Address (street, city, state, ZIP) 11 Southern Magnolia Drive Beaufort, SC 29907	
Mailing Address, if different from Present Address 11 Southern Magnolia Drive Beaufort, SC 29907		Mailing Address, if different from Present Address 11 Southern Magnolia Drive Beaufort, SC 29907	
If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP): ☐ Own ☒ Rent No. Yrs. PSC 667 Box 1443 Fpo, AP 96379 4Y		Former Address (street, city, state, ZIP): ☐ Own ☒ Rent No. Yrs. PSC 667 Box 1443 Fpo, AP 96379 4Y	
Borrower's Employment Information			
Name & Address of Employer ☐ Self Employed Yrs. on this job U.S. Marine Corps 6th MCD, MCRD Parris Island Beaufort, SC 29905 15Y		Name & Address of Employer ☐ Self Employed Yrs. on this job U.S. Marine Corps H&S Bn, Band, MCRD Parris Island Beaufort, SC 29905 18Y	
Position/Title/Type of Business Gunnery Sgt E7 Business Phone (incl. area code) 843-228-2090		Position/Title/Type of Business Gunnery Sgt E7 Business Phone (incl. area code) 843-228-3743	
If employed in current position for less than two years or if currently employed in more than one position, complete the following:			
Name & Address of Employer ☐ Self Employed Dates (from-to)		Name & Address of Employer ☐ Self Employed Dates (from-to)	
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business Business Phone (incl. area code)		Position/Title/Type of Business Business Phone (incl. area code)	
Name & Address of Employer ☐ Self Employed Dates (from-to)		Name & Address of Employer ☐ Self Employed Dates (from-to)	
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business Business Phone (incl. area code)		Position/Title/Type of Business Business Phone (incl. area code)	

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SCBT, National Association

MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 3,869.80	\$ 4,085.70	\$ 7,945.20	Rent	\$	
Overtime				First Mortgage (P&I)	918.00	\$ 1,331.67
Bonuses				Other Financing (P&I)	166.00	
Commissions				Hazard Insurance		150.00
Dividends/Interest				Real Estate Taxes		105.00
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notes in "describe other income," below)				Homeowner Assn. Dues		
	1,475.87	1,832.87	3,308.74	Other:		
Total	\$ 5,335.37	\$ 5,918.57	\$ 11,253.94	Total	\$ 1,084.00	\$ 1,586.67

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C		Monthly Amount
B	Military Rations Allowance	\$ 323.87
B	Military Quarters Allowance	1,152.00
C	Military Rations Allowance and Military Qtrs Allowance	1,832.87

ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed: ☐ Jointly ☐ Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		
Description			Name and address of Company	Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:	\$				
List checking and savings accounts below					
Name and address of Bank, S&L, or Credit Union			BB&T	*918.00	*100,801.00
Fidelity Destiny First Command			PO BOX 2027 GREENVILLE, SC 29602		
Acct. no.	\$	8,000.00	Acct. no.		
Name and address of Bank, S&L, or Credit Union			GREEN TREE SERVICING	*166.00	*22,047.00
Fidelity Destiny First Command			332 MINNESOTA ST STE 810 SAINT PAUL, MN 55101	133	
Acct. no.	\$	18,000.00	Acct. no.		
Name and address of Bank, S&L, or Credit Union			NAVY FCU	340.00	14,805.00
Fidelity Destiny First Command			PO BOX 3600 MERRIFIELD, VA 22118		
Acct. no.	\$	18,000.00	Acct. no.		
Name and address of Bank, S&L, or Credit Union			NAVY FCU	440.00	11,547.00
Fidelity Destiny First Command			PO BOX 3600 MERRIFIELD, VA 22118		
Acct. no.	\$	27,000.00	Acct. no.		
Stocks & Bonds (Company name/number & description)			NAVY FCU	177.00	8,816.00
			820 FOLLIN LN SE VIENNA, VA 22180	50	
Acct. no.	\$		Acct. no.		
Life Insurance net cash value	\$		BK OF AMER	534.00	4,775.00
Face amount: \$			201 N TRYON ST CHARLOTTE, NC 28202		
Subtotal Liquid Assets	\$	87,000.00	Acct. no.		
Real estate owned (enter market value from schedule of real estate owned)	\$	162,000.00	Name and address of Company		
Vested interest in retirement fund	\$		NAVY FEDERAL CR UNIO	20.00	891.00
Net worth of business(es) owned (attach financial statement)	\$		820 FOLLIN LANE VIENNA, VA 22180	45	
Automobiles owned (make and year)	\$		Acct. no.		
Other Assets (itemize)	\$		Alimony/Child Support/Separate Maintenance Payments Owed to:		
			Job-Related Expense (child care, union dues, etc.)		
			Total Monthly Payments	\$ 1,611.00	
Total Assets a.	\$	239,000.00	Total Liabilities b.	\$	163,882.00

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SCBT, National Association

Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application.

Borrower:	Deborah L. Hamner
Co-Borrower:	Jalme R. Hamner

Agency Case Number:

Lender Case Number:

ASSETS AND LIABILITIES					
Assets		Cash or Market Value	Liabilities	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union SCBT			Name and address of Company	\$ Payment/Months	\$
Acct. No.		\$ 15,000.00	Acct. No.		
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. No.		\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. No.		\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. No.		\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. No.		\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. No.		\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. No.		\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. No.		\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. No.		\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. No.		\$	Acct. No.		

1/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:

Date _____

Co-Borrower's Signature

Date _____

x. Debrahl Hamme

3/2/00

X

3	2	10
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Good Faith Estimate (GFE)

Name of Originator SCBI National Association Doug Jacobs	Borrower Deborah L. Hamper Jaime R. Hamper
Originator Address 189 Seaside Parkway Beaufort, NC 28507	Property Address 10 Mardian Lane Beaufort, NC 28507
Originator Phone Number 252-521-5607	Date of GFE 03/21/2010
Originator Email doug.jacobs@scbionline.com	

Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's Special Information Booklet on settlement charges, your Truth-in-Lending Disclosures, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

- The interest rate for this GFE is available through **03/21/2010**. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
- This estimate for all other settlement charges is available through **//**.
- After you lock your interest rate, you must go to settlement within **30** days (your rate lock period) to receive the locked interest rate.
- You must lock the interest rate at least **15** days before settlement.

Summary of your loan

Your initial loan amount	\$ 319,600.00
Your loan term	30 years
Your initial interest rate	5.000 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance	\$ 1,331.67 per month
Can your interest rate rise?	☐ No ☒ Yes, it can rise to a maximum of 11.000 % . The first change will be in 12 months .
Even if you make payments on time, can your loan balance rise?	☒ No ☐ Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	☐ No ☒ Yes, the first increase can be in 12 months and the monthly amount owed can rise to \$ 2,148.13 . The maximum it can ever rise to is \$ 3032.17 .
Does your loan have a prepayment penalty?	☒ No ☐ Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	☒ No ☐ Yes, you have a balloon payment of \$ due in years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ **1,331.67**.

Do we require you to have an escrow account for your loan?

☐ No, you do not have an escrow account. You must pay these charges directly when due.

☐ Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A Your Adjusted Origination Charges (See page 2)	\$ 3,621.00
B Your Charges for All Other Settlement Services (See page 2)	\$ 3,489.46
A + B Total Estimated Settlement Charges	\$ 7,110.46

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Understanding
your estimated
settlement
charges

Some of these
charges can change
at settlement. See the
top of page 3 for more
information.

Your Adjusted Origination Charges		
1. Origination charge This charge is for getting this loan for you.		3,821.00
2. Your credit or charge (points) for the specific interest rate chosen ☒ This credit or charge for the interest rate of <u>5.000</u> is included in our origination charge. (See item 1 above) ☐ You receive a credit of <u> </u> for this interest rate of <u> </u> This credit reduces your settlement charges. ☐ You pay a charge of \$ <u> </u> for this interest rate of <u> </u> This charge (points) increases your total settlement charges. The Good Faith Estimate on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.		0.00
A	Your Adjusted Origination Charges	\$ 3,821.00
Your Charges for All Other Settlement Services		
3. Required services that we select These charges are for services we require to complete your settlement. We will choose the providers of these services. Service Charge Appraisal Fee 450.00 Flood Certification 14.00 Construction Inspection Fee 775.00		839.00
4. Title services and lender's title insurance This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.		1,883.75
5. Owner's title insurance You may purchase an owner's title insurance policy to protect your interest in the property.		75.00
6. Required services that you can shop for These charges are for other services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below. Service Charge Escrow Fee 150.00 Recording Fee 150.00 Transfer Tax 150.00 Title Insurance 150.00		
7. Government recording charges These charges are for state and local fees to record your loan and title documents.		35.00
8. Transfer taxes These charges are for state and local fees on mortgages and home sales.		
9. Initial deposit for your escrow account This charge is held in an escrow account to pay future recurring charges on your property and includes ☐ full property taxes, ☐ full insurance, and ☐ other <u> </u>		
10. Daily interest charges This charge is for the daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ <u>43,780.8</u> per day for <u>15</u> days if your settlement is <u>11</u>		656.71
11. Homeowner's insurance This charge is for the insurance you must buy for the property to protect from a loss, such as fire. Policy # <u> </u> Charge <u> </u>		
B	Your Charges for All Other Settlement	\$ 3,489.46
A	+ B	Total Estimated Settlement Charges
		\$ 7,110.46

Instructions

Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement:	The total of these charges can increase up to 10% at settlement:	These charges can change at settlement:
- Our origination charge (your credit or charge (points) for the reported interest rate chosen (after you lock in your interest rate)) - Your adjusted origination charges (after you lock in your interest rate) - Transfer taxes	- Required services that we select (title services and lender's title insurance (if we select them or you use companies we identify)) - Owner's title insurance (if you use companies we identify) - Required services that you can shop for (if you use companies we identify) - Government recording charges	- Required services that you can shop for (if you do not use companies we identify) - Title services and lender's title insurance (if you do not use companies we identify) - Owner's title insurance (if you do not use companies we identify) - Initial deposit for your escrow account - Daily interest charges - Homeowner's insurance

Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

If you want to choose this same loan with lower settlement charges, then you will have a higher interest rate.

If you want to choose this same loan with a lower interest rate, then you will have higher settlement charges.

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$ 319,600.00	\$ 319,600.00	\$ 319,600.00
Your initial interest rate	5.000 %	%	%
Your initial monthly amount owed	\$ 1,331.87	\$	\$
Change in the monthly amount owed from this GFE	No change	You will pay \$ more every month	You will pay \$ less every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be reduced by \$	Your settlement charges will increase by \$
How much your total estimated settlement charges will be	\$ 7,110.46	\$	\$

¹ For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name				
Initial loan amount				
Loan term				
Initial interest rate				
Initial monthly amount owed				
Rate lock period				
Cap interest rate (if adjustable)				
Can loan balance rise?				
Can monthly amount owed rise?				
Prepayment penalty				
Balance prepaid				
Total Estimated Settlement Charges				

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.



Federal Truth-In-Lending Disclosure Statement

Lender/Broker: SCBT, National Association	Loan Number: 30231002028179	TIL Date: 03/02/2010
Borrower(s): Deborah L. Hamner Jaime R. Hamner	Property Address: 10 Meredith Lane Beaufort, SC 29907	
☒ Initial Disclosure estimated at time of application ☐ Final Disclosure based on contract terms		

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you assuming the annual percentage rate does not change.	The amount of credit provided to you or on your behalf as of loan closing.	The amount you will have paid after you have made all payments as scheduled assuming the annual percentage rate does not change.
E 4.650 %	E \$ 273,244.19	E \$ 315,515.00	E \$ 588,769.19

Your Payment Schedule Will Be:

Number of Payments	* Amount of Payments	Monthly Payments Are Due Beginning	Number of Payments	* Amount of Payments	Monthly Payments Are Due Beginning
12	1,321.67	04/01/2010			
347	1,645.92	04/01/2011			
1	1,644.91	03/01/2040			

* Includes mortgage insurance premiums; excludes taxes, hazard insurance and flood insurance.

- ☐ **Demand Feature:** This loan transaction has a demand feature.
☐ **Required Deposit:** The annual percentage rate does not take into account your required deposit.
☒ **Variable Rate Feature:** Your loan contains a Variable Rate Feature. Disclosures about the Variable Rate Feature have been provided to you separately.

Security Interest: You are giving security interest in: 10 Meredith Lane, Beaufort SC 29907

☒ the goods or property being purchased.
 ☐ real property you already own.

Filing or Recording Fees: \$35.00

Late Charge: If a payment is more than 15 days late, you will be charged \$ **79.23 / 5.000 %** of the payment.

Prepayment: If you pay off your loan early, you

- ☐ may ☒ will not have to pay a penalty.
☐ may ☒ will not be entitled to a refund of part of the finance charge.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature	
Credit Life		I want credit life insurance.	Signature: _____
Credit Disability		I want credit disability insurance.	Signature: _____
Credit Life and Disability		I want credit life and disability insurance.	Signature: _____

This loan transaction requires the following insurance:

- ☒ Hazard Insurance
 ☐ Flood Insurance
 ☐ Credit Insurance
 ☐ Credit Life Insurance
 ☐ MMI
 ☐ PMI

Borrower(s) may obtain hazard and flood insurance through any person of his/her choice, provided said carrier meets the requirements of the Lender. If Borrower desires Property Insurance to be obtained through the Lender's designated agency, the cost will be set forth in a separate insurance statement furnished by the Lender.

☐ If you purchase insurance from creditor, you will pay \$ _____ for a one-year term.

Assumption: Someone buying your house:

- ☐ may ☐ may, subject to conditions, ☒ may not assume the remainder of your loan on the original terms.

See your contract documents for additional information regarding nonpayment, default, right to accelerate the maturity of the obligation, prepayment rebates and penalties, and the Lender's policy regarding assumption of the obligation.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

- ☒ All dates and numerical disclosures except late payment disclosures are estimates. E means an estimate.

"The undersigned hereby acknowledge receiving and reading a completed copy of this disclosure along with copies of the documents provided. The delivery and signing of this disclosure does not constitute an obligation on the part of the lender to make, or the Borrower(s) to accept, the loan as identified."

Read, acknowledged and accepted this 2nd day of March, 2010 By: Debra Jacobs

Deborah L. Hamner
 Borrower
 Date 3/2/10

Jaime R. Hamner
 Co-borrower
 Date 3/2/10

Federal Truth-In-Lending Disclosure – Itemization of Amount Financed

Borrower(s): Deborah L. Hamner Jaime R. Hamner		Lender/Broker: SCBT, National Association	
		Preparation Date: 03/02/2010	
P&I Payment: \$ 1,331.87	Interest Rate: 5.000 %	Loan Number: 30231002026178	
Loan Amount \$ 319,600.00	Prepaid Finance Charges \$ 4,085.00	Amount Financed \$ 315,515.00	

	P.O.C.	
801 Our Origination Charge Includes		\$ 3,621.00
801c. Processing Fees	400.00	
801f. Origination Fee	3,000.00	
801g. Doc Prep Fee	20.00	
801h. Advance Satisfaction Fee	5.00	
801i. Origination Fee	196.00	
807 Flood Certification To: FDSI		\$ 14.00
1102 Settlement or Closing Fee to		\$ 460.00
PREPAID FINANCE CHARGE		\$ 4,085.00
804 Appraisal Fee To: Coastal Appraisal Service		\$ 460.00
808 Construction Inspection Fee		\$ 376.00
901 Prepaid Interest 16 days @ \$43.7608		\$ 686.71
1002 Homeowner's Insurance months @ \$150.00 per month		
1004 Taxes months @ \$105.00 per month		
1103 Owner's Title Insurance to		\$ 75.00
1104 Lender's Title Insurance to		\$ 688.75
1109 Title Search		\$ 225.00
1110 Title Binder		\$ 100.00
1111 Loan Modification		\$ 350.00
1112 Phone/Fax/Overnight		\$ 90.00
1202 Recording Fees To:		\$ 35.00
AMOUNT PAID ON YOUR ACCOUNT/PAID TO OTHERS ON YOUR BEHALF		\$ 7,110.46

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Initials

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Itemization (eff. Jan 2010) ~ 11/2009 ~ Encompass360™

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B. Type of Loan

J. Summary of Borrower's Transaction

K. Summary of Seller's Transaction

400 Gross Amount Due to Seller	
401 Contingencies Payable to Buyer	319,600.00
402 Refund to Buyer	
403	
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420 Gross Amount Due to Seller	319,600.00
500 Total Balance in Amount Due to Seller	
501 Excess of Payment in Hand	
502 Selling Commission (10% of 400)	
503 Funding Fee (0.5% of 400)	
504 Payoff of Seller's Debt	
505 Payoff of Buyer's Debt	
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Previous editions are obsolete
HUD-1 p1 (eff. Jan 2010) ~ 11/2009 ~ Encompass360™

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REQUIRED SERVICE PROVIDERS DISCLOSURE

Date: // //

Applicant: **Deborah L. Hamner**
Jaime R. Hamner

Property: **10 Meredith Lane**
Beaufort SC 29907

Listed below are providers of services which we require you use. The charges or range indicated in the "Good Faith Estimate" are based upon the corresponding charge of the below designated providers.

1. Your credit report will be provided by:

EQUIFAX MORTGAGE SOLUTIONS
6 E CLEMENTON RD, STE A-2
GIBBSBORO, NJ 08026
1-800-333-0037

LANDSAFE CREDIT, INC.
1515 WALNUT GROVE AVE.
ROSEMEAD, CA 91770
1-800-572-5673

Nature of Relationship: We have regularly used or required borrowers to use the services of this provider within the last 12 months.

2. A search to determine if your home is in a zone requiring flood insurance will be performed by:

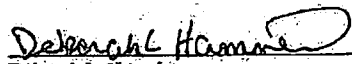
FIRST AMERICAN FLOOD DATA SERVICES
11902 BURNET RD.
AUSTIN, TX 78758
1-800-447-1772

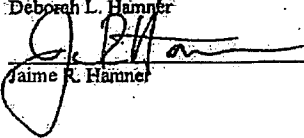
Nature of Relationship: We have regularly used or required borrowers to use the services of this provider within the last 12 months.

3. An appraisal of the property will be prepared by an appraiser selected from a lender-approved list.

Please refer to the attached "Good Faith Estimate" for the estimated costs for these services. Your HUD-1 settlement statement at closing will disclose the actual costs paid by you. We intend to use the above listed providers of services, but reserve the right to substitute a provider based upon their ability and/or availability to provide the services necessary to close your transaction.

I/we have read this disclosure, understand its contents, and have received a copy of the same as evidenced by my/our signature(s) below.



Deborah L. Hamner


Jaime R. Hamner

3/2/10
Date
3/2/10
Date

**ADDENDUM TO RESIDENTIAL LOAN APPLICATION
LOT LOAN PROGRAM INFORMATION**

Information provided below describes the features of the lot loan program you are considering. Information on other mortgage programs is available upon request.

This is not a variable rate mortgage.

The loan you have applied for may have some features that differ from other mortgage loans you are familiar with. Following is a summary of these distinctive features:

☒ **Interest Only Period**

Your minimum payments will not repay the principal that is outstanding on your loan. Your monthly payment, during the period indicated below, will consist entirely of accrued interest and will not reduce the principal.

☒ 12 months ☐ 24 months ☐ 36 months

☐ **Principal and Interest Payments**

Payments, beyond any Interest Only Period that may apply, will be level payments based on a 20-year amortization with a balloon payment due at the loan maturity.

☐ **Balloon Payment**

You must repay the entire principal balance of the loan and unpaid interest then due in a single payment at maturity. The balloon maturity term of your loan is:

☐ 1 year ☐ 2 years ☐ 3 years ☐ 5 years

We are under no obligation to refinance the loan at maturity. You will, therefore, be required to make payment out of other assets you may own, or you will have to find a lender who is willing to lend you money. If you refinance this loan at maturity, you may have to pay closing costs normally associated with a new loan, even if you obtain refinancing with the same lender.

I/we acknowledge that I/we have read and received a copy of this Lot Loan Program Information sheet.

Deborah C. Hamer
Borrower
[Signature]
Borrower

3/2/10
Date
3/2/10
Date

01/19/07

DISCLOSURE NOTICES

Date: // //

FAIR CREDIT REPORTING ACT

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of denied credit due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of Section 615(b) of the Fair Credit Reporting Act.

EQUAL CREDIT OPPORTUNITY ACT

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on a basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. Income which you receive as alimony, child support or separate maintenance need not be disclosed to this creditor unless you choose to rely on such sources to qualify for the loan. Income from these and other sources, including part-time or temporary employment will not be discounted by this lender because of your sex or marital status. However, we will consider very carefully the stability and probable continuity of any income you disclose to us. The Federal Agency that administers compliance with this law concerning creditor is:

COMPTROLLER OF THE CURRENCY
CUSTOMER ASSISTANCE GROUP, 1301 MCKINNEY ST, STE. 3450
HOUSTON, TX 77010

RIGHT TO FINANCIAL PRIVACY ACT OF 1978

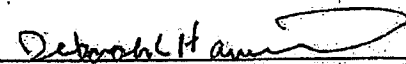
This notice to you as required by the Right to Financial Privacy Act of 1978 states that the Department of Housing and Urban Development or Veterans Administration has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Veterans Administration without further notice or authorization, but will not be disclosed or released to any other Government agency or Department without your consent except as required or permitted by law.

EMPLOYMENT CERTIFICATION

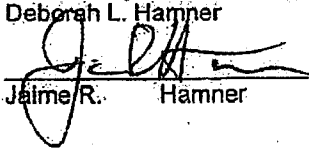
An approval for a loan is based upon employment, income and obligations as shown on the loan application. At closing, the applicant(s) is/are required to execute a sworn statement affirming that they are currently working as previously reported, have not received notice of layoff nor have knowledge of pending layoff, and that outstanding obligations are substantially the same as reported on the application. Should a change occur in your employment or financial status prior to loan closing, immediately notify your loan officer, as it will be necessary to obtain approval for any changes.

REAL ESTATE CERTIFICATION

The applicant(s) certify that the Contract of Sale provided to the lender is the complete agreement and there are no addendums to this contract, neither written or oral, that have not been disclosed to the lender. The applicant(s) further certifies that there will be no outstanding debt or obligation in connection with this transaction that has not been disclosed to the lender. Applicant(s) agree to notify the lender immediately of any changes, alterations, or addendums to their contract of sale. The lender reserves the right to have the property reevaluated to determine if any changes affect the appraised value.


Deborah L. Hamner

3/2/14
Date


Jaime R. Hamner

3/2/14
Date

FEDERAL WARNING: SECTION 1010 OF TITLE 18 U.S.C., PROVIDES; " WHOEVER, FOR THE PURPOSE OF ... INFLUENCES SUCH ADMINISTRATION ... MAKE, PASSES, UTTERS, OR PUBLISHED ANY STATEMENT, KNOWING THE SAME TO BE FALSE ... SHALL BE FINED NOT MORE THAN \$5000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

Disclosure Notices - Lot Loan 12061mb

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PRICE PROTECTION/FLOAT AGREEMENT
SCBT, National Association
IMPORTANT LOAN INFORMATION, PLEASE READ CAREFULLY!
DETAILS OF APPLICATION:

Applicant: Deborah L. Hamner
Co-applicant: Jaime R. Hamner
Property: 10 Meredith Lane
Beaufort, SC 29907

Loan Amount: \$319,600.00
Loan Type: Adjustable Rate
Term: 360 months

Please initial your selection:

1 **1) Floating Rate Election:**

If you elect this option the rate and discount points for your loan application will "Float". This means that your rate and discount points will fluctuate with market conditions, until your loan is "Price Protected". Current rates and/or discount points may vary daily. If you choose this option it is solely your responsibility to decide when to "Price Protect" the terms of your loan. Your loan application must be "Price Protected" before the Bank can issue any closing documents for your loan. It is advised that you "Price Protect" your application no later than 5 days preceding your loan closing.

DLH **2) Price Protected Election:**

If you elect this option your loan application will be Price Protected at a note rate of 5.000% and ^{1%} origination fee. This means if you are approved for the loan requested and your loan is closed and funded prior to the expiration date listed below, the Bank will make the loan at the Price Protected terms. The note rate and discount points are protected, or "locked-in", under a 30-day lock, with an expiration date of 03/21/2010.

1 **3) Anticipated Closing Date Uncertain:**

If your loan application is for a construction loan, construction-permanent loan, pre-approval, or if your contract closing date is in excess of 90 days you may be unable to "Price-Protect" at this time. If your application is for a construction loan, it is your responsibility to notify your loan officer when a reasonable closing date may be set. You should at that time notify us if you wish to "Price Protect" your application. Otherwise your application will "Float".

Terms of Application

1. Before your application is "Price-Protected", all terms are subject to change.
2. The "Price-Protection" option only applies to the term, rate, discount, loan type and loan amount indicated above.
3. If your loan does not close within the "Price-Protected" period for any reason including, but not limited to, delays in the Bank receiving your appraisal, credit report, verifications or any other pertinent information necessary to approve your loan, your loan application will be re-priced at the current market rate or the rate at "Price-Protection", whichever is higher.
4. The Bank must have a complete Uniform Residential Loan Application and a ratified sales contract before the "Price-Protection" election can be chosen.
5. If elected, the "Price-Protected" rate applies only to the note rate at which your loan will be closed. The interest rate may change during the term of your loan depending on the loan program you have selected. If applicable, refer to your "ARM" disclosure.
6. Neither the acceptance of your loan application nor this form will constitute a commitment to lend. The appropriate underwriter and/or agency will grant final approval.
7. The information, documentation and material contained in the loan application file shall at all times be and remain the property of the Bank and we shall not be obligated to relinquish or transfer that file, or any part thereof to any other person or entity unless by order of a subpoena and/or requirement of Federal or State law.

Acknowledgment

I/We have read the above and have made my/our choice to "Float" or "Price-Protect" at my/our own volition. I/We have also read and understand the "Terms of Application".

Deborah L. Hamner
Deborah L. Hamner

3/2/10
Date

Jaime R. Hamner
Jaime R. Hamner

3/2/10
Date

**Application For
Real Estate Secured (Mortgage) Loan**

PART I. BORROWER'S PREFERENCE OF LEGAL COUNSEL AND INSURANCE AGENT ☒ Check if applicable.
I (We) the undersigned applicant(s) have been told by representatives of SCBT, National Association ("Creditor") about my (our) right to choose the legal counsel and insurance agent for purposes of this loan. I (We) understand that I (we) have this right and the following are my (our) preferences:

My (Our) Preference for Legal Counsel to Represent Borrower in All Matters Relating to the Loan Closing:

Ken Tottle
Attorney's Name - Address/Phone Number

My (Our) Preference for Insurance Agent to Furnish Required Insurance:

NA
Insurance Agent's Name - Address/Phone Number

Deborah L. Hamer 3/2/10
Applicant's Signature Date

[Signature] 3/2/10
Applicant's Signature Date

PART II. SHORT-TERM OR DEMAND MORTGAGE LOAN NOTICE

☐ Check if applicable.

THIS LOAN IS PAYABLE IN FULL IN _____ MONTHS. AT MATURITY, I/WE MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE CREDITOR IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I/WE WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I/WE MAY OWN, OR I/WE WILL HAVE TO FIND A LENDER, WHICH MAY BE THE CREDITOR I/WE HAVE THIS LOAN WITH, WILLING TO LEND ME/US THE MONEY. IF I/WE REFINANCE THIS LOAN AT MATURITY, I/WE MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF I/WE OBTAIN REFINANCING FROM THE SAME CREDITOR.

Applicant's Signature Date

Applicant's Signature Date

Servicing Disclosure Statement

Lender: SCBT, National Association

Date: // //

Notice to First Lien Mortgage Loan Applicants: The Right to Collect Your Mortgage Loan Payments May Be Transferred.

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et. Seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow account payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advanced notice before a transfer occurs.

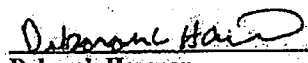
Check the appropriate box under "Servicing Transfer Information."

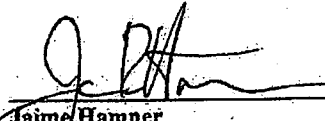
Servicing Transfer Information

- ☒ We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- or
- ☐ We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- or
- ☐ The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

Acknowledgment of Mortgage Loan Applicant(s)

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below.
I/We understand that this acknowledgement is required as part of the mortgage loan application.


Deborah Hamner Date 3/2/10


Jaime Hamner Date 3/2/14

01/10

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RIGHT TO RECEIVE A COPY OF APPRAISAL

Under the Equal Credit Opportunity Act (ECOA), you have the right to a copy of the appraisal report used in connection with your application for credit provided that, if required, you have paid for or are willing to pay for the appraisal. If you want a copy, please write to us at the mailing address listed below. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application. If you want a copy of the appraisal report, contact:

SCBT, National Association
Secondary Lending
700 Gervais St, Ste E
Columbia, SC 29201

ECOA requires that we mail or deliver a copy of the appraisal report promptly (generally within 30 days) after we receive your request, receive the appraisal report, or receive reimbursement from you for the report, whichever occurs last.

X An appraisal of the real estate securing this transaction must be prepared by a fee appraiser. The appraiser shall be engaged directly by SCBT, National Association. This appraiser shall have no direct or indirect interest (financial or otherwise) in the property of the loan transaction. The fee for the appraisal will be included in the closing costs. An appraisal ordered by or prepared for a borrower cannot be used to support this transaction.

_____ A real estate evaluation of real estate securing this transaction will be prepared by SCBT, National Association. This evaluation will be based on the tax assessor's value of the property. There will be no fee for this evaluation.

Deborah L. Han 3/2/10
Applicant's Signature Date

[Signature] 3/2/10
Applicant's Signature Date

DISCLOSURE NOTICES

Date: // //

FAIR CREDIT REPORTING ACT

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of denied credit due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of Section 615(b) of the Fair Credit Reporting Act.

EQUAL CREDIT OPPORTUNITY ACT

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on a basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. Income which you receive as alimony, child support or separate maintenance need not be disclosed to this creditor unless you choose to rely on such sources to qualify for the loan. Income from these and other sources, including part-time or temporary employment will not be discounted by this lender because of your sex or marital status. However, we will consider very carefully the stability and probable continuity of any income you disclose to us. The Federal Agency that administers compliance with this law concerning creditor is:

**COMPTROLLER OF THE CURRENCY
CUSTOMER ASSISTANCE GROUP, 1301 MCKINNEY ST, STE. 3450
HOUSTON, TX 77010**

RIGHT TO FINANCIAL PRIVACY ACT OF 1978

This notice to you as required by the Right to Financial Privacy Act of 1978 states that the Department of Housing and Urban Development or Veterans Administration has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Veterans Administration without further notice or authorization, but will not be disclosed or released to any other Government agency or Department without your consent except as required or permitted by law.

AFFIDAVIT OF OCCUPANCY

The Applicant(s) hereby certify and acknowledge that, upon taking title to the real property that secures the loan, their occupancy status will be as follows (please initial where applicable):

DLR JH Primary Residence: Occupied by Applicant(s) within 30 days of closing.
Secondary Residence: To be occupied by Applicant(s) at least 15 days yearly, as a second home (vacation, etc.), while maintaining a principal residence elsewhere.
Investment Property: Not owner occupied. Purchase as an investment to be rented.

EMPLOYMENT CERTIFICATION

An approval for a loan is based upon employment, income and obligations as shown on the loan application. At closing, the applicant(s) is/are required to execute a sworn statement affirming that they are currently working as previously reported, have not received notice of layoff nor have knowledge of pending layoff, and that outstanding obligations are substantially the same as reported on the application. Should a change occur in your employment or financial status prior to loan closing, immediately notify your loan officer, as it will be necessary to obtain approval for any changes.

REAL ESTATE CERTIFICATION

The applicant(s) certify that the Contract of Sale provided to the lender is the complete agreement and there are no addendums to this contract, neither written or oral, that have not been disclosed to the lender. The applicant(s) further certifies that there will be no outstanding debt or obligation in connection with this transaction that has not been disclosed to the lender. Applicant(s) agree to notify the lender immediately of any changes, alterations, or addendums to their contract of sale. The lender reserves the right to have the property reevaluated to determine if any changes affect the appraised value.

I/We hereby acknowledge that I/we have carefully read and understand the above disclosures, certifications and Federal Warning below. I/We also acknowledge that I/we have received the "Settlement Costs Booklet" and the "Consumer Handbook on Adjustable Rate Mortgages", if applicable.

Deborah L. Hamner
Deborah L. Hamner
Jaime R. Hamner
Jaime R. Hamner

3/2/10
Date
3/2/10
Date

FEDERAL WARNING: SECTION 1010 OF TITLE 18 U.S.C., PROVIDES: " WHOEVER, FOR THE PURPOSE OF ... INFLUENCES SUCH ADMINISTRATION ... MAKE, PASSES, UTTERS, OR PUBLISHED ANY STATEMENT, KNOWING THE SAME TO BE FALSE ... SHALL BE FINED NOT MORE THAN \$5000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

SCBT, National Association

Because of the events of September 11, 2001, new legislation was passed to help America fight terrorism. The USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person who establishes an account. This means we will ask for your name, address, date of birth and other information that will allow us to identify you. We will also ask you to provide legitimate proof of your identity, such as a valid driver's license, passport or other government-issued document evidencing nationality or residence.

You can help us meet the requirements and better protect you against identity theft by providing the required customer identification information and returning this form along with the other signed disclosures. Since your application was taken by mail or telephone, the information recorded by you below will be verified by the closing agent at your loan closing. Please bring the ID document to closing.

Thank you for doing your part!

Method of Application: FaceToFace

Mortgage Originator: Doug Jacobs

Borrower: Deborah L. Hamner

SSN: [REDACTED]

Date of birth: [REDACTED]

Type of ID: Driver's License

ID Number: [REDACTED]

State of Issue: CA

Country of Issue: United States

Date of Issue: 04/25/2005

Expiration Date: 08/13/2009

Co-borrower: Jaime R. Hamner

SSN: [REDACTED]

Date of birth: [REDACTED]

CAType of ID: Driver's License

ID Number: [REDACTED]

State of Issue: SC

Country of Issue: United States

Date of Issue: 11/19/2009

Expiration Date: 12/31/2019

THIS SECTION FOR BANK USE ONLY

Non-documentary ID

Borrower:

- ☐ Verified Credit Report w/loan Application
- ☐ Verified Utility Bill w/loan application/credit report
- ☐ Verified Employment w/loan application/credit report
- ☐ Verified Financial Statements w/loan app/credit report

Co-Borrower:

- ☐ Verified Credit Report w/loan Application
- ☐ Verified Utility Bill w/loan application/credit report
- ☐ Verified Employment w/loan application/credit report
- ☐ Verified Financial Statements w/loan app/credit report

Customer Due Diligence / Risk Assessment: LOW

Discrepancies (if applicable): ___ Borrower ___ Co-borrower

- ☐ Customer presented unacceptable type of ID
- ☐ Customer presented incorrect information

Discrepancies Resolved

- ☐ Customer presents acceptable type of ID
- ☐ Address verified via Post Office, Utility Bill, Pay-stub, Credit Report
- ☐ Other (describe discrepancy resolution):

In-house Loans Only:

Existing Customer? ___ Yes. Portfolio #:

Is customer ID information in the customer portfolio?

- ☐ Yes, stop here.
- ☐ No, complete this form and place in the in-house loan file.
- ☐ No, Complete this form and place in the in-house loan file.

SCBT, National Association
Notice to the Home Loan Applicant
Credit Score Information Disclosure

Borrower(s) Name and Address: Deborah L. Hamner Jalme R. Hamner 11 Southern Magnolia Drive Beaufort, SC 29907	Lender Name and Address: SCBT, National Association 189 Sea Island Parkway Ladys Island, SC 29907
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In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer-generated summary calculated at the time of the request and based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit-scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the credit bureau at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms on the loan, contact the lender.

One or more of the following credit bureaus provided a credit score that was used in connection with your home loan application.

Credit Bureau #1

Experian
P.O. Box 2002
Allen, TX 75013

Phone: 888-397-3742
Fax:
Model Used: ExperianFair Isaac
Range of Possible Scores: 340 to 820

Borrower

Name: Deborah L. Hamner

Score: 0686 Date: 02/13/2010

Key Factors: **SERIOUS DELINQUENCY**

PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS

NUMBER OF ACCOUNTS DELINQUENT

LENGTH OF TIME (OR UNKNOWN TIME) SINCE ACCOUNT DELINQUENT

FACTA: Risk Score Value - The Experian Fair Isaac score was adversely affected by credit inquiries present in the credit file.

Co-Borrower

Name: Jalme R. Hamner

Score: 0656 Date: 02/13/2010

Key Factors: **SERIOUS DELINQUENCY, DEROGATORY PUBLIC RECORD OR COLLECTION FILED**

PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS

PROPORTION OF CURRENT LOAN BALANCE TO ORIGINAL LOAN AMOUNT

LENGTH OF TIME (OR UNKNOWN TIME) SINCE ACCOUNT DELINQUENT

FACTA: Risk Score Value - The Experian Fair Isaac score was adversely affected by credit inquiries present in the credit file.

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SCBT, National Association
Notice to the Home Loan Applicant
Credit Score Information Disclosure

Credit Bureau #2

Trans Union
P.O. Box 1000
Chester, PA 19022

Phone: 800-888-4213
Fax:
Model Used: FICO Risk Score Classic04
Range of Possible Scores: 300 to 850

Borrower

Name: Deborah L. Hamner Score: 00684 Date: 02/13/2010
Key Factors: SERIOUS DELINQUENCY
FREQUENT DELINQUENCY
PROPORTION OF REVOLVING BALANCES TO CREDIT LIMITS IS TOO HIGH
TOO MANY ACCOUNTS WITH BALANCES
FACTA: Risk Score Value - The Trans Union oreClassic04 score, was adversely affected by credit inquiries present in the credit file.

Co-Borrower

Name: Jalme R. Hamner Score: 00631 Date: 02/13/2010
Key Factors: SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED
DELINQUENCY DATE TOO RECENT, OR UNKNOWN
PROPORTION OF REVOLVING BALANCES TO CREDIT LIMITS IS TOO HIGH
RECENT DEROGATORY PUBLIC RECORD OR COLLECTION
FACTA: Risk Score Value - The Trans Union oreClassic04 score, was adversely affected by credit inquiries present in the credit file.

Credit Bureau #3

Equifax Credit Information Services
P.O. Box 740241
Atlanta, GA 30374

Phone: 800-685-1111
Fax:
Model Used: Equifax Beacon5.0
Range of Possible Scores: 300 to 850

Borrower

Name: Deborah L. Hamner Score: 00854 Date: 02/13/2010
Key Factors: SERIOUS DELINQUENCY
PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
NUMBER OF ACCOUNTS WITH DELINQUENCY
TOO MANY INQUIRIES IN THE LAST 12 MONTHS
FACTA: Address Discrepancy - NO SUBSTANTIAL DIFFERENCE OCCURRED.

Co-Borrower

Name: Jalme R. Hamner Score: 00642 Date: 02/13/2010
Key Factors: SERIOUS DELINQUENCY, DEROGATORY PUBLIC RECORD OR COLLECTION FILED
TIME ON DELINQUENCY IS TOO RECENT OR UNKNOWN
PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
NUMBER OF ACCOUNTS WITH DELINQUENCY
FACTA: Address Discrepancy - NO SUBSTANTIAL DIFFERENCE OCCURRED.

I/We have received a copy of this Credit Score Information Disclosure.

Deborah L. Hamner
Borrower
Deborah L. Hamner

3/2/10
Date

Jalme R. Hamner
Co-Borrower
Jalme R. Hamner

3/2/10
Date

Experian
PO Box 2002
Allen, TX 75013
1-888-397-3742

Trans Union
PO Box 1000
Chester, PA 19022
1-800-688-4213

Equifax Credit Information Services
PO Box 740241
Atlanta, GA 30374
1-800-685-1111

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Form **4506-T**

(Rev. January 2010)

Department of the Treasury
Internal Revenue Service**Request for Transcript of Tax Return**

▶ Request may be rejected if the form is incomplete or illegible.

OMB No. 1545-1872

Tip: Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-829-1040 to order a transcript. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first. Deborah L. Hamner	1b First social security number on tax return or employer identification number (see instructions) [REDACTED]
2a If a joint return, enter spouse's name shown on tax return Jamie R. Hamner	2b Second social security number if joint tax return [REDACTED]
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code Deborah L. Hamner 11 Southern Magnolia Drive Beaufort, SC 29907	
4 Previous address shown on the last return filed if different from line 3 PSC 557 Box 1443 Fpo, AP 96379	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.	

Caution: If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.

6 Transcript requested. Enter the tax form number here (1040, 1085, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days. ☐

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. ☐

c Record of Account, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days. ☐

7 Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days. ☐

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days. ☐

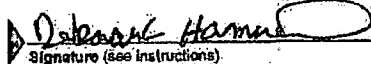
Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. Note: For transcripts being sent to a third party, this form must be received within 120 days of signature date.

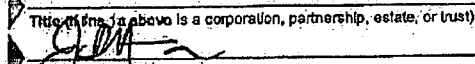
Telephone number of taxpayer on line 1a or 2a

Sign
Here


Signature (see instructions)

Date

1/3/2/10


Title of the person above is a corporation, partnership, estate, or trust

Date

1/3/2/10

For Privacy Act and Paperwork Reduction Act Notice, see page 2.
IRS4506T Trans Req 01 - 01/2010 - Encompass360™

Cat. No. 37687N

Form **4506-T** (Rev. 1-2010)

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General Instructions

Purpose of form. Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAVS teams, send your request to the team based on the address of your most recent return.

Automated transcript request. You can call 1-800-829-1040 to order a transcript through the automated self-help system. Follow prompts for "questions about your tax account" to order a tax return transcript.

Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Florida, Georgia, North Carolina, South Carolina	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team twp 6716 AUSC Austin, TX 73301 512-460-2272
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Alaska, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888
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Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team twp 6716 AUSC Austin, TX 73301 512-460-2272
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Arkansas, Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64999 816-292-8102
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Chart for all other transcripts

If you lived in or your business was in:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922
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Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592
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Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation; (2) any person designated by the board of directors or other governing body; or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526 Washington, DC 20224. Do not send the form to this address. Instead see *Where to file* on this page.

BORROWER SIGNATURE AUTHORIZATION

Lender:

SCBT, National Association
189 Sea Island Parkway
Ladys Island SC 29907
800-277-2175

Borrower(s):

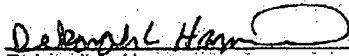
Deborah L. Hamner 386-04-8423
Jaime R. Hamner 557-25-4178
11 Southern Magnolia Drive
Beaufort SC 29907

I hereby authorize the Lender to verify my past and present employment earnings records, bank accounts, mortgage loans, stock holdings and any other asset balances that are needed to process my mortgage loan application. I further authorize the Lender to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as an authorization. If my loan closes, I authorize that all or part of my application information may be reverified as part of a post closing audit.

The information the Lender obtains is only to be used in the processing of my mortgage application or post closing audit of my mortgage loan.

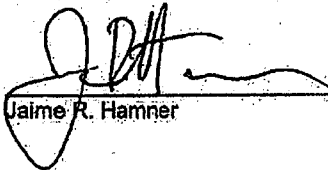
* * * * *

BY:


Deborah L. Hamner

Date

3/2/10


Jaime R. Hamner

Date

3/2/10

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/RECD).

HUD/FHA:

Notice to Borrowers: This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

RTT 03/97 Rev. 08/05

GENERAL INFORMATION REGARDING CONSTRUCTION PERMANENT FINANCING

SCBT, National Association offers construction financing in conjunction with several of its permanent mortgage products. In many cases, this program requires only one loan closing, or an initial closing with a subsequent modification. Construction Permanent (CP) financing provides for conversion from the Construction Phase to permanent mortgage financing at the end of the construction term.

General Information and Definitions

1. **Construction Phase:** The Construction Phase begins on the day of the initial loan closing. The length of the Construction Phase will be determined based on your building plans and contractor's schedule.
2. **Construction Rate:** The interest rate charged during the Construction Phase will be disclosed at the time of application.
3. **Construction Interest Payments:** Only interest is paid during the Construction Phase. Interest is calculated daily on the amount distributed to date. You will be billed monthly for your interest payments. A late fee will be assessed if payment is not received by the date stated in the loan documents.
4. **Permanent Phase:** The Permanent Phase begins once your home is fully completed, all Permanent Phase requirements are met, and the final disbursement of the loan is made. At that time, a modification Agreement and other documents may be necessary to convert your loan to the Permanent Phase and to set the exact amount of the monthly principal and interest payments.
5. **Permanent Rate:** The permanent interest rate will be based on your choice of a variety of rate lock options and permanent loan products offered. Your Interest Rate Agreement will contain the information pertaining to your loan.
6. **Permanent Mortgage Payments:** The principal, interest and escrow payments, as applicable, will be determined at the time your permanent interest rate is set and will be calculated based on the loan term.

Builder Acceptance and Construction Contract

1. **Builder Acceptance:** All builders must be evaluated by SCBT, National Association prior to closing any residential construction permanent loan. Acceptance of your builder will be based on objective criteria established solely for SCBT, National Association's protection and benefit. Acceptance does not constitute a guarantee of the builder's performance or the quality of construction.
2. **Construction Contract:** Your construction contract should contain the purchaser's name(s), the builder's name, the property address of the proposed construction, the construction terms, and the agreed upon cost to build with an itemized cost breakdown included. A specification sheet, which gives details such as insulation thickness, foundation depths, type of windows, flooring, etc. should also be attached. The contract should address such issues as when and how the builder will be paid, and who will pay for surveys, builders risk coverage, and termite soil treatment. The more detailed the contract, the less chance there will be for misunderstandings. Evaluation and acceptance of your construction contract is for the purpose of meeting SCBT, National Association's lending criteria only.

Revision Date 01/19/2007

3. **Changes to the Contract:** Any changes to the construction contract, plans, or specifications must be submitted to SCBT, National Association for review and evaluation to establish how changes may impact your loan.

Requirements Prior to or at Closing

1. **Funds to Complete:** All funds required to complete construction of the improvements in excess of the loan amount will be verified prior to closing and must be funded by you prior to commencement of the loan draws.
2. **Builder's Risk Insurance:** No later than closing, you must provide a one year builder's risk policy for the full amount of your loan or replacement costs of all completed improvements, whichever is less. Only the borrower may be listed as the named insured and SCBT, National Association as the Mortgagee. The builder can be listed as additional insured if the policy contains an endorsement stating that the Mortgagee will be paid in full before all others. A builder's blanket policy listing the borrower as an additional insured is not acceptable.
3. **Additional Documents that may be required prior:**
- Appraisal
 - Flood Insurance
 - Plans and Specifications
 - Architectural approval
 - Copy of recorded plat or metes and bounds survey
 - Copy of declarations and restrictive covenants
 - Private street maintenance agreement
 - Copy of permits and approvals such as building, septic tank, sewer, well permits; approval of private water system, zoning, etc.

Disbursements / Funding

1. **Funding Procedures:** You must call your Loan Originator to request draws as they are needed. Before draws are funded, an inspection must be performed to verify the work completed. In some cases, additional documentation or lien waivers may be required.
2. **Disbursement Policy:**
- Prior to each disbursement, SCBT, National Association will require an inspection to determine that satisfactory progress has been made to justify the amount of the requested draw. Each construction draw is limited to an amount that corresponds to the funds available and funds required to complete the project.
 - Funds will be disbursed only for labor and material that is completed and/or installed. No funds shall be disbursed for stored material or deposits unless pre-approved.
 - If interest payments or expenses (inspection fees, wire transfer fees, etc.) on the account are delinquent, no disbursement will be issued until the payments are current.
 - If a lien has been filed, no draws will be funded until the lien is satisfied and a copy of the recorded satisfaction has been received by SCBT, National Association, the title insurance guarantees SCBT, National Association's continuing first lien position, or SCBT, National Association approves the draw.

Revision Date 01/19/2007

3. Manner of Disbursement: All construction draw requests must be in a form and content acceptable to Lender which, in Lender's sole discretion, may be made by telephone provided (i) written confirmation is promptly delivered to Lender and (ii) Lender shall be entitled to rely on the instructions received by telephone and shall not be liable for disbursements made in good faith in accordance with such instructions. When and if this requirement is not met in a timely manner, the lender is to revoke this privilege.

Disbursement checks will be made payable solely to Borrower, unless Lender, in its sole discretion, elects to make the check jointly payable to Borrower and Builder. In the rare case that a Borrower requests funds to be paid solely and directly to the Builder, a written request must be in hand before the disbursement is made. In all cases, the final disbursement of construction funds shall be made jointly payable to Borrower and Builder. Unless specifically approved by Lender, Lender will make no disbursements for costs of materials stored off-site from the Property.

Final Draw Requirements

- 1. Prior to Final Draw:** Prior to disbursement of the full amount of the loan and conversion to the Permanent Phase, you may be required to meet additional conditions including, but not limited to:
- Payment of necessary escrows, fees, insurance premiums, taxes, etc., as required by SCBT, National Association. If you fail to meet the "Conversion Date" set forth in the Note, you may be required to make an additional payment of principal.
 - Owner's Affidavit and Contractor's Affidavit, or lien waivers.
 - Modification Agreement, executed and recorded, to set the interest rate for the Permanent Phase.
 - Certification that your financial condition has not deteriorated and/or re-verification of credit documents and income necessary to qualify for the Permanent Phase.
 - Certificate of Occupancy.
 - Final Inspection / Re-certification of Value of Improvements.
 - Evidence of compliance with septic tank permit or a sewer tap receipt, well/water system approval.
 - Evidence of termite treatment or a Soil Treatment Guaranty.
 - Any necessary endorsement to Mortgagee's Title Insurance Policy.
 - Homeowner's Insurance Policy in form and content and through an insurer acceptable to SCBT, National Association with a receipt for the first year's premium.
 - Final survey ("as built").

Miscellaneous Information

- 1. Non-Conversion Fee:** Subject to applicable state law, your construction documents may set forth a fee that is charged for failure to convert your loan to the Permanent Phase. If applicable, this fee will be collected at the time of payoff of the construction loan.
- 2. Private Mortgage Insurance:** PMI is generally required on all loans that exceed 80% loan-to-value.
- 3. Escrow Requirements:** SCBT, National Association may escrow for taxes, hazard insurance, flood insurance, and if applicable, PMI. If applicable, escrow accounts will be set up for payment of these items at the conversion to permanent financing. It will be your responsibility to keep tax bills and insurance premiums current during the Construction Phase.

Revision Date 01/19/2007

4. **Extension of Conversion Date:** If construction of your home is not complete, or you are unable to meet all the requirements of the Permanent Phase on your loan by the established Conversion Date, your loan will be in default. SCBT, National Association may, at its sole discretion, unilaterally extend the Conversion Date. As a condition of extending the Conversion Date, SCBT, National Association may require payment of an extension fee and/or changes to your loan terms.

5. **Your Obligation:** You and SCBT, National Association will be bound by the terms and conditions contained in the loan documents you sign at closing. Even though you may subsequently request modification of these documents, SCBT, National Association is not bound to agree to such request. Because the documents signed at closing establish the right of both parties, you should become familiar with and understand the provision of these documents.

This form is for information purposes only, and is not intended or given to be legally binding or enforceable against SCBT, National Association. This form does not address all the terms, conditions, and requirements of your Construction Permanent loan. In the case of any conflict between information contained in this form and the provisions contained in the loan documents you sign at closing, those documents shall prevail.

3/2/10
Date

Deborah Hamner
Applicant
J. Hamner
Applicant

DISCLOSURE NOTICES

Date: // //

FAIR CREDIT REPORTING ACT

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of denied credit due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of Section 615(b) of the Fair Credit Reporting Act.

EQUAL CREDIT OPPORTUNITY ACT

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on a basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. Income which you receive as alimony, child support or separate maintenance need not be disclosed to this creditor unless you choose to rely on such sources to qualify for the loan. Income from these and other sources, including part-time or temporary employment will not be discounted by this lender because of your sex or marital status. However, we will consider very carefully the stability and probable continuity of any income you disclose to us. The Federal Agency that administers compliance with this law concerning creditor is:

COMPTROLLER OF THE CURRENCY
CUSTOMER ASSISTANCE GROUP, 1301 MCKINNEY ST, STE. 3450
HOUSTON, TX 77010

RIGHT TO FINANCIAL PRIVACY ACT OF 1978

This notice to you as required by the Right to Financial Privacy Act of 1978 states that the Department of Housing and Urban Development or Veterans Administration has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Veterans Administration without further notice or authorization, but will not be disclosed or released to any other Government agency or Department without your consent except as required or permitted by law.

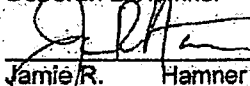
EMPLOYMENT CERTIFICATION

An approval for a loan is based upon employment, income and obligations as shown on the loan application. At closing, the applicant(s) is/are required to execute a sworn statement affirming that they are currently working as previously reported, have not received notice of layoff nor have knowledge of pending layoff, and that outstanding obligations are substantially the same as reported on the application. Should a change occur in your employment or financial status prior to loan closing, immediately notify your loan officer, as it will be necessary to obtain approval for any changes.

REAL ESTATE CERTIFICATION

The applicant(s) certify that the Contract of Sale provided to the lender is the complete agreement and there are no addendums to this contract, neither written or oral, that have not been disclosed to the lender. The applicant(s) further certifies that there will be no outstanding debt or obligation in connection with this transaction that has not been disclosed to the lender. Applicant(s) agree to notify the lender immediately of any changes, alterations, or addendums to their contract of sale. The lender reserves the right to have the property reevaluated to determine if any changes affect the appraised value.


Deborah L. Hamner


Jamie R. Hamner

Date

2/13/10

Date

2/13/10

FEDERAL WARNING: SECTION 1010 OF TITLE 18 U.S.C., PROVIDES; " WHOEVER, FOR THE PURPOSE OF ... INFLUENCES SUCH ADMINISTRATION ... MAKE, PASSES, UTTERS, OR PUBLISHED ANY STATEMENT, KNOWING THE SAME TO BE FALSE ... SHALL BE FINED NOT MORE THAN \$5000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

PRICE PROTECTION/FLOAT AGREEMENT
SCBT, National Association
IMPORTANT LOAN INFORMATION, PLEASE READ CAREFULLY!
DETAILS OF APPLICATION:

Applicant:	Deborah L. Hamner - [REDACTED]	Loan Amount:	\$306,900.00
Co-applicant:	Jamie R. Hamner - [REDACTED]	Loan Type:	AdjustableRate
Property:	10 Meredith Lane Beaufort, SC 29907	Term:	360 months

Please initial your selection:

1 **1) Floating Rate Election:**

If you elect this option the rate and discount points for your loan application will "Float". This means that your rate and discount points will fluctuate with market conditions, until your loan is "Price Protected". Current rates and/or discount points may vary daily. If you choose this option it is solely your responsibility to decide when to "Price Protect" the terms of your loan. Your loan application must be "Price Protected" before the Bank can issue any closing documents for your loan. It is advised that you "Price Protect" your application no later than 5 days preceding your loan closing.

PLH, JRH **2) Price Protected Election:**

If you elect this option your loan application will be Price Protected at a note rate of 5.000% and % origination fee. This means if you are approved for the loan requested and your loan is closed and funded prior to the expiration date listed below, the Bank will make the loan at the Price Protected terms.
The note rate and discount points are protected, or "locked-in", under a 30-day lock, with an expiration date of 11.

1 **3) Anticipated Closing Date Uncertain:**

If your loan application is for a construction loan, construction-permanent loan, pre-approval, or if your contract closing date is in excess of 90 days you may be unable to "Price-Protect" at this time. If your application is for a construction loan, it is your responsibility to notify your loan officer when a reasonable closing date may be set. You should at that time notify us if you wish to "Price Protect" your application. Otherwise your application will "Float".

Terms of Application

1. Before your application is "Price-Protected", all terms are subject to change.
2. The "Price-Protection" option only applies to the term, rate, discount, loan type and loan amount indicated above.
3. If your loan does not close within the "Price-Protected" period for any reason including, but not limited to, delays in the Bank receiving your appraisal, credit report, verifications or any other pertinent information necessary to approve your loan, your loan application will be re-priced at the current market rate or the rate at "Price-Protection", whichever is higher.
4. The Bank must have a complete Uniform Residential Loan Application and a ratified sales contract before the "Price-Protection" election can be chosen.
5. If elected, the "Price-Protected" rate applies only to the note rate at which your loan will be closed. The interest rate may change during the term of your loan depending on the loan program you have selected. If applicable, refer to your "ARM" disclosure.
6. Neither the acceptance of your loan application nor this form will constitute a commitment to lend. The appropriate underwriter and/or agency will grant final approval.
7. The information, documentation and material contained in the loan application file shall at all times be and remain the property of the Bank and we shall not be obligated to relinquish or transfer that file, or any part thereof to any other person or entity unless by order of a subpoena and/or requirement of Federal or State law.

Acknowledgment

I/We have read the above and have made my/our choice to "Float" or "Price-Protect" at my/our own volition. I/We have also read and understand the "Terms of Application".

Deborah L. Hamner
Deborah L. Hamner

2/13/10
Date

JRH
Jamie R. Hamner

2/13/10
Date

**Application For
Real Estate Secured (Mortgage) Loan**

PART I. BORROWER'S PREFERENCE OF LEGAL COUNSEL AND INSURANCE AGENT ☒ Check if applicable.
I (We) the undersigned applicant(s) have been told by representatives of SCBT, National Association ("Creditor") about my (our) right to choose the legal counsel and insurance agent for purposes of this loan. I (We) understand that I (we) have this right and the following are my (our) preferences:

My (Our) Preference for Legal Counsel to Represent Borrower in All Matters Relating to the Loan Closing:

Attorney's Name - Address/Phone Number

My (Our) Preference for Insurance Agent to Furnish Required Insurance:

Insurance Agent's Name - Address/Phone Number

Deborah Hamner
Applicant's Signature

2/13/10
Date

[Signature]
Applicant's Signature

2/13/10
Date

PART II. SHORT-TERM OR DEMAND MORTGAGE LOAN NOTICE

____ Check if applicable.

THIS LOAN IS PAYABLE IN FULL IN _____ MONTHS. AT MATURITY, I/WE MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE CREDITOR IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I/WE WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I/WE MAY OWN, OR I/WE WILL HAVE TO FIND A LENDER, WHICH MAY BE THE CREDITOR I/WE HAVE THIS LOAN WITH, WILLING TO LEND ME/US THE MONEY. IF I/WE REFINANCE THIS LOAN AT MATURITY, I/WE MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF I/WE OBTAIN REFINANCING FROM THE SAME CREDITOR.

Applicant's Signature

Date

Applicant's Signature

Date

Servicing Disclosure Statement

Lender: SCBT, National Association

Date: // //

Notice to First Lien Mortgage Loan Applicants: The Right to Collect Your Mortgage Loan Payments May Be Transferred.

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et. Seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow account payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advanced notice before a transfer occurs.

Check the appropriate box under "Servicing Transfer Information."

Servicing Transfer Information

- ☒ We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- or
- ☐ We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- or
- ☐ The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

Acknowledgment of Mortgage Loan Applicant(s)

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below.
I/We understand that this acknowledgement is required as part of the mortgage loan application.

Deborah L. Hamner 2/13/10
Deborah Hamner Date

J. Hamner 2/13/10
Jamic Hamner Date

01/10

RIGHT TO RECEIVE A COPY OF APPRAISAL

Under the Equal Credit Opportunity Act (ECOA), you have the right to a copy of the appraisal report used in connection with your application for credit provided that, if required, you have paid for or are willing to pay for the appraisal. If you want a copy, please write to us at the mailing address listed below. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application. If you want a copy of the appraisal report, contact:

SCBT, National Association
Secondary Lending
700 Gervais St, Ste E
Columbia, SC 29201

ECOA requires that we mail or deliver a copy of the appraisal report promptly (generally within 30 days) after we receive your request, receive the appraisal report, or receive reimbursement from you for the report, whichever occurs last.

X An appraisal of the real estate securing this transaction must be prepared by a fee appraiser. The appraiser shall be engaged directly by SCBT, National Association. This appraiser shall have no direct or indirect interest (financial or otherwise) in the property of the loan transaction. The fee for the appraisal will be included in the closing costs. An appraisal ordered by or prepared for a borrower cannot be used to support this transaction.

_____ A real estate evaluation of real estate securing this transaction will be prepared by SCBT, National Association. This evaluation will be based on the tax assessor's value of the property. There will be no fee for this evaluation.

Deborah L. Hamner 2/13/00
Applicant's Signature Date

[Signature] 2/18/00
Applicant's Signature Date

DISCLOSURE NOTICES

Date: // //

FAIR CREDIT REPORTING ACT

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of denied credit due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of Section 615(b) of the Fair Credit Reporting Act.

EQUAL CREDIT OPPORTUNITY ACT

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on a basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. Income which you receive as alimony, child support or separate maintenance need not be disclosed to this creditor unless you choose to rely on such sources to qualify for the loan. Income from these and other sources, including part-time or temporary employment will not be discounted by this lender because of your sex or marital status. However, we will consider very carefully the stability and probable continuity of any income you disclose to us. The Federal Agency that administers compliance with this law concerning creditor is:

COMPTROLLER OF THE CURRENCY
CUSTOMER ASSISTANCE GROUP, 1301 MCKINNEY ST, STE. 3450
HOUSTON, TX 77010

RIGHT TO FINANCIAL PRIVACY ACT OF 1978

This notice to you as required by the Right to Financial Privacy Act of 1978 states that the Department of Housing and Urban Development or Veterans Administration has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Veterans Administration without further notice or authorization, but will not be disclosed or released to any other Government agency or Department without your consent except as required or permitted by law.

AFFIDAVIT OF OCCUPANCY

The Applicant(s) hereby certify and acknowledge that, upon taking title to the real property that secures the loan, their occupancy status will be as follows (please initial where applicable):

OLP Primary Residence: Occupied by Applicant(s) within 30 days of closing.

_____ Secondary Residence: To be occupied by Applicant(s) at least 15 days yearly, as a second home (vacation, etc.), while maintaining a principal residence elsewhere.

_____ Investment Property: Not owner occupied. Purchase as an investment to be rented.

EMPLOYMENT CERTIFICATION

An approval for a loan is based upon employment, income and obligations as shown on the loan application. At closing, the applicant(s) is/are required to execute a sworn statement affirming that they are currently working as previously reported, have not received notice of layoff nor have knowledge of pending layoff, and that outstanding obligations are substantially the same as reported on the application. Should a change occur in your employment or financial status prior to loan closing, immediately notify your loan officer, as it will be necessary to obtain approval for any changes.

REAL ESTATE CERTIFICATION

The applicant(s) certify that the Contract of Sale provided to the lender is the complete agreement and there are no addendums to this contract, neither written or oral, that have not been disclosed to the lender. The applicant(s) further certifies that there will be no outstanding debt or obligation in connection with this transaction that has not been disclosed to the lender. Applicant(s) agree to notify the lender immediately of any changes, alterations, or addendums to their contract of sale. The lender reserves the right to have the property reevaluated to determine if any changes affect the appraised value.

I/We hereby acknowledge that I/we have carefully read and understand the above disclosures, certifications and Federal Warning below. I/We also acknowledge that I/we have received the "Settlement Costs Booklet" and the "Consumer Handbook on Adjustable Rate Mortgages", if applicable.

Deborah L. Hamner
Deborah L. Hamner
Jamie R. Hamner
Jamie R. Hamner

2/13/10
Date
2/13/10
Date

FEDERAL WARNING: SECTION 1010 OF TITLE 18 U.S.C., PROVIDES; " WHOEVER, FOR THE PURPOSE OF ... INFLUENCES SUCH ADMINISTRATION ... MAKE, PASSES, UTTERS, OR PUBLISHED ANY STATEMENT, KNOWING THE SAME TO BE FALSE ... SHALL BE FINED NOT MORE THAN \$5000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

SCBT, National Association
Notice to the Home Loan Applicant
Credit Score Information Disclosure

Borrower(s) Name and Address: Deborah L. Hamner Jamie R. Hamner 11 Southern Magnolia Drive Beaufort, SC 29907	Lender Name and Address: SCBT, National Association 188 Sea Island Parkway Lady's Island, SC 29907
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In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer-generated summary calculated at the time of the request and based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit-scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the credit bureau at the address and telephone number provided with this notice, or contact the lender. If the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms on the loan, contact the lender.

One or more of the following credit bureaus provided a credit score that was used in connection with your home loan application.

Credit Bureau #1

Experian
P.O. Box 2002
Allen, TX 75013

Phone: 888-397-3742
Fax:
Model Used: ExperianFair Isaac
Range of Possible Scores: 340 to 820

Borrower

Name: Deborah L. Hamner Score: 6686 Date: 02/13/2010
Key Factors: SERIOUS DELINQUENCY
PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
NUMBER OF ACCOUNTS DELINQUENT
LENGTH OF TIME (OR UNKNOWN TIME) SINCE ACCOUNT DELINQUENT
FACTA: Risk Score Value - The Experian Fair Isaac score, was adversely affected by credit inquiries present in the credit file.

Co-Borrower

Name: Jamie R. Hamner Score: 6655 Date: 02/13/2010
Key Factors: SERIOUS DELINQUENCY, DEROGATORY PUBLIC RECORD OR COLLECTION FILED
PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
PROPORTION OF CURRENT LOAN BALANCE TO ORIGINAL LOAN AMOUNT
LENGTH OF TIME (OR UNKNOWN TIME) SINCE ACCOUNT DELINQUENT
FACTA: Risk Score Value - The Experian Fair Isaac score, was adversely affected by credit inquiries present in the credit file.

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SCBT, National Association
**Notice to the Home Loan Applicant
Credit Score Information Disclosure**

Credit Bureau #2

Trans Union
P.O. Box 1000
Chester, PA 19022

Phone: 800-888-4213
Fax:
Model Used: FICORiskScoreClassic04
Range of Possible Scores: 300 to 850

Borrower

Name: Deborah L. Hamner Score: 00664 Date: 02/13/2010

Key Factors: SERIOUS DELINQUENCY
FREQUENT DELINQUENCY

PROPORTION OF REVOLVING BALANCES TO CREDIT LIMITS IS TOO HIGH

TOO MANY ACCOUNTS WITH BALANCES

FACTA: Risk Score Value - The Trans Union oreClassic04 score. was adversely affected by credit inquiries present in the credit file.

Co-Borrower

Name: Jamie R. Hamner Score: 00631 Date: 02/13/2010

Key Factors: SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED
DELINQUENCY DATE TOO RECENT, OR UNKNOWN

PROPORTION OF REVOLVING BALANCES TO CREDIT LIMITS IS TOO HIGH

RECENT DEROGATORY PUBLIC RECORD OR COLLECTION

FACTA: Risk Score Value - The Trans Union oreClassic04 score. was adversely affected by credit inquiries present in the credit file.

Credit Bureau #3

Equifax Credit Information Services
P.O. Box 740241
Atlanta, GA 30374

Phone: 800-685-1111
Fax:
Model Used: EquifaxBeacon5.0
Range of Possible Scores: 300 to 850

Borrower

Name: Deborah L. Hamner Score: 00664 Date: 02/13/2010

Key Factors: SERIOUS DELINQUENCY

PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS

NUMBER OF ACCOUNTS WITH DELINQUENCY

TOO MANY INQUIRIES IN THE LAST 12 MONTHS

FACTA: Address Discrepancy - NO SUBSTANTIAL DIFFERENCE OCCURRED.

Co-Borrower

Name: Jamie R. Hamner Score: 00642 Date: 02/13/2010

Key Factors: SERIOUS DELINQUENCY, DEROGATORY PUBLIC RECORD OR COLLECTION FILED

TIME ON DELINQUENCY IS TOO RECENT OR UNKNOWN

PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS

NUMBER OF ACCOUNTS WITH DELINQUENCY

FACTA: Address Discrepancy - NO SUBSTANTIAL DIFFERENCE OCCURRED.

I/We have received a copy of this Credit Score Information Disclosure.

Deborah L. Hamner 2/13/10
Borrower Date
Deborah L. Hamner

Jamie R. Hamner 2/13/10
Co-Borrower Date
Jamie R. Hamner

Experian
PO Box 2002
Allen, TX 75013
1-888-397-3742

Trans Union
PO Box 1000
Chester, PA 19022
1-800-888-4213

Equifax Credit Information Services
PO Box 740241
Atlanta, GA 30374
1-800-685-1111

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Welcome to the SCBT, National Association Family! We consider it a privilege to be part of your Financial Services Team. As a preferred mortgage customer, we would like to offer you a Totally Free Checking Account. To take advantage of this offer, please sign below and your Personal Banker will contact you.

Again, thank you for allowing us to be part of your Financial Services Team!

New Account Information:

Name: Deborah L. Hamner
Address: 11 Southern Magnolia Drive
City, State, Zip: Beaufort SC 29907
D/O/B: [REDACTED] DL # _____
SSN: [REDACTED]
Phone: Home: 843-470-5995 Work: 843-228-2090
Cell: _____
Email Address: _____

If Joint Account:

Name: Jamie R. Hamner
Address: 11 Southern Magnolia Drive
City, State, Zip: Beaufort SC 29907
D/O/B: [REDACTED] DL # _____
SSN: [REDACTED]
Phone: Home: [REDACTED] Work: 843-228-3743
Cell: _____
Email Address: _____

Type of Checks: ☐ Duplicate ☐ Wallet ☐ Top Stub
Starting Check Number: _____

Info to be printed on Checks: _____

Yes! Please contact me regarding Totally Free Checking.

Deborah L. Hamner
(Account Owner #1)

[Signature]
(Account Owner #2)



Totally Free Checking

Member FDIC

Form **4506-T**

(Rev. January 2010)

Department of the Treasury
Internal Revenue Service**Request for Transcript of Tax Return**

OMB No. 1545-1672

▶ Request may be rejected if the form is incomplete or illegible.

Tip: Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-829-1040 to order a transcript. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first. Deborah L. Hamner	1b First social security number on tax return or employer identification number (see instructions) [REDACTED]
2a If a joint return, enter spouse's name shown on tax return Jamie R. Hamner	2b Second social security number if joint tax return [REDACTED]
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code Deborah L. Hamner 11 Southern Magnolia Drive Beaufort, SC 29907	
4 Previous address shown on the last return filed if different from line 3 PSC 557 Box 1443 Fpo, AP 96379	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.	

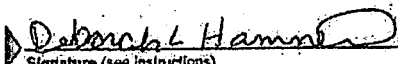
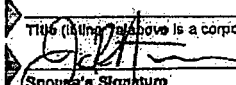
Caution: If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.

- 6** Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶
- a** Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days. ☐
 - b** Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. ☐
 - c** Record of Account, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days. ☐
 - 7** Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days. ☐
 - 8** Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days. ☐

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

- 9** Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. Note: For transcripts being sent to a third party, this form must be received within 120 days of signature date.

Sign Here	 Signature (see instructions)	<u>12/13/10</u> Date	Telephone number of taxpayer on line 1a or 2a
	 Spouse's Signature	<u>12/13/10</u> Date	

For Privacy Act and Paperwork Reduction Act Notice, see page 2.
IRS4506T Transl Req pt - 01/2010 - Encompass360™

Cat. No. 37687N

Form **4506-T** (Rev. 1-2010)

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General Instructions

Purpose of form. Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAINVS teams, send your request to the team based on the address of your most recent return.

Automated transcript request. You can call 1-800-829-1040 to order a transcript through the automated self-help system. Follow prompts for "questions about your tax account" to order a tax return transcript.

Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Florida, Georgia, North Carolina, South Carolina	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team top 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37108 Fresno, CA 93888 559-456-5876
Arkansas, Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia,	RAIVS Team Stop 6705 P-6 Kansas City, MO 64989 816-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 6 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-8526 Washington, DC 20224. Do not send the form to this address. Instead see *Where to file* on this page.

BORROWER SIGNATURE AUTHORIZATION

Lender:

SCBT, National Association
189 Sea Island Parkway
Lady's Island SC 29907
800-277-2175

Borrower(s):

Deborah L. Hamner 386-04-8423
Jamie R. Hamner 557-25-4178
11 Southern Magnolia Drive
Beaufort SC 29907

I hereby authorize the Lender to verify my past and present employment earnings records, bank accounts, mortgage loans, stock holdings and any other asset balances that are needed to process my mortgage loan application. I further authorize the Lender to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as an authorization. If my loan closes, I authorize that all or part of my application information may be reverified as part of a post closing audit.

The information the Lender obtains is only to be used in the processing of my mortgage application or post closing audit of my mortgage loan.

* * * * *

BY:

Deborah L. Hamner
Deborah L. Hamner

2/13/10
Date

J. R. Hamner
Jamie R. Hamner

2/13/10
Date

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/RECD).

HUD/FHA:

Notice to Borrowers: This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

RTT 03/97 Rev. 08/05

GENERAL INFORMATION REGARDING CONSTRUCTION PERMANENT FINANCING

SCBT, National Association offers construction financing in conjunction with several of its permanent mortgage products. In many cases, this program requires only one loan closing, or an initial closing with a subsequent modification. Construction Permanent (CP) financing provides for conversion from the Construction Phase to permanent mortgage financing at the end of the construction term.

General Information and Definitions

1. **Construction Phase:** The Construction Phase begins on the day of the initial loan closing. The length of the Construction Phase will be determined based on your building plans and contractor's schedule.
2. **Construction Rate:** The interest rate charged during the Construction Phase will be disclosed at the time of application.
3. **Construction Interest Payments:** Only interest is paid during the Construction Phase. Interest is calculated daily on the amount distributed to date. You will be billed monthly for your interest payments. A late fee will be assessed if payment is not received by the date stated in the loan documents.
4. **Permanent Phase:** The Permanent Phase begins once your home is fully completed, all Permanent Phase requirements are met, and the final disbursement of the loan is made. At that time, a modification Agreement and other documents may be necessary to convert your loan to the Permanent Phase and to set the exact amount of the monthly principal and interest payments.
5. **Permanent Rate:** The permanent interest rate will be based on your choice of a variety of rate lock options and permanent loan products offered. Your Interest Rate Agreement will contain the information pertaining to your loan.
6. **Permanent Mortgage Payments:** The principal, interest and escrow payments, as applicable, will be determined at the time your permanent interest rate is set and will be calculated based on the loan term.

Builder Acceptance and Construction Contract

1. **Builder Acceptance:** All builders must be evaluated by SCBT, National Association prior to closing any residential construction permanent loan. Acceptance of your builder will be based on objective criteria established solely for SCBT, National Association's protection and benefit. Acceptance does not constitute a guarantee of the builder's performance or the quality of construction.
2. **Construction Contract:** Your construction contract should contain the purchaser's name(s), the builder's name, the property address of the proposed construction, the construction terms, and the agreed upon cost to build with an itemized cost breakdown included. A specification sheet, which gives details such as insulation thickness, foundation depths, type of windows, flooring, etc. should also be attached. The contract should address such issues as when and how the builder will be paid, and who will pay for surveys, builders risk coverage, and termite soil treatment. The more detailed the contract, the less chance there will be for misunderstandings. Evaluation and acceptance of your construction contract is for the purpose of meeting SCBT, National Association's lending criteria only.

Revision Date 01/19/2007

3. **Changes to the Contract:** Any changes to the construction contract, plans, or specifications must be submitted to SCBT, National Association for review and evaluation to establish how changes may impact your loan.

Requirements Prior to or at Closing

1. **Funds to Complete:** All funds required to complete construction of the improvements in excess of the loan amount will be verified prior to closing and must be funded by you prior to commencement of the loan draws.
2. **Builder's Risk Insurance:** No later than closing, you must provide a one year builder's risk policy for the full amount of your loan or replacement costs of all completed improvements, whichever is less. Only the borrower may be listed as the named insured and SCBT, National Association as the Mortgagee. The builder can be listed as additional insured if the policy contains an endorsement stating that the Mortgagee will be paid in full before all others. A builder's blanket policy listing the borrower as an additional insured is not acceptable.
3. **Additional Documents that may be required prior:**
- Appraisal
 - Flood Insurance
 - Plans and Specifications
 - Architectural approval
 - Copy of recorded plat or metes and bounds survey
 - Copy of declarations and restrictive covenants
 - Private street maintenance agreement
 - Copy of permits and approvals such as building, septic tank, sewer, well-permits; approval of private water system, zoning, etc.

Disbursements / Funding

1. **Funding Procedures:** You must call your Loan Originator to request draws as they are needed. Before draws are funded, an inspection must be performed to verify the work completed. In some cases, additional documentation or lien waivers may be required.
2. **Disbursement Policy:**
- Prior to each disbursement, SCBT, National Association will require an inspection to determine that satisfactory progress has been made to justify the amount of the requested draw. Each construction draw is limited to an amount that corresponds to the funds available and funds required to complete the project.
 - Funds will be disbursed only for labor and material that is completed and/or installed. No funds shall be disbursed for stored material or deposits unless pre-approved.
 - If interest payments or expenses (inspection fees, wire transfer fees, etc.) on the account are delinquent, no disbursement will be issued until the payments are current.
 - If a lien has been filed, no draws will be funded until the lien is satisfied and a copy of the recorded satisfaction has been received by SCBT, National Association, the title insurance guarantees SCBT, National Association's continuing first lien position, or SCBT, National Association approves the draw.

Revision Date 01/19/2007

3. Manner of Disbursement: All construction draw requests must be in a form and content acceptable to Lender which, in Lender's sole discretion, may be made by telephone provided (i) written confirmation is promptly delivered to Lender and (ii) Lender shall be entitled to rely on the instructions received by telephone and shall not be liable for disbursements made in good faith in accordance with such instructions. When and if this requirement is not met in a timely manner, the lender is to revoke this privilege.

Disbursement checks will be made payable solely to Borrower, unless Lender, in its sole discretion, elects to make the check jointly payable to Borrower and Builder. In the rare case that a Borrower requests funds to be paid solely and directly to the Builder, a written request must be in hand before the disbursement is made. In all cases, the final disbursement of construction funds shall be made jointly payable to Borrower and Builder. Unless specifically approved by Lender, Lender will make no disbursements for costs of materials stored off-site from the Property.

Final Draw Requirements

- 1. Prior to Final Draw:** Prior to disbursement of the full amount of the loan and conversion to the Permanent Phase, you may be required to meet additional conditions including, but not limited to:
- Payment of necessary escrows, fees, insurance premiums, taxes, etc., as required by SCBT, National Association. If you fail to meet the "Conversion Date" set forth in the Note, you may be required to make an additional payment of principal.
 - Owner's Affidavit and Contractor's Affidavit, or lien waivers.
 - Modification Agreement, executed and recorded, to set the interest rate for the Permanent Phase.
 - Certification that your financial condition has not deteriorated and/or re-verification of credit documents and income necessary to qualify for the Permanent Phase.
 - Certificate of Occupancy.
 - Final Inspection / Re-certification of Value of Improvements.
 - Evidence of compliance with septic tank permit or a sewer tap receipt, well/water system approval.
 - Evidence of termite treatment or a Soil Treatment Guaranty.
 - Any necessary endorsement to Mortgagee's Title Insurance Policy.
 - Homeowner's Insurance Policy in form and content and through an insurer acceptable to SCBT, National Association with a receipt for the first year's premium.
 - Final survey ("as built").

Miscellaneous Information

- 1. Non-Conversion Fee:** Subject to applicable state law, your construction documents may set forth a fee that is charged for failure to convert your loan to the Permanent Phase. If applicable, this fee will be collected at the time of payoff of the construction loan.
- 2. Private Mortgage Insurance:** PMI is generally required on all loans that exceed 80% loan-to-value.
- 3. Escrow Requirements:** SCBT, National Association may escrow for taxes, hazard insurance, flood insurance, and if applicable, PMI. If applicable, escrow accounts will be set up for payment of these items at the conversion to permanent financing. It will be your responsibility to keep tax bills and insurance premiums current during the Construction Phase.

Revision Date 01/19/2007

4. **Extension of Conversion Date:** If construction of your home is not complete, or you are unable to meet all the requirements of the Permanent Phase on your loan by the established Conversion Date, your loan will be in default. SCBT, National Association may, at its sole discretion, unilaterally extend the Conversion Date. As a condition of extending the Conversion Date, SCBT, National Association may require payment of an extension fee and/or changes to your loan terms.

5. **Your Obligation:** You and SCBT, National Association will be bound by the terms and conditions contained in the loan documents you sign at closing. Even though you may subsequently request modification of these documents, SCBT, National Association is not bound to agree to such request. Because the documents signed at closing establish the right of both parties, you should become familiar with and understand the provision of these documents.

This form is for information purposes only, and is not intended or given to be legally binding or enforceable against SCBT, National Association. This form does not address all the terms, conditions, and requirements of your Construction Permanent loan. In the case of any conflict between information contained in this form and the provisions contained in the loan documents you sign at closing, those documents shall prevail.

Date 2/13/10

Deborah L Hamner
Applicant
[Signature]
Applicant

**ADDENDUM TO RESIDENTIAL LOAN APPLICATION
LOT LOAN PROGRAM INFORMATION**

Information provided below describes the features of the lot loan program you are considering.
~~Information on other mortgage programs is available upon request.~~

This is not a variable rate mortgage.

The loan you have applied for may have some features that differ from other mortgage loans you are familiar with. Following is a summary of these distinctive features:

☒ **Interest Only Period**

Your minimum payments will not repay the principal that is outstanding on your loan. Your monthly payment, during the period indicated below, will consist entirely of accrued interest and will not reduce the principal.

☒ 12 months ☐ 24 months ☐ 36 months

☐ **Principal and Interest Payments**

Payments, beyond any Interest Only Period that may apply, will be level payments based on a 20-year amortization with a balloon payment due at the loan maturity.

☐ **Balloon Payment**

You must repay the entire principal balance of the loan and unpaid interest then due in a single payment at maturity. The balloon maturity term of your loan is:

☐ 1 year ☐ 2 years ☐ 3 years ☐ 5 years

We are under no obligation to refinance the loan at maturity. You will, therefore, be required to make payment out of other assets you may own, or you will have to find a lender who is willing to lend you money. If you refinance this loan at maturity, you may have to pay closing costs normally associated with a new loan, even if you obtain refinancing with the same lender.

I/we acknowledge that I/we have read and received a copy of this Lot Loan Program Information sheet.

Deborah L. Hamm
Borrower
[Signature]
Borrower

2/13/10
Date
2/13/10
Date

01/19/07

Subject: Pre-Qualify Request from GMC website
pls pull this

----- Original Message -----

From: jaimhamner@yahoo.com

To: ben@beaufortlending.com

Sent: Thursday, January 14, 2010 7:58 PM

Subject: Pre-Qualify Request from GMC Website

A new request for pre-qualification has been received. See details below:

Applicant Information

First Name Jaime

Last Name Hamner

Social Security Number [REDACTED]

Date of Birth [REDACTED]

Address 11 Southern Magnolia Dr.

City Beaufort

State SC

Zip Code 29907

Home Phone [REDACTED]

Work Phone [REDACTED]

Cell Phone [REDACTED]

Email [REDACTED]

Preferred Contact Time cell anytime

Financial Information

Loan Requested Purchase

Loan Term 30 (first choice) 15 (inquiry)

Loan Amount Desired \$300,000.00

How long have you been at your present job? 18 years

Income \$71,023.00

Property Information (if known - not required)

Property Type Single Family

Year Built

Purchase Price \$112,900.00

Appraised Property Value \$170,000.00

Questions or Comments

How did you hear about us? Print Advertising

PLAINTIFF'S
EXHIBIT

3
Hammer

Subject: Pre-Qualify Request from GMC Website

----- Original Message -----

From: deborah.hamner@yahoo.com

To: ben@beaufortlending.com

Sent: Thursday, January 14, 2010 8:02 PM

Subject: Pre-Qualify Request from GMC Website

A new request for pre-qualification has been received. See details below:

Applicant Information

First Name Deborah

Last Name Hamner

Social Security Number [REDACTED]

Date of Birth [REDACTED]

Address 11 Southern Magnolia Dr.

City Beaufort

State SC

Zip Code 29907

Home Phone [REDACTED]

Work Phone [REDACTED]

Cell Phone [REDACTED]

Email [REDACTED]

Preferred Contact Time cell anytime

Financial Information

Loan Requested Purchase

Loan Term 30 (first choice) 15 (inquiry)

Loan Amount Desired \$300,000.00

How long have you been at your
present job? 15 years

Income \$69,281.00

Property Information (if known - not required)

Property Type Single Family

Year Built

Purchase Price \$112,900.00

Appraised Property Value \$170,000.00

PLAINTIFF'S
EXHIBIT

4
CHAMBERLAIN

Questions or Comments

How did you hear about us? Print Advertising

Uniform Residential Appraisal Report

There are 5 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 305,000.00 to \$ 434,700.00	
There are 3 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 173,000.00 to \$ 470,000.00	
FEATURE	SUBJECT
10 Meredith Lane Address Beaufort, SC 29907	93 Holly Hall Road Beaufort, SC 29907
Proximity to Subject	2.10 miles S
Sale Price \$ 306,900	\$ 343,000
Sale Price/Gross Liv. Area \$ 116.51 sq. ft.	\$ 176.62 sq. ft.
Data Source(s)	MLS #105212/DOM 356
Verification Source(s)	Prior Inspect/Pub. Records
VALUE ADJUSTMENTS	DESCRIPTION
Sale or Financing	Conv. Loan
Concessions	seller pd. \$5.00
Date of Sale/Time	08/05/2009
Location	Lady's Island
Leasehold/Fee Simple	Fee Simple
Site	6.84 acres
View	Pond/Wetland
Design (Style)	1.5 Story
Quality of Construction	Frame/Good
Actual Age	Proposed
Condition	Proposed
Above Grade	Total Bdrms. Baths
Room Count	10 6 3
Gross Living Area	2,634 sq. ft.
Basement & Finished	No Basement
Rooms Below Grade	None
Functional Utility	Average
Heating/Cooling	Central
Energy Efficient Items	Full Insulation
Garage/Carport	2 Car Garage
Porch/Patio/Deck	Entry
Fireplaces	1 Fireplace
Other Amenities	None noted
Other Amenities	None Noted
Net Adjustment (Total)	\$ 43,600
Adjusted Sale Price	Net Adj. 12.71 %
of Comparables	Gross Adj. 16.79 %
I ☒ did not research the sale or transfer history of the subject property and comparable sales. If not, explain	

My research	did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
Data Source(s)	Beaufort County Register of Deeds
My research	did ☒ did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.
Data Source(s)	Beaufort County Register of Deeds

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	No prior sales history	01/24/2007	3/7/2004	10/18/2004
Price of Prior Sale/Transfer	reported by Beaufort	349,000	\$245,000	\$363,000
Data Source(s)	Co. Register of Deeds	Book 2516/2196	Book 1921/2138	Book 2039/1821
Effective Date of Data Source(s)	February 19, 2010	February 19, 2010	February 19, 2010	February 19, 2010

Analysis of prior sale or transfer history of the subject property and comparable sales. There are no prior recorded transfers of the subject property reported by the Beaufort County Register of Deeds in the last 36 months prior to this appraisal. There are no recorded sales of the comparable properties reported by the Beaufort County Register of Deeds in the last 12 months preceding their sales dates.

Summary of Sales Comparison Approach. Sales of homes with acreage are rare on Lady's Island. No sales with comparable acreage as the subject sold in the last 12 months. The 4 sales analyzed here are the most recent comparable sales in the market that bracket the subject's contract price. No comparable sales were found larger than the subject. Sale 1 is the most recent comparable sale with acreage. It is adjusted for site size, view, quality, age, GLA, insulation, porches, and irrigation system. Sale 2 is located adjacent to the subject site. It is adjusted for site size, quality, age, baths, GLA, condition, baths, GLA, insulation, porches, and amenities. Sale 3 is adjusted for location, site, view, quality, age, baths, GLA, and amenities. Sales 1 and 2 are over 6 months old; however, they are most similar to the subject. Sales 3 and 4 closed within 90 days. One active listing provides additional market support. In the final reconciliation of adjusted values, I placed similar weight on each of the 4 sales with strong consideration given to the replacement cost of the subject and its actual cost to the borrower.

Indicated Value by Sales Comparison Approach \$ 350,000

Indicated Value by: Sales Comparison Approach \$ 350,000 Cost Approach (if developed) \$ 361,200 Income Approach (if developed) \$ N/A

The subject is located in a neighborhood of predominantly owner occupied homes and homes are not usually purchased for income potential. There was insufficient data available to develop the Income Approach. The Cost Approach supports the Sales Comparison Approach.

This appraisal is made ☐ "as is," ☒ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed; ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. This appraisal is subject to completion of the proposed improvements as per plans and specifications in a timely and workmanlike manner.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 350,000 as of February 24, 2010, which is the date of inspection and the effective date of this appraisal.

PLAINTIFF'S
EXHIBIT5
HAMMER

Uniform Residential Appraisal Report

The Intended User of this report is the named Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

Christopher D. Moody, SC Apprentice Appraiser No. A-5176 provided professional assistance to the appraiser in the data collection process, inspected the subject property and comparable sales, verification of data, selection of the comparable sales, and assisted the appraiser in reaching a conclusion of value for the subject property.

Additional Site Value Comments: As noted in the appraisal and on the plat attached to the appraisal, 2 +/- acres of the property is wetlands. Water levels in the pond/wetland are several feet above normal. I suspect that more than 2 acres is now wetland or pond. Due to a pronounced slope toward the wetland, even less of the property is developable. My estimate is less than 4 acres are developable. Furthermore, it is on a private street. I used actual land comps in the cost approach that indicate a lower value for this site. These are the ONLY acreage sales in the market. Many sites are listed for higher amounts, but none are under contract. The purchase price of the land is \$150,000. Based on my knowledge and the comp data, I think it is worth \$115,000. I made lower site value adjustments to the comparable sales based on my valuation of the land and not the purchase price of the land. The comp sites are smaller, but worth more per acre. There are other considerations, such as the comparable sites are level and sited on public or paved streets. The neighborhood is also predominantly 1/3 to 1/4 acre sites. In the current market, I do not see buyers willing to pay a premium for land.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

Site value was determined by using the most recent and most proximate land sales: Lots 3, 4, 8, 9, 15, 16, & 19 Consaw Is., 5.99 acres with a marsh view, sold 1/22/10 for \$125K; Lot 8, Tillman Dr., 6.51 acres, sold 3/1/09 for \$106K; and Lot 18 Marsh Hawk Pltn., 7 acres, sold 12/17/09 for \$115K. Based on these 3 sales, the opinion of site value is believed to be \$115,000.

ESTIMATED	REPRODUCTION OR	X	REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	115,000		
Source of cost data	Marshall & Swift			Dwelling	2,634 Sq. Ft. @ \$ 83.77	= \$ 220,650		
Quality rating from cost service	Good		Effective date of cost data	December, 2009	Sq. Ft. @ \$	= \$		
Comments on Cost Approach (gross living area calculations; depreciation, etc.)				Appliances, Fireplace, Porch			7,805	
Replacement cost figures are for valuation purposes only. No other client or 3rd party should rely on these figures for insurance or any other purpose. The definition of market value on Page 4 of this form is not consistent with the definition of insurable value.				Garage/Carport			448 Sq. Ft. @ \$ 28.55	= \$ 12,790
				Total Estimate of Cost-New			= \$ 241,245	
				Less	Physical	Functional	External	
				Depreciation				= \$ ()
				Depreciated Cost of Improvements			= \$ 241,245	
				'As-Is' Value of Site Improvements			= \$ 5,000	
							= \$	
Estimated Remaining Economic Life (HUD and VA only)				60	Years	Indicated Value By Cost Approach		= \$ 361,245

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ N/A X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM): Most homes in the market are not purchased for income potential and there was insufficient data available to develop the Income Approach.

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases N/A Total number of units N/A Total number of units sold N/A

Total number of units rented N/A Total number of units for sale N/A Date Source(s) N/A

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Date Source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities. N/A

Uniform Residential Appraisal Report

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property; (2) inspect the neighborhood; (3) inspect each of the comparable sales from at least the street; (4) research, verify, and analyze data from reliable public and/or private sources; and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a, predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Patrice S. Moody
Name Patrice S. Moody
Company Name COASTAL APPRAISAL SERVICE
Company Address P O BOX 104
BEAUFORT, SC 29901-0104
Telephone Number 843-572-1635
Email Address coastal@charley.com
Date of Signature and Report March 1, 2010
Effective Date of Appraisal February 24, 2010
State Certification # CR-759
or State License # _____
or Other _____
State SC
Expiration Date of Certification or License 6/30/2010

ADDRESS OF PROPERTY APPRAISED

10 Meredith Lane
Beaufort, SC 29907-1935
APPRAISED VALUE OF SUBJECT PROPERTY \$ 350,000
LENDER/CLIENT
Name Doug Jacobs
Company Name South Carolina Bank & Trust, N.A.
Company Address 189 Sea Island Parkway
Lady's Island, SC 29907
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☒ Did inspect exterior of subject property from street
Date of Inspection February 24, 2010
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection February 23 & 24, 2010

ADDITIONAL COMPARABLES

Borrower Deborah L. & Jaime R. Hamner									
Property Address 10 Meredith Lane									
City Beaufort			County Beaufort			State SC		Zip Code 29907-1935	
Lender/Client South Carolina Bank & Trust, N.A.									

FEATURE	SUBJECT	COMPARABLE SALE NO. 4	COMPARABLE SALE NO. 5	COMPARABLE SALE NO. 6	
10 Meredith Lane		112 Old Plantation Drive East			
Address	Beaufort, SC 29907	Beaufort, SC 29907			
Proximity to Subject		1.66 miles NW			
Sale Price	\$ 306,900	\$ 417,000	\$	\$	
Sale Price/Gross Liv. Area	\$ 116.51 sq. ft.	\$ 195.18 sq. ft.	\$ sq. ft.	\$ sq. ft.	
Data Source(s)		MLS #100969/DOM 226			
Verification Source(s)		Prior Inspect/Pub. Records			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment
Sale or Financing		Cash Sale			
Concessions		none reported			
Date of Sale/Time		01/15/2010			
Location	Lady's Island	Walling Grove	-25,000		
Leasehold/Fee Simple	Fee Simple	Fee Simple			
Site	6.84 acres	1.4 acres	+8,000		
View	Pond/Wetland	2nd row river view	-10,000		
Design (Style)	1.5 Story	1 Story			
Quality of Construction	Frame/Good	Frame/V.Good	-25,000		
Actual Age	Proposed	4 years	+2,000		
Condition	Proposed	Good			
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	10 6 3	8 4 3			
Gross Living Area	2,634 sq. ft.	2,239 sq. ft.			
Basement & Finished	No Basement	No Basement			
Rooms Below Grade	None	None			
Functional Utility	Average	Good			
Heating/Cooling	Central	Central			
Energy Efficient Items	Full Insulation	Full Insulation			
Garage/Carport	2 Car Garage	2 Car Garage			
Porch/Patio/Deck	Entry	2 CP/deck/patio	-10,000		
Fireplaces	1 Fireplace	1 Fireplace			
Other Amenities	None noted	Fence, IrrigSys	-3,000		
Other Amenities	None Noted	Inground Pool	-10,000		
Net Adjustment (Total)			\$ -73,000		\$
Adjusted Sale Price		Net Adj. 16.70 %		Net Adj. %	
of Comparables		Gross Adj. 21.28 %	\$ 364,000	Gross Adj. %	\$

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	No prior sales history	08/11/2005		
Price of Prior Sale/Transfer	reported by Beaufort	399,000		
Data Source(s)	Co. Register of Deeds	Book 2210/1796		
Effective Date of Data Source(s)	February 19, 2010	January 22, 2010		
Comment on Sales Comparison: Sale 4 is a recent sale in Walling Grove, a superior location with a community dock and boat ramp and higher predominant values. Negative adjustments are made for location, view, site size, quality, age, porches, and amenities.				

Additional Listings
Uniform Residential Appraisal Report

Loan #30231002026179
File No. 10020034

ADDITIONAL LISTINGS

Borrower: Deborah L. & Jaime R. Hamner									
Property Address: 10 Meredith Lane									
City: Beaufort		County: Beaufort		State: SC		Zip Code: 29907-1935			
Lender/Client: South Carolina Bank & Trust, N.A.									
FEATURE		SUBJECT		LISTING # 1		LISTING # 2		LISTING # 3	
10 Meredith Lane				91 Holly Hall Road		50 Garden Grove Court			
Address: Beaufort, SC 29907				Beaufort, SC 29907		Beaufort, SC 29907			
Proximity to Subject				2.04 miles S		1.13 miles NW			
Original List Price		\$ 306,900		\$ 305,000		\$ 509,000		\$	
Current List Price		\$		\$ 305,000		\$ 429,900		\$	
List Price Revision Date				LD: 1/28/2010		LD: 12/1/2007		2/1/2010	
List Price/Gross Liv. Area		\$ 116.31 sq. ft.		\$ 151.14 sq. ft.		\$ 157.47 sq. ft.		\$ sq. ft.	
Data Source(s)				MLS #122629 - REO listing		MLS #113421			
Verification Source(s)				Exterior View/Public Records		Exterior View/Public Records			
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
				+(-)\$ Adjustment		+(-)\$ Adjustment		+(-)\$ Adjustment	
Sale or Financing				97% median sale		97% median sale			
Concessions				price adjustment		price adjustment			
Days on Market				27		822			
Location		Lady's Island		Ladys Island		Walling Grove			
Leasehold/Fee Simple		Fee Simple		Fee Simple		Fee Simple			
Site		6.84 acres		2.59 acres		1.0 acre			
View		Pond/Wetland		Wooded/Wetland		Wooded			
Design (Style)		1.5 Story		1 Story		1.5 Story			
Quality of Construction		Frame/Good		Frame/Good		Frame/Good			
Actual Age		Proposed		3 years		6 years			
Condition		Proposed		Average to good		Good			
Above Grade		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count		10 6 3		5 3 2.5		9 4 2.5			
Gross Living Area		2,634 sq. ft.		2,018 sq. ft.		2,730 sq. ft.		sq. ft.	
Basement & Finished		No Basement		No Basement		No Basement			
Rooms Below Grade		None		None		None			
Functional Utility		Average		Average		Average			
Heating/Cooling		Central		Central		Central			
Energy Efficient Items		Full Insulation		Insul. Windows		Full Insulation			
Garage/Carport		2 Car Garage		2 Car Garage		3 Car Garage			
Porch/Patio/Deck		Entry		CovPor, Deck		CP, SP, deck			
Fireplaces		1 Fireplace		1 Fireplace		1 Fireplace			
Other Amenities		None noted		None noted		Fence, Irrig, Shed			
Other Amenities		None Noted		None noted		None Noted			
Net Adjustment (Total)				X + - \$ 32,100		X - \$ -45,300			
Adjusted Sale Price				Net Adj. 10.52 %		Net Adj. 10.54 %		Net Adj. %	
of Comparables				Gross Adj. 18.72 % \$ 337,100		Gross Adj. 16.82 % \$ 384,600		Gross Adj. % \$	
ITEM		SUBJECT		LISTING # 1		LISTING # 2		LISTING # 3	
Date of Prior Sale/Transfer		No prior sales history		7/27/2007		1/13/2004			
Price of Prior Sale/Transfer		reported by Beaufort		357,500		548,000			
Data Source(s)		Co. Register of Deeds		Deed Book 2610/2333		Book 1899/205			
Effective Date of Data Source(s)		February 19, 2010		February 19, 2010		February 19, 2010			

Summary of Comparable Listings These 2 active listings are the most similar comparable listings on Lady's Island. Both are adjusted for market conditions and other significant differences. Listing 1 is REO. The home has no appliances and is priced below market for liquidation. Listing 2 is an active listing larger than the subject. It is adjusted for superior location, smaller site, age, baths, GLA, 3 car garage, superior porches, and amenities.

Market Conditions Addendum to the Appraisal Report File No. 10020034

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 10 Meredith Lane City Beaufort State SC ZIP Code 29907-1935

Borrower Deborah L. & Jaime R. Hamner

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average, instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	23	4	3	Increasing	Stable	X Declining
Absorption Rate (Total Sales/Months)	3.83	1.33	1.00	Increasing	Stable	X Declining
Total # of Comparable Active Listings	83	64	60	X Declining	Stable	Increasing
Months of Housing Supply (Total Listings/Ab. Rate)	21.65	48.00	60.00	Declining	Stable	X Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	289,000	368,500	340,000	Increasing	X Stable	Declining
Median Comparable Sales Days on Market	122	215	180	Declining	Stable	X Increasing
Median Comparable List Price	319,900	324,000	322,750	Increasing	X Stable	Declining
Median Comparable Listings Days on Market	221	222	219	Declining	X Stable	Increasing
Median Sale Price as % of List Price	96.50	95.60	96.90	Increasing	X Stable	Declining
Seller (developer, builder, etc.) paid financial assistance prevalent?	Yes ☐ No ☒			Declining	X Stable	Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). There is no evidence of an increase in seller concessions. I reviewed listings and sales in the neighborhood over the past 12 months.

Are foreclosure sales (REO sales) a factor in the market? ☒ Yes ☐ No If yes, explain (including the trends in listings and sales of foreclosed properties).

There have been a few REO sales which have impacted the ability of homes selling at fair market values. These sales have effectively lowered the median sale price.

Cite data sources for above information. Beaufort Multiple Listing Service and public records

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

For purposes of this report, all listing and sales on Lady's Island similar to the subject's size and location are reported here to provide an accurate analysis of the entire market. With no true comparable sales for the subject, these sales and listings provide more quantitative data. Most segments either stabilized or improved in the last 6 months with fewer listings, stable sale prices, listing prices, listings days on market, and median sale price ratios. On the downside, sales volume declined, absorption rates declined and the supply increased. The median sale days on market increased. This market may see a period of decline if sales volume continues to decline.

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend:		
Total # of Comparable Sales (Settled)				Increasing	Stable	Declining
Absorption Rate (Total Sales/Months)				Increasing	Stable	Declining
Total # of Active Comparable Listings				Declining	Stable	Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				Declining	Stable	Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature

Appraiser Name Patrice S. Moody

Company Name COASTAL APPRAISAL SERVICE

Company Address P O BOX 104, BEAUFORT, SC 29901-0104

State License/Certification # CR-758

Email Address coastal@hargray.com

Signature

Appraiser Name

Company Name

Company Address

State License/Certification #

Email Address

PHOTOGRAPH ADDENDUM

Borrower or Owner Deborah L. & Jaime R. Hamner

Property Address 10 Meredith Lane

City Beaufort County Beaufort

State SC

Zip Code 29907-1935

Client South Carolina Bank & Trust, N.A.



FRONT VIEW OF
SUBJECT PROPERTY



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

800

PHOTOGRAPH ADDENDUM

Borrower or Owner Deborah L. & Jaime R. Hamner

Property Address 10 Meredith Lane

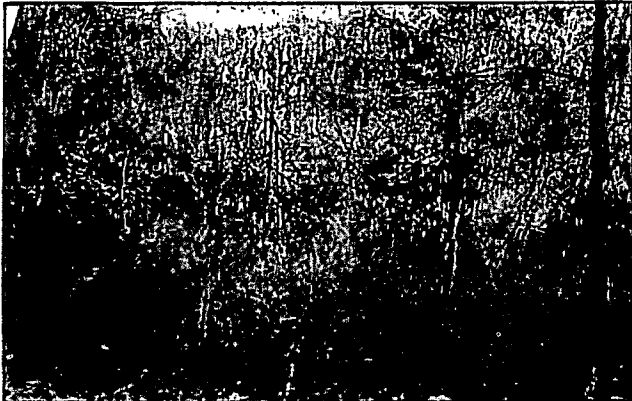
City Beaufort

County Beaufort

State SC

Zip Code 29907-1935

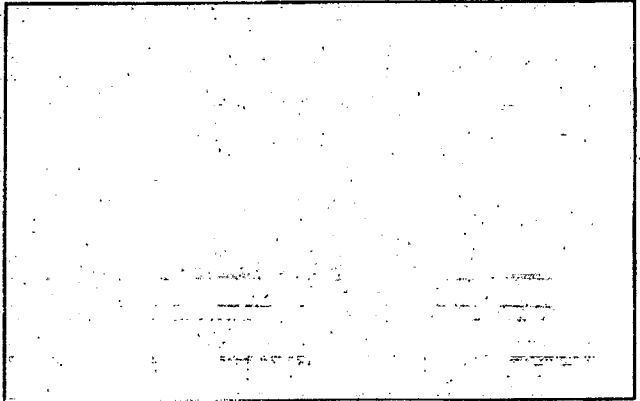
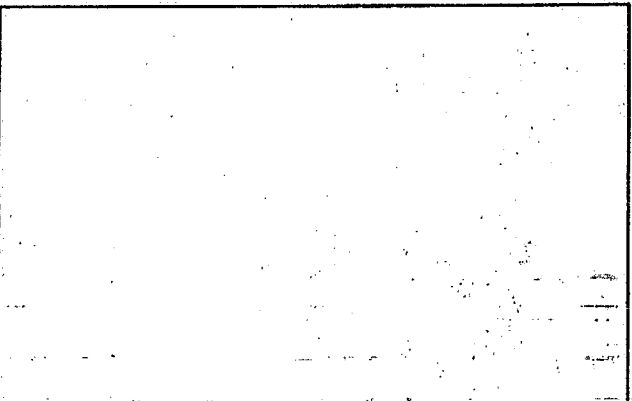
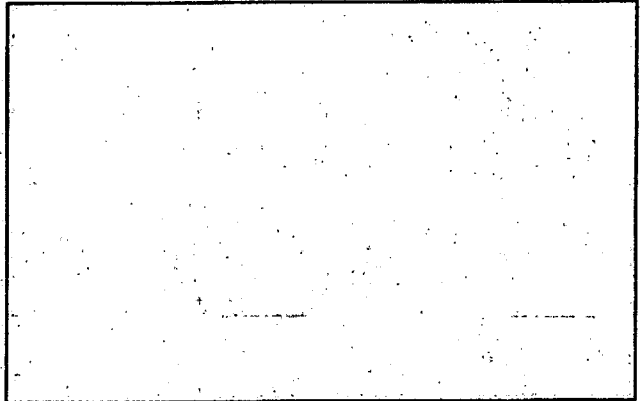
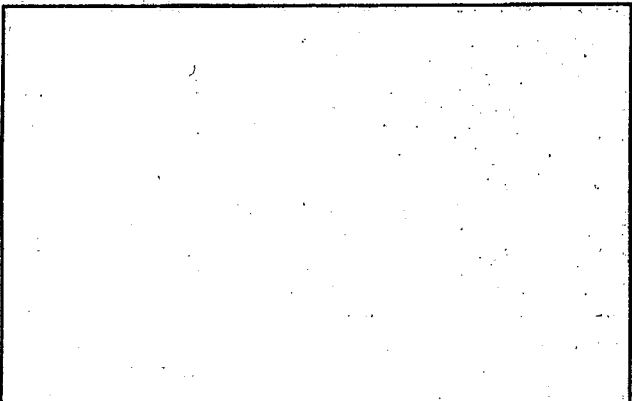
Client South Carolina Bank & Trust, N.A.



10 Meredith Lane
Pond view



10 Meredith Lane
Wetland view



PHOTOGRAPH ADDENDUM

Borrower or Owner Deborah L. & Jaime R. Hamner

Property Address 10 Meredith Lane

City Beaufort County Beaufort

State SC

Zip Code 29907-1935

Client South Carolina Bank & Trust, N.A.



COMPARABLE #1

93 Holly Hall Road
Beaufort, SC 29907

Price	\$343,000
Price/SF	176.62
Date	08/05/2009
Age	4 years
Room Count	6-3-3
Living Area	1,942
Value Indication	\$386,600



COMPARABLE #2

86 James F. Byrnes Street
Beaufort, SC 29907

Price	\$277,000
Price/SF	137.74
Date	04/13/2009
Age	9 years
Room Count	7-3-2
Living Area	2,011
Value Indication	\$323,650



COMPARABLE #3

12 Pleasant Place Drive
Beaufort, SC 29907

Price	\$399,000
Price/SF	158.02
Date	12/09/2009
Age	5 years
Room Count	8-3-2.5
Living Area	2,525
Value Indication	\$361,450

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PHOTOGRAPH ADDENDUM

Borrower or Owner Deborah L. & Jaime R. Hamner

Property Address 10 Meredith Lane

City Beaufort County Beaufort

State SC

Zip Code 29907-1935

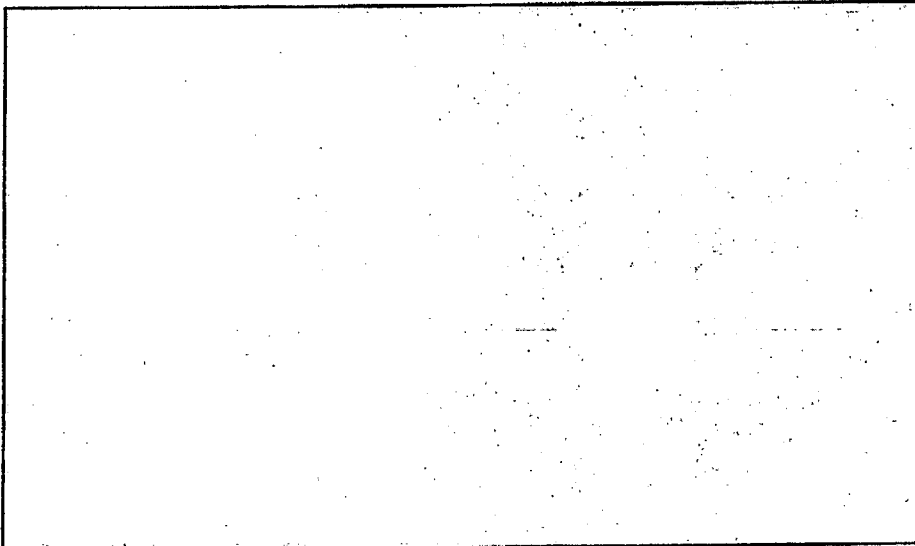
Chart South Carolina Bank & Trust, N.A.



COMPARABLE #4

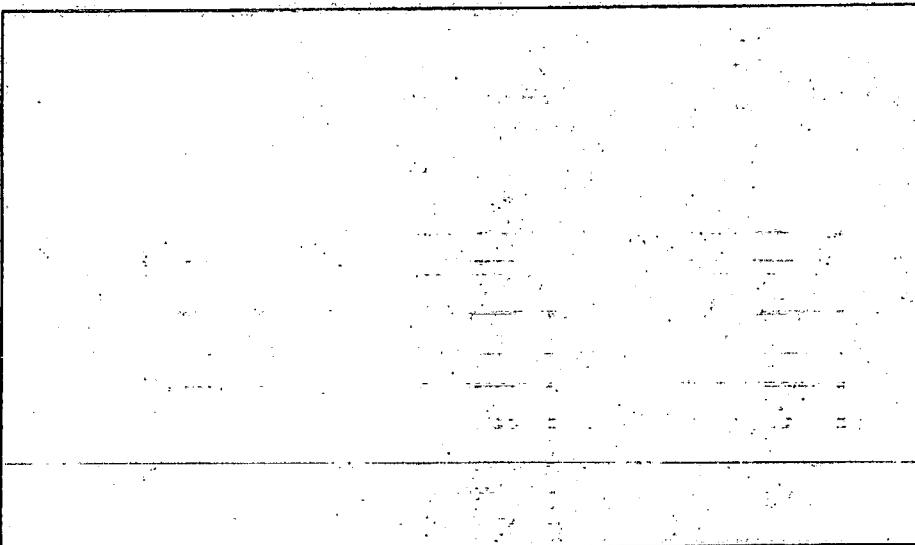
112 Old Plantation Drive East
Beaufort, SC 29907

Price	\$437,000
Price/SF	195.18
Date	01/15/2010
Age	4 years
Room Count	8-4-3
Living Area	2,239
Value Indication	\$364,000



COMPARABLE #5

Price	\$
Price/SF	
Date	
Age	
Room Count	--
Living Area	
Value Indication	\$



COMPARABLE #6

Price	\$
Price/SF	
Date	
Age	
Room Count	--
Living Area	
Value Indication	\$

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PHOTOGRAPH ADDENDUM

Borrower or Owner Deborah L. & Jaime R. Hamner

Property Address 10 Meredith Lane

City Beaufort

County Beaufort

State SC

Zip Code 29907-1935

Client South Carolina Bank & Trust, N.A.



LISTING #1

91 Holly Hall Road
Beaufort, SC 29907

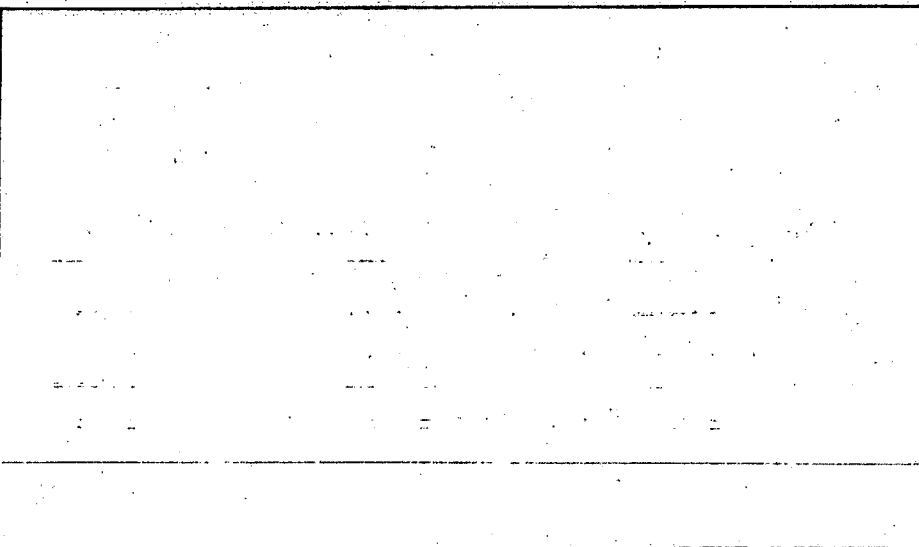
Price	\$305,000
Price/SF	151.14
D. O. M.	27
Age	3 years
Room Count	5-3-2.5
Living Area	2,018
Indicated Value	\$337,100



LISTING #2

50 Garden Grove Court
Beaufort, SC 29907

Price	\$429,900
Price/SF	157.47
D. O. M.	822
Age	6 years
Room Count	9-4-2.5
Living Area	2,730
Indicated Value	\$384,600



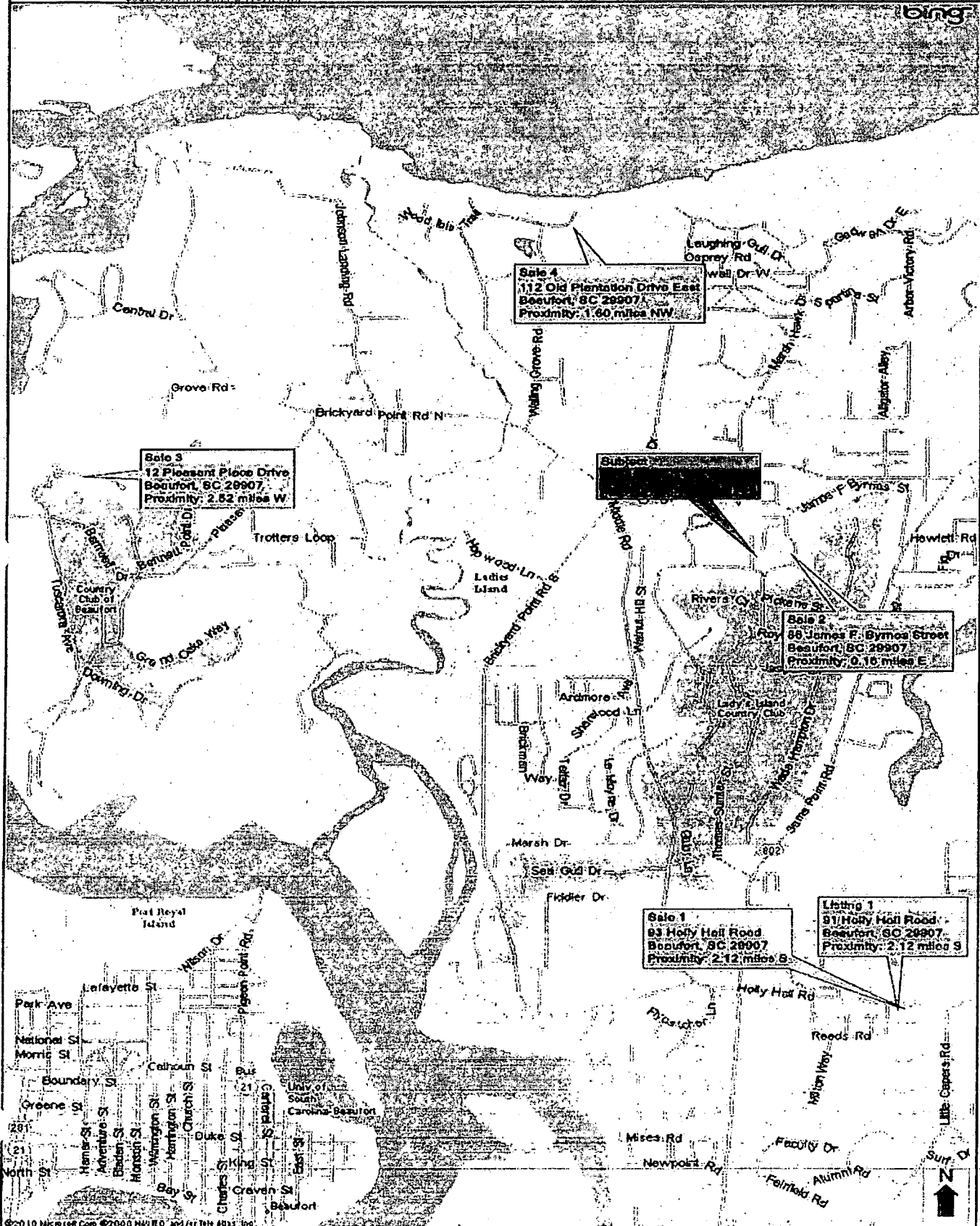
LISTING #3

Price	\$
Price/SF	
D. O. M.	
Age	
Room Count	
Living Area	
Indicated Value	\$

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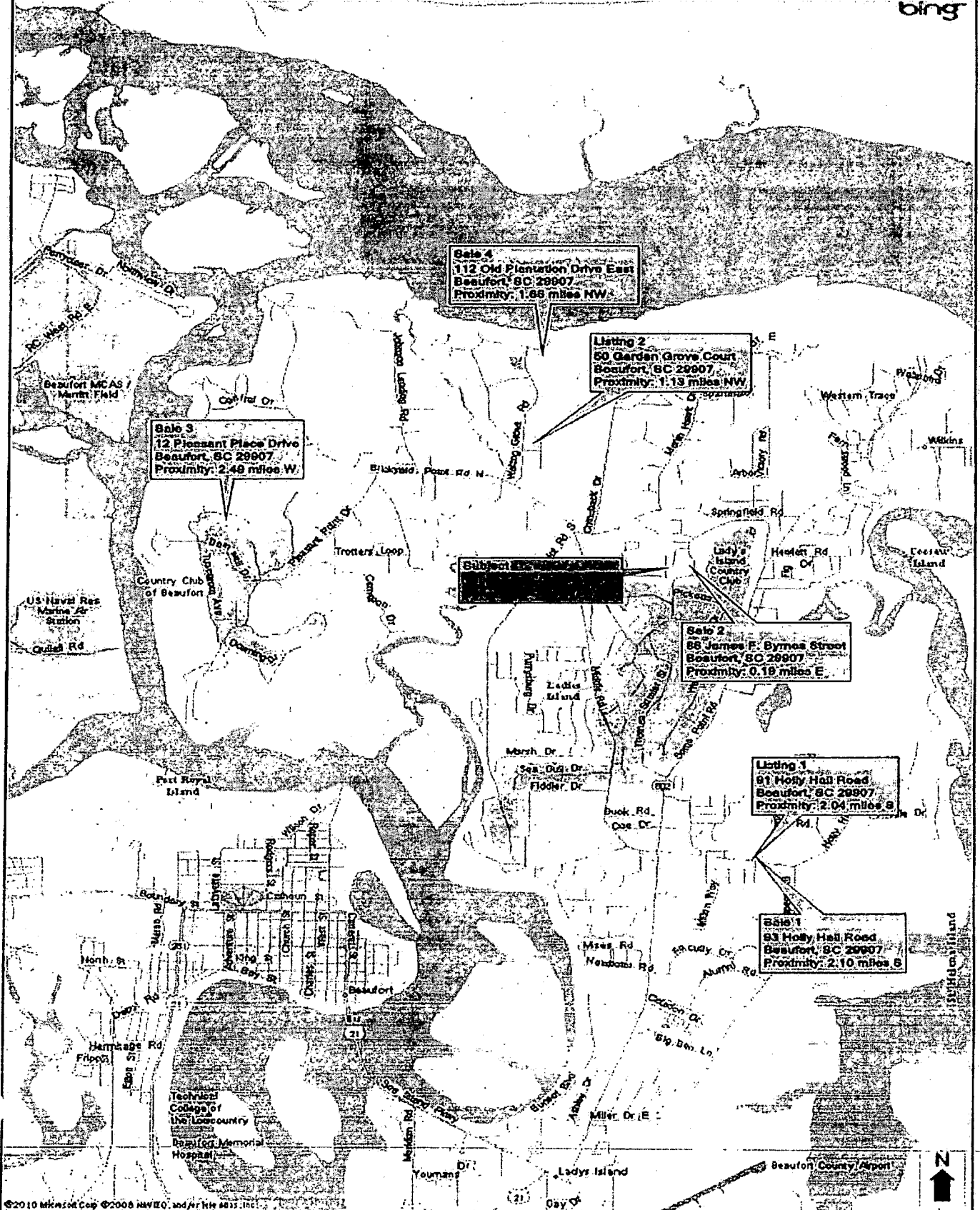
LOCATION MAP

Borrower or Owner: Deborah L. & Jaime R. Hamner
Property Address: 10 Meredith Lane
City: Beaufort County: Beaufort State: SC Zip Code: 29907-1935
Client: South Carolina Bank & Trust, N.A.



Borrower or Owner	Deborah L. & Jaime R. Hamner		
Property Address	10 Meredith Lane		
City	Beaufort	County	Beaufort
		State	SC
		Zip Code	29907-1935
Client	South Carolina Bank & Trust, N.A.		

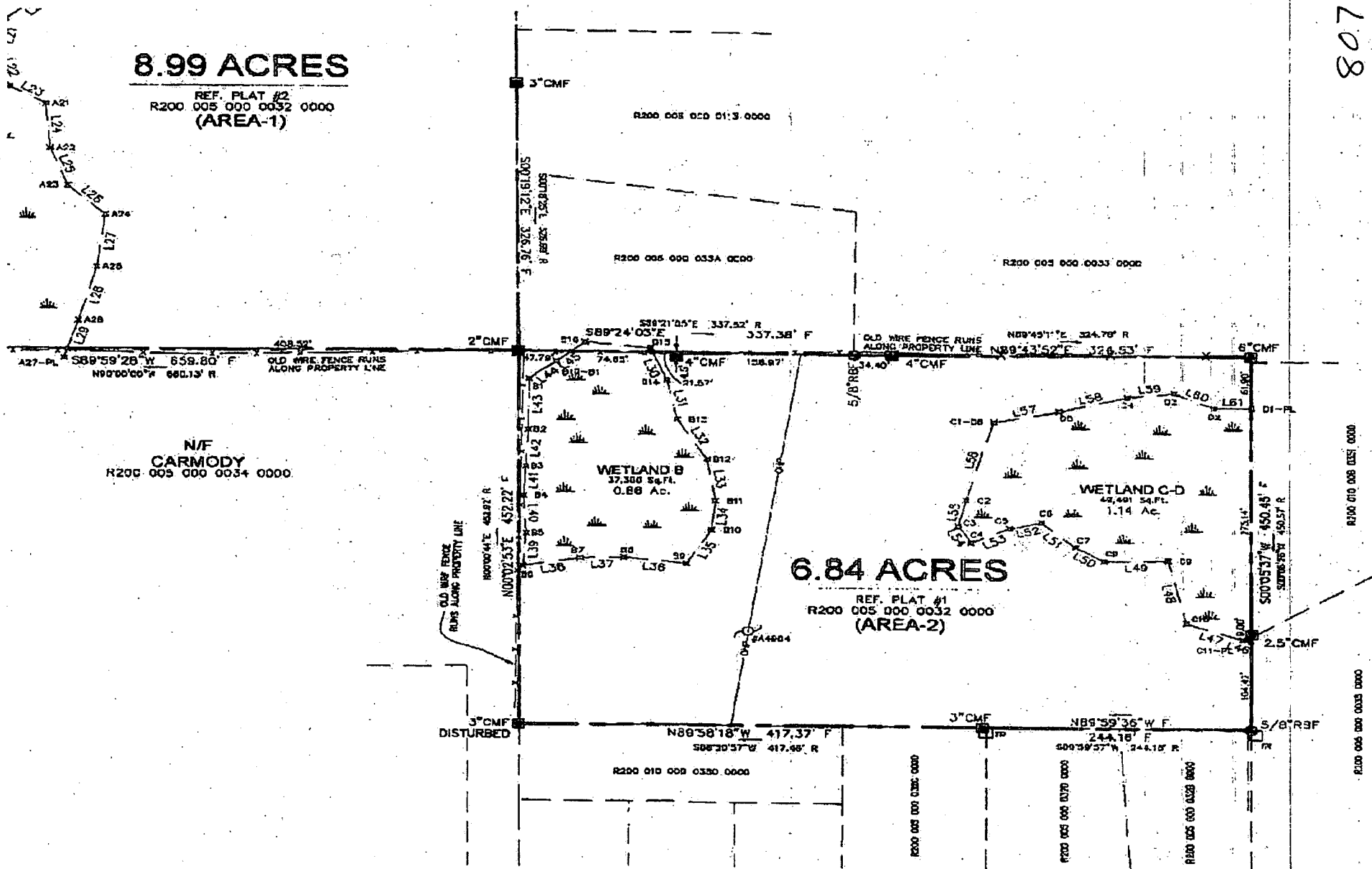
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8.99 ACRES

REF. PLAT #2
R200 005 000 0032 0000
(AREA-1)



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Statement of Credit Denial, Termination, or Change

Borrower(s): Deborah L. Hamner, Jalma R. Hamner

Address: 11 Southern Magnolia Drive
Beaufort, SC 29907

Loan Amount: \$ 319,600.00
Interest Rate: 5.000 %
Term: 360 Months

Part I.

In compliance with Regulation 'B' (Equal Credit Opportunity Act), you are advised that your recent application for an extension or renewal of credit has been declined. The decision to deny your application was based on the following reason(s).

A. Credit

- ☐ No credit file
- ☐ Insufficient credit reference
- ☐ Insufficient credit file
- ☐ Unable to verify credit references
- ☐ Garnishment, attachment, foreclosure, repossession, or suit
- ☐ Excessive obligations
 - ☐ Insufficient income for total obligations
 - ☐ Unacceptable payment record on previous mortgage
- ☐ Delinquent credit obligations
- ☐ Bankruptcy

B. Employment Status

- ☐ Unable to verify employment
- ☐ Length of employment
- ☐ Temporary or irregular employment; insufficient stability of income

C. Income

- ☐ Insufficient income for mortgage payments
- ☐ Unable to verify income

D. Residency

- ☐ Temporary residence
- ☐ Too short a period of residence
- ☐ Unable to verify residence

E. Other

- ☐ Credit application incomplete
- ☒ Inadequate collateral
 - ☐ Unacceptable property
 - ☐ Insufficient data - property
 - ☐ Unacceptable appraisal
 - ☐ Unacceptable leasehold estate
- ☐ We do not grant credit to any applicant on the terms and conditions you have requested.
- ☐
- ☐

Part II.

Disclosure of use of information obtained from an outside source. This section should be completed if the credit decision was based in whole or in part on information that has been obtained from an outside source.

- ☒ Our credit decision was based in whole or part on information obtained in a report from the consumer-reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer-reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency; if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Mortgage Solutions
Address: 6 E Clementon Rd, Ste A-2 Gibbstown, NJ 08026
Telephone number (toll free): 800-333-0037

- ☐ Our credit decision was based in whole or part on information obtained from an outside source other than a consumer-reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

If you have any questions regarding this notice, you should contact:
SCBT; National Association
189 Sea Island Parkway, Lady's Island, SC 29907
643-621-5607

- ☒ Declined due to not be able to obtain a Road Maintenance Agreement for the subject property.

Notice:

The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (providing that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning the creditor is:

Comptroller of the Currency
Customer Assistance Group 1301 McKinney St, Ste 3450 Houston, TX 77010-8050

Should you have any additional information which might assist us in evaluating your creditworthiness, please let us know. Thank you for applying.

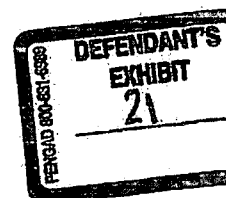
This notification is given by us on behalf of: SCBT; National Association
189 Sea Island Parkway
Lady's Island, SC 29907
800-277-2175

Notice mailed on: 03/10/2010

By: Doug Jacobs



HAMNER



SCB&T38

between, Buyer(s), Richard Poole, (hereinafter called "BUYER"), and Seller(s), Jami Hamner Deborah Hamner, (hereinafter called "SELLER"). The property shall be deeded in the name(s) of: Richard Poole

THE ☐ BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot 15 Block _____ Section _____ Subdivision Magnolia Court
Address 11 Southern Magnolia Dr.
Tax Map # R200 010 00A 0314 City Lady's Island Zip 29907
County of Beaufort, State of South Carolina.

Seller represents that the property is connected to ☒ public sewer system or to ☐ septic tank or to ☐ public water or to ☐ well system or to ☐ other _____

No personal property will convey as a part of this sale, except as described: Shed, All Appliances excluding Washer + Dryer

3. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before Feb. 28th, 2010, not later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. **POSSESSION:** Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

5. **PURCHASE PRICE** shall be \$ 150,000 152,000 RD
One Hundred Fifty-two thousand dollars.

6. **METHOD OF PAYMENT:** Purchase price shall be paid as follows: ☐ Cash; or ☒ Subject to Financing. Financing to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms: _____

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of \$ 500. Buyer and Seller authorize Ken Tootle as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

☒ BUYER ☐ BUYER ☒ SELLER ☐ SELLER HAVE READ THIS PAGE

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PLAINTIFF'S
EXHIBIT

HAMNER

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consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. **Time is of the essence.** Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16.

FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage. VA funding fee ☐ will ☐ will not be added to the mortgage.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.

(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: NA

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan ☐ will ☐ will not be issued at closing. If applicable, the warranty premium will be paid at closing by the ☐ Buyer or ☐ Seller not to exceed \$ _____

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at 5 o'clock P M. on 11/29/10 unless accepted or countered by Seller in written form prior to such time. **Time is of the essence.**

12. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 20 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. **Time is of the essence.**

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorrations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The ☐ Buyer or the ☒ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorrations at closing shall be final.

14. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

☒ BUYER ☐ BUYER ☒ SELLER ☒ SELLER HAVE READ THIS PAGE

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Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) **Seller's Property Condition Disclosure Statement:** (check one)

- ☐ Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).
- ☒ Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by 2/15/10. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied, ☒ The Buyer ☐ The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before 2/15/10. Time is of the essence. If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

☒ BUYER ☐ BUYER ☒ SELLER ☒ SELLER HAVE READ THIS PAGE

and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) Residential Dwellings Built before 1978: (check one of the following)

- ☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on _____. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or
- ☐ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) Megan's Law: The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) Disclaimer: The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. APPRAISED VALUE: (check one)

- ☐ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.
- ☒ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

☒ BUYER ☐ BUYER ☒ SELLER ☒ SELLER HAVE READ THIS PAGE

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property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer. *Seller To Pay 3% To Palmetto Real Estate*

22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☐ Seller's expense.

23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker ☐ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

 BUYER ☐ BUYER  SELLER  SELLER HAVE READ THIS PAGE

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are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

29. CONTINGENCIES: These stipulations shall preempt printed matter herein (attach and reference addendum if necessary) See Addendum "A" Attached.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: J. R. Hamner Date _____ Time _____

WITNESS: _____ Date _____ Time _____

BUYER: Deborah L Hamner Date _____ Time _____

WITNESS: _____ Date _____ Time _____

SELLER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

SELLER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

LISTING AGENT AND COMPANY _____

SELLING AGENT AND COMPANY Shirley Palmetto Real Estate

SELLING AGENT IS PRESENTING THIS OFFER AS A ☒ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT _____

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NEW CONSTRUCTION CONTRACT

1. PARTIES: This legally binding Agreement entered into on Feb 3rd 2010
between, Buyer(s) Jaime + Deborah Hamner (hereinafter called "BUYER"), and
Seller(s) Benjamin Gecy (hereinafter called "SELLER"). The
property shall be deeded in the name(s) of Jaime + Deborah Hamner

THE BUYER SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. CONSTRUCTION OF HOUSE: Subject to terms and conditions herein, Seller shall complete construction of a single-family dwelling and related improvements (hereinafter called "HOUSE") on the property known as:

Lot _____ Block _____ Section _____ Subdivision _____

Address R 200 005 000 0291 0000

Tax Map # 10 Meredith Ln. City Lady's Island Zip 29907

County of Beaufort, State of South Carolina in accordance with the plans and specifications agreed to by Seller and Buyer, and described as follows: (list or describe all site plans, drawings, floor plans, landscape plans, description of materials and specification lists):

Summerbrooke Floor Plan w/ 6 bedroom option + cat
walk. 30" crawl space w/ Fiber cement (Hardi) Siding
See Selection Sheet. Total Sqft Heated = 2,600 +/-
See Floor Plan Attached.
(hereinafter collectively "Plans and Specifications").

- (a) Seller shall construct the House (i) in accordance with the Plans and Specifications; (ii) in compliance with all laws, regulations, codes, and ordinances applicable to the construction of the House; and (iii) in a good and workmanlike manner with new, good quality materials and components.
- (b) Seller shall not make any material deviation or change in the Plans and Specifications without prior written consent of Buyer.

3. COST OF CONSTRUCTION: Seller shall provide and pay for all labor, materials, equipment, tools, clean-up, utilities, transportation, facilities, permits, fees, licenses, and all other costs, charges and expenses whatsoever in connection with or related to the construction of the House. Seller shall pay all costs, and other expenses, of any nature whatsoever, for Seller's construction financing of the House including real estate commissions or fees, if applicable.

4. PURCHASE PRICE shall be \$ 156,900
one hundred fifty six thousand nine hundred 00/100 dollars.

5. METHOD OF PAYMENT: Purchase price shall be paid as follows: [] Cash; or [X] Subject to Financing. Financing to be obtained by [] Conventional [] Seller [] VA [] FHA [] Other terms:

6. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$ _____ Buyer and Seller authorize _____ as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by [] Cash, [] Check, or [] Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

[X] BUYER, [X] BUYER, [] SELLER, [X] SELLER HAVE READ THIS PAGE

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PLAINTIFF'S
EXHIBIT

Hamner

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THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE BROKER HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

7. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum 100% loan (loan-to-value ratio) within consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 23.

FHA Mortgage Insurance [] will [] will not be added to the mortgage. VA funding fee [] will [] will not be added to the mortgage.

8. CONVEYANCE SHALL BE MADE: Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before March 5th, 2010, no later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

9. CLOSING COSTS: Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.

(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: Seller To Pay \$ 3,000 in

Buyer's Closing Costs.

10. HOME PROTECTION PLAN COVERAGE: Both parties understand that a third party home warranty Plan [] will [] will not be issued at closing. If applicable, the warranty premium will be paid at closing by the [] Buyer or [] Seller not to exceed \$.

11. COMPLETION OF CONSTRUCTION: Seller shall diligently pursue the construction of the House, and shall complete construction of the House as a "turn-key" job on or before the closing. If Seller is delayed at any time in the progress of construction by (1) any act or neglect of Buyer, (2) any changes ordered in construction, (3) material shortages, adverse weather conditions, or delays in transportation which were not reasonably anticipated or (4) acts of God, then the time for completion of construction of the House and the closing shall be extended automatically by a reasonable time to account for the delay experienced. Seller shall notify Buyer in writing within ten (10) days after the commencement of the delay; otherwise the right to an extension shall be waived. The construction of the House shall be deemed completed when (i) the House has been completed in accordance with the Plans and Specifications and is broom-clean; and (ii) a certificate of compliance has been issued by the appropriate governmental authority having jurisdiction over the construction of the House. If not closed by , a penalty of \$ per day will be due from Builder.

 BUYER, BUYER, [] SELLER, SELLER HAVE READ THIS PAGE

12. **PURCHASE PRICE AND ALLOWANCES:** The purchase price in Paragraph Four (4) above includes the purchase price of the House and all allowances stated on the reverse side hereof. Whenever the final cost for allowances is more or less than the allowances stated on the reverse side, the difference shall be adjusted between the parties at or prior to closing. *No Allowance.*

13. **INSPECTIONS:** Buyer or Buyer's designated representative may enter and inspect the House at reasonable times and in such manner as not to interfere with the progress of construction for the limited purpose of determining whether the work performed or being performed conforms with the Plans and Specifications and the terms of this offer to purchase. In the event that during construction the Buyer shall reasonably determine that such construction is not proceeding in accordance with this offer to purchase, Buyer shall give written notice to Seller specifying that particular deviation, deficiency, or omission, and the Seller shall forthwith correct such deviation, deficiency, or omission. Buyer's rights under this paragraph shall not release Seller from any of Seller's obligations for the construction of the House in accordance with the Plans and Specifications and this offer.

14. **INSURANCE:** Seller shall purchase and maintain "All Risks" Builders' Risk Insurance coverage, including Theft and Vandalism and Malicious Mischief, upon the House on a "Completed Value" basis, while the House is in the course of construction. "Completed Value" shall mean the full value of the House as of the date that all construction is completed, including the Seller's total cost plus profit, but excluding the cost of land. In the event that construction is fully completed prior to sale of the Property, Seller shall purchase and maintain Permanent "All Risks" Property Insurance coverage on the House, including Theft and Vandalism and Malicious Mischief on a "Replacement Cost" basis. "Replacement Cost" shall mean the full cost of replacement of structure or structures at the same site with new material of like kind and quality without deduction for depreciation.

In addition, Seller shall purchase and maintain Third Party Liability Insurance coverage on the premises of the Property during the course of construction and after construction is completed. Seller shall assume the obligation and cost of restoring, rebuilding, repairing, and replacing the House. Such risk of loss or damage assumed by Seller shall continue until the closing in accordance with the terms of this offer.

15. **CHANGE ORDERS:** The Buyer, without invalidating this offer, may order changes in the construction of the House within the general scope of the Plans and Specifications, consisting of additions, deletions, or other revisions, and the purchase price and closing shall be adjusted accordingly. All such changes shall be made only by a change order which shall be in writing and signed by both Buyer and Seller. *No Change orders \$200 penalty plus 20%.*

16. **WARRANTIES: LIMITED WARRANTY OF CONSTRUCTION.** Unless otherwise provided for herein, Seller hereby warrants that for a period of one (1) year from the date of closing or the date Buyer occupies the House, whichever comes first, Seller will make all necessary repairs and corrections to the House, either interior or exterior, structural or nonstructural, that shall become necessary by reason of faulty construction, labor or materials or non-conformity of construction to the Plans and Specifications. At Seller's sole option, Seller may either (1) make such repairs or corrections, (2) replace any faulty or non-conforming item or condition or (3) pay to Buyer the reasonable cost of such repair, correction, or replacement. This limited warranty: (1) is for the benefit of Buyer only and may not be assigned nor shall it inure to the benefit of any other person or entity; (2) shall survive closing and the delivery of the deed; and (3) is in lieu of all other warranties, oral or written, express or implied, except such other express written warranties as Seller may provide to Buyer and the warranties described below.

WARRANTIES OF COMPONENTS: Seller shall assign and deliver to Buyer at closing all guarantees and warranties of all components comprising the House to the extent the same are assignable. Buyer shall be responsible for compliance with any notice and claim procedures set forth therein.

17. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the House; (2) Give no warranty, express or implied, as to the habitability or workmanlike service of the House and any implied warranty hereby disclaimed; (3) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the House, and (b) the accuracy of the published square footage of the property; (4) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer. *No Agents*

18. SCHEDULE OF ALLOWANCES

NOTE: Reference should be made to the Plan and Specifications for a more detailed description of the items and allowances and where the items are to be located. The amount of the allowance indicated below includes the labor and materials to install them unless otherwise indicated.

[Signature] BUYER, *[Signature]* BUYER, ☐ SELLER, *[Signature]* SELLER HAVE READ THIS PAGE

ITEM		AMOUNT OF ALLOWANCE
1.	Wallpaper:	
	A. Kitchen	\$ _____ per roll
	B. Bathrooms	\$ _____ per roll
	C. Other _____	\$ _____ per roll
2.	Carpet and Pad	\$ _____ per sq. yd.
3.	Marble or Ceramic tile	\$ _____ per sq. ft.
4.	Vinyl floor covering	\$ _____ per sq. yd.
5.	Light fixtures (includes fixtures, bulbs, spots, floods, door chimes, and recessed fixtures)	\$ _____
6.	Hardware for doors	\$ _____
7.	Cabinets:	
	A. Kitchen	\$ _____
	B. Bathrooms	\$ _____
	C. Other _____	\$ _____
8.	Paneled walls	\$ _____ per 4x8 sheet
9.	Appliances:	
	A. Stove	\$ _____
	B. Refrigerator	\$ _____
	C. Dishwasher	\$ _____
	D. Disposal	\$ _____
	E. _____	\$ _____
	F. _____	\$ _____
	G. _____	\$ _____
10.	Bathrooms	
	A. Mirrors and Medicine Cabinets	\$ _____
	B. Accessories (such as paper and towel bars)	\$ _____
11.	Ceiling Fan(s)	\$ _____
12.	Landscaping to include trees and shrubs	\$ _____
13.	Other: <u>(Attach addendum if necessary)</u>	\$ _____

18. MEDIATION CLAUSE. Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

2 BUYER, 2 BUYER, 1 SELLER, 1 SELLER HAVE READ THIS PAGE

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19. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

20. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

22. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 30 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

23. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 24), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

24. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

25. **Megan's Law:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

26. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

27. **CONTINGENCIES:** These stipulations shall preempt printed matter herein (attach and reference addendum if necessary) Contingent upon Builder Pricing 10x22' Slab + 30' crawl space. Price for slab will be adjusted and added to contract price on page 1. Contingent Upon Sale of 11 S. Magnolia Dr.
Crawl space Option + Add On will be paid to Ben Geary after closing of 11 S. Magnolia in full. Buyer to approve + sign Addendum for
BUYER, Ben Geary BUYER, [] SELLER, [] SELLER HAVE READ THIS PAGE Price.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: [Signature] Date 3 FEB 2010 Time _____

WITNESS: _____ Date _____ Time _____

BUYER: Deborah L Hamner Date 3 FEB 2010 Time _____

WITNESS: _____ Date _____ Time _____

SELLER: [Signature] Date _____ Time _____

WITNESS: _____ Date _____ Time _____

SELLER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

LISTING AGENT AND COMPANY _____

SELLING AGENT AND COMPANY _____

SELLING AGENT IS PRESENTING THIS OFFER AS A ☒ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT _____

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[Signature] BUYER, [Signature] BUYER, ☐ SELLER, ☐ SELLER HAVE READ THIS PAGE

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**AGREEMENT TO BUY AND SELL REAL ESTATE
(FOR GENERAL USE AND LOTS/ACREAGE)**

1. **PARTIES:** This legally binding Agreement into on Feb 3rd 20 10
between, Buyer(s) Jaime + Deborah Hamner, (hereinafter called "BUYER"), and
Seller(s) Benjamin Gecy, (hereinafter called "SELLER"). The
property shall be deeded in the name(s) of Jaime + Deborah Hamner

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot _____ Block _____ Section _____ Subdivision N/A

Address 10 Meredith Ln

Tax Map # R200 005 000 0291 0000 City Ladys Island Zip 29907

County of Beaufort, State of South Carolina.

3. **PURCHASE PRICE** shall be \$ 150,000⁰⁰
One Hundred Fifty thousand dollars.

4. **METHOD OF PAYMENT:** Purchase price shall be paid as follows: ☐ Cash; or ☒ Subject to Financing. Financing to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms: _____

5. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of \$ 2,000⁰⁰
Buyer and Seller authorize Benjamin Gecy, as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE BROKER HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

6. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum _____% loan (loan-to-value ratio) within _____ days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within _____ days. Time is of the essence. The written loan approval shall contain no stipulations, and shall be subject only to the provisions of Paragraph 20 of this agreement. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above conditions, Buyer shall be in default of this agreement subject to the terms of paragraph 18.
FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage. VA funding fee ☐ will ☐ will not be added to the mortgage.

7. **WELL, SEPTIC TANK, SEWER AVAILABILITY:** It shall be the responsibility of the Buyer to obtain approval from the South Carolina Department of Health and Environmental Control or other proper South Carolina authority prior to closing in the event a well and/or septic tank is needed to be placed on the property.

☒ BUYER ☒ BUYER ☐ SELLER ☒ SELLER HAVE READ THIS PAGE

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**PLAINTIFF'S
EXHIBIT**

Hamner

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306,900.00
for 16
contracts.

In the event that the Buyer applies for well or septic tank approval and DHEC or other proper authority denies approval or issues a preliminary opinion showing that the property is not suitable for the installation of a well and/or a conventional septic system suitable for the Buyer's intended home or other structure, then in such event, the Buyer may elect to rescind this Agreement and receive a refund of the earnest money deposit. If the property is capable of being connected to a water and/or sewerage line maintained by a private or public utility for a normal tap fee and at a cost to complete tap not to exceed \$_____, then in such event, the Buyer shall contract such authority to obtain confirmation that the subject property is properly tapped for water and sewer system or may be tapped into the water and sewerage system.

Seller represents that the property is connected to ☐ public sewer system or to ☒ septic tank or to ☒ public water or to ☐ well system or to ☐ other _____

8. **SURVEY:** Upon the acceptance of this offer, the property shall be surveyed by a licensed surveyor at the expense of the ☐ BUYER ☐ SELLER. The surveyor shall set and flag all property pins, showing encroachments and easements. Property must be _____ x _____ or having at least 6.88 acres. The survey to be approved in writing by Buyer prior to closing. The purchase price is based upon \$_____ per _____ (acre, sq. ft., or front ft.) and shall be adjusted in accordance with the area set forth in such a survey, if applicable.

9. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before March 5th, 2010, no later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

10. **POSSESSION:** Possession of said property will be given to Buyer on the day of closing. Seller agrees to deliver property free of debris and in a clean condition. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

11. **CONDITION OF PROPERTY:** The Seller shall not remove any timber, dirt, minerals or otherwise affect the condition of the property after the signing of this Agreement. All timber, dirt, minerals, etc., shall remain with the property and be a part of the property and be transferred to the Buyer. The Seller shall not bring any trash, refuse, debris, medical or hazardous waste, or other improper materials upon the property. In the event any condemnation proceeding is brought by any governmental authority, agency, utility, etc., prior to the closing, then the Buyer may elect to rescind the agreement.

12. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at _____ o'clock _____ M on _____, 20____ unless countered or accepted by Seller in written form prior to such time. Time is of the essence.

13. **SPECIAL STIPULATIONS/CONTINGENCIES:** The following stipulations concerning zoning, restrictions, and easements affecting desired use, drainage, hazardous waste, availability of water and sewer, soil test, wetlands study, subordination, lot releases, etc., should be included here. If conflicting with printed matter, the following stipulations shall control: (See addendum if applicable)
Contingencies: Satisfactory Septic Approval from DHEC

14. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER IS TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

15. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

16. **ROLLBACK TAXES (IF ANY):** When rollback taxes are subsequently determined and billed to the Buyer, the Seller and Buyer agree that the rollback taxes shall be paid by ☐ Buyer or ☒ Seller.
☒ BUYER ☒ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

17. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

18. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 19), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

19. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

20. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

21. **APPRAISED VALUE:** The lot or parcel with building and improvements thereon, if any, must appraise, according to the lender's appraisal or other appraisal as agreed, for the selling price or more or the Seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at appraised value, the Buyer shall have the option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation.

22. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL PROTECTION MATTERS:** All reports and certifications called for by the lending agencies and any governmental body, by the Buyer concerning any special study area, wetlands or for any environmental protection matter shall be at the expense of the _____. In the event such studies are wanted or required, the studies must be furnished by the proper parties within _____ days of complete execution of the agreement. The Buyer and Seller must have access to all studies within five (5) days of receipt of the studies. If Buyer fails to meet these deadlines, Buyer is deemed to have waived any and all rights under this paragraph. If the Buyer is not satisfied with the results, the Seller shall have the option of correcting the problem. If the Seller elects not to correct the problem, the Buyer's obligations under this Agreement terminate. *Seller To Provide Army Corps Letter*

23. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☐ Seller's expense.

24. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property; and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer. *No Agents*

25. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud.

[Signature] BUYER *[Signature]* BUYER ☒ SELLER ☐ SELLER HAVE READ THIS PAGE

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Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

26. ENTIRE BINDING AGREEMENT: This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

27. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

28. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

29. EXTENSION AGREEMENT: If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 30 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

30. CONTINGENCIES: These stipulations shall preempt printed matter herein: (attach & reference addendum if necessary)



BUYER ☒ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

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THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: [Signature]

Date 3 FEB 2010

Time _____

WITNESS: _____

Date _____

Time _____

BUYER: Deborah Hamner

Date 3 FEB 2010

Time _____

WITNESS: _____

Date _____

Time _____

SELLER: [Signature]

Date _____

Time _____

WITNESS: _____

Date _____

Time _____

SELLER: _____

Date _____

Time _____

WITNESS: _____

Date _____

Time _____

LISTING AGENT AND COMPANY _____

SELLING AGENT AND COMPANY _____

SELLING AGENT IS PRESENTING THIS OFFER AS A ☐ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT _____

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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ADDENDUM

In reference to ☒ AGREEMENT TO BUY AND SELL REAL ESTATE, ☐ RESIDENTIAL RENTAL AGREEMENT, ☐ COUNTER OFFER, ☐ OTHER _____ covering the ☐ real property, ☐ business, ☐ premises—commonly known as:

Lot _____ Block _____ Section _____ Subdivision _____

Address: 10 Meredith Lane (6.88 acres)

Tax Map # R200 005 000 0291 0000 City Lady's Island Zip 29907

County of Beaufort State of South Carolina.

The undersigned Parties hereby agree as follows: Buyer agrees to pay out of pocket total amount to elevate Summerbrooke floor plan to crawl space. Total amount of \$12,400 will be paid on 3/4/2010. This amount will not be added to purchase price

Deposit Paid in full 3/5/10 10:45AM Self 3/5/10

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: [Signature]

Date: 3/5/10

Time: 1045

WITNESS: [Signature]

Date: 3/5/10

Time: _____

BUYER: Deborah L. Hamm

Date: 3/5/10

Time: _____

WITNESS: [Signature]

Date: 3/5/10

Time: _____

SELLER: [Signature]

Date: 3/2/10

Time: 5:05 PM

WITNESS: [Signature]

Date: 3/5/10

Time: _____

SELLER: _____

Date: _____

Time: _____

WITNESS: _____

Date: _____

Time: _____

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.



NEW CONSTRUCTION CONTRACT

1. PARTIES: This legally binding Agreement entered into on Feb 3rd 20 10
between Buyer(s) Jaimie + Deborah Hammer (hereinafter called "BUYER"), and
Seller(s) Benjamin Gecy (hereinafter called "SELLER"). The
property shall be deeded in the name(s) of Jaimie + Deborah Hammer

THE BUYER, SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. CONSTRUCTION OF HOUSE: Subject to terms and conditions herein, Seller shall complete construction of a single-family dwelling and related improvements (hereinafter called "HOUSE") on the property known as:

Lot _____ Block _____ Section _____ Subdivision _____

Address R 200 005 000 0291 0000

Tax Map # 10 Meredith Ln. City Locky's Island Zip 29907

County of Beaufort State of South Carolina in accordance with the plans and specifications agreed to by Seller and Buyer, and described as follows: (list or describe all site plans, drawings, floor plans, landscape plans, description of materials and specification lists):

Summerbrooke Floor Plan w/ 6 bedroom option + cat
walk. 30" crawl space w/ Fiber cement (Hardi) Siding
See Selection Sheet. Total Sqft Heated = 2,600 +/-
See Floor Plan Attached.
(hereinafter collectively "Plans and Specifications").

- (a) Seller shall construct the House (i) in accordance with the Plans and Specifications; (ii) in compliance with all laws, regulations, codes, and ordinances applicable to the construction of the House; and (iii) in a good and workmanlike manner with new, good quality materials and components.
- (b) Seller shall not make any material deviation or change in the Plans and Specifications without prior written consent of Buyer.

3. COST OF CONSTRUCTION: Seller shall provide and pay for all labor, materials, equipment, tools, clean-up, utilities, transportation, facilities, permits, fees, licenses, and all other costs, charges and expenses whatsoever in connection with or related to the construction of the House. Seller shall pay all costs, and other expenses, of any nature whatsoever, for Seller's construction financing of the House including real estate commissions or fees, if applicable.

4. PURCHASE PRICE shall be \$ 156,900
one hundred fifty six thousand nine hundred x 100 dollars.

5. METHOD OF PAYMENT: Purchase price shall be paid as follows: ☐ Cash; or ☒ Subject to Financing. Financing to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms: _____

6. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$ _____
Buyer and Seller authorize _____ as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☐ Check, or ☐ Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

[Signature] BUYER, [Signature] BUYER, [Signature] SELLER, [Signature] SELLER HAVE READ THIS PAGE

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PLAINTIFF'S
EXHIBIT

10
HAMMER

DEFENDANT'S
EXHIBIT

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THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE BROKER HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

7. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum 100% loan (loan-to-value ratio) within _____ consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within _____ consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 23. FHA Mortgage Insurance [] will [] will not be added to the mortgage. VA funding fee [] will [] will not be added to the mortgage.

8. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before March 5th, 2010, no later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.
(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: Seller To Pay \$ 3,000 in

Buyer's Closing Costs.

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan [] will [] will not be issued at closing. If applicable, the warranty premium will be paid at closing by the [] Buyer or [] Seller not to exceed \$ _____.

11. **COMPLETION OF CONSTRUCTION:** Seller shall diligently pursue the construction of the House, and shall complete construction of the House as a "turn-key" job on or before the closing. If Seller is delayed at any time in the progress of construction by (1) any act or neglect of Buyer, (2) any changes ordered in construction, (3) material shortages, adverse weather conditions, or delays in transportation which were not reasonably anticipated or (4) acts of God, then the time for completion of construction of the House and the closing shall be extended automatically by a reasonable time to account for the delay experienced. Seller shall notify Buyer in writing within ten (10) days after the commencement of the delay; otherwise the right to an extension shall be waived. The construction of the House shall be deemed completed when (i) the House has been completed in accordance with the Plans and Specifications and is broom-clean; and (ii) a certificate of compliance has been issued by the appropriate governmental authority having jurisdiction over the construction of the House. If not closed by _____, a penalty of \$ _____ per day will be due from Builder.

g BUYER, h BUYER, [] SELLER, h SELLER HAVE READ THIS PAGE

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12. **PURCHASE PRICE AND ALLOWANCES:** The purchase price in Paragraph Four (4) above includes the purchase price of the House and all allowances stated on the reverse side hereof. Whenever the final cost for allowances is more or less than the allowances stated on the reverse side, the difference shall be adjusted between the parties at or prior to closing. *No Allowance*

13. **INSPECTIONS:** Buyer or Buyer's designated representative may enter and inspect the House at reasonable times and in such manner as not to interfere with the progress of construction for the limited purpose of determining whether the work performed or being performed conforms with the Plans and Specifications and the terms of this offer to purchase. In the event that during construction the Buyer shall reasonably determine that such construction is not proceeding in accordance with this offer to purchase, Buyer shall give written notice to Seller specifying that particular deviation, deficiency, or omission, and the Seller shall forthwith correct such deviation, deficiency, or omission. Buyer's rights under this paragraph shall not release Seller from any of Seller's obligations for the construction of the House in accordance with the Plans and Specifications and this offer.

14. **INSURANCE:** Seller shall purchase and maintain "All Risks" Builders' Risk Insurance coverage, including Theft and Vandalism and Malicious Mischief, upon the House on a "Completed Value" basis, while the House is in the course of construction. "Completed Value" shall mean the full value of the House as of the date that all construction is completed, including the Seller's total cost plus profit, but excluding the cost of land. In the event that construction is fully completed prior to sale of the Property, Seller shall purchase and maintain Permanent "All Risks" Property Insurance coverage on the House, including Theft and Vandalism and Malicious Mischief, on a "Replacement Cost" basis. "Replacement Cost" shall mean the full cost of replacement of structure or structures at the same site with new material of like kind and quality without deduction for depreciation.

In addition, Seller shall purchase and maintain Third Party Liability Insurance coverage on the premises of the Property during the course of construction and after construction is completed. Seller shall assume the obligation and cost of restoring, rebuilding, repairing, and replacing the House. Such risk of loss or damage assumed by Seller shall continue until the closing in accordance with the terms of this offer.

15. **CHANGE ORDERS:** The Buyer, without invalidating this offer, may order changes in the construction of the House within the general scope of the Plans and Specifications, consisting of additions, deletions, or other revisions, and the purchase price and closing shall be adjusted accordingly. All such changes shall be made only by a change order which shall be in writing and signed by both Buyer and Seller. *No Change Orders \$200 penalty plus 20%*

16. **WARRANTIES: LIMITED WARRANTY OF CONSTRUCTION.** Unless otherwise provided for herein, Seller hereby warrants that for a period of one (1) year from the date of closing or the date Buyer occupies the House, whichever comes first, Seller will make all necessary repairs and corrections to the House, either interior or exterior, structural or nonstructural, that shall become necessary by reason of faulty construction, labor or materials or non-conformity of construction to the Plans and Specifications. At Seller's sole option, Seller may either (1) make such repairs or corrections, (2) replace any faulty or non-conforming item or condition or (3) pay to Buyer the reasonable cost of such repair, correction, or replacement. This limited warranty: (1) is for the benefit of Buyer only and may not be assigned nor shall it inure to the benefit of any other person or entity; (2) shall survive closing and the delivery of the deed; and (3) is in lieu of all other warranties, oral or written, express or implied, except such other express written warranties as Seller may provide to Buyer and the warranties described below.

WARRANTIES OF COMPONENTS. Seller shall assign and deliver to Buyer at closing all guarantees and warranties of all components comprising the House to the extent the same are assignable. Buyer shall be responsible for compliance with any notice and claim procedures set forth therein.

17. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the House; (2) Give no warranty, express or implied, as to the habitability or workmanlike service of the House and any implied warranty hereby disclaimed; (3) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the House, and (b) the accuracy of the published square footage of the property; (4) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer. *No Agents*

18. **SCHEDULE OF ALLOWANCES**

NOTE: Reference should be made to the Plan and Specifications for a more detailed description of the items and allowances and where the items are to be located. The amount of the allowance indicated below includes the labor and materials to install them unless otherwise indicated.

[Signature] BUYER, *[Signature]* BUYER, ☐ SELLER, *[Signature]* SELLER HAVE READ THIS PAGE

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	ITEM	AMOUNT OF ALLOWANCE
1.	Wallpaper:	\$ _____ per roll
	A. Kitchen	\$ _____ per roll
	B. Bathrooms	\$ _____ per roll
	C. Other _____	\$ _____ per roll
2.	Carpet and Pad	\$ _____ per sq. yd.
3.	Marble or Ceramic tile	\$ _____ per sq. ft.
4.	Vinyl/floor covering	\$ _____ per sq. yd.
5.	Light fixtures (includes fixtures, bulbs, spots, floods, door chimes, and recessed fixtures)	\$ _____
6.	Hardware for doors	\$ _____
7.	Cabinets:	\$ _____
	A. Kitchen	\$ _____
	B. Bathrooms	\$ _____
	C. Other _____	\$ _____
8.	Paneled walls	\$ _____ per 4x8 sheet
9.	Appliances	\$ _____
	A. Stove	\$ _____
	B. Refrigerator	\$ _____
	C. Dishwasher	\$ _____
	D. Disposal	\$ _____
	E. _____	\$ _____
	F. _____	\$ _____
	G. _____	\$ _____
10.	Bathrooms	\$ _____
	A. Mirrors and Medicine Cabinets	\$ _____
	B. Accessories (such as paper and towel bars)	\$ _____
11.	Ceiling Fan(s)	\$ _____
12.	Landscaping to include trees and shrubs	\$ _____
13.	Other: (Attach addendum if necessary)	\$ _____

18. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

 2 BUYER, 2 BUYER, 1 SELLER, 2 SELLER HAVE READ THIS PAGE

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19. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

20. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

22. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 30 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

23. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 24), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

24. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

25. **Megan's Law:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

26. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

27. **CONTINGENCIES:** These stipulations shall preempt printed matter herein (attach and reference addendum if necessary): Contingent upon Builder Pricing 10 x 22' slab
+ 30' crawl space. Price for slab will be adjusted and added
to contract price on page 1. Contingent Upon Sale at 11 S. Magnolia Dr.
Crawl Space Option + Add On will be paid to Ben Gray after
closing of 11 S. Magnolia in full. Buyer to approve + sign Addendum for

BUYER, [] BUYER, [] SELLER, [] SELLER HAVE READ THIS PAGE

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Gecy00150

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: [Signature] Date 3 FEB 2010 Time _____
WITNESS: _____ Date _____ Time _____
BUYER: Deborah L Hamner Date 3 FEB 2010 Time _____
WITNESS: _____ Date _____ Time _____
SELLER: [Signature] Date _____ Time _____
WITNESS: _____ Date _____ Time _____
SELLER: _____ Date _____ Time _____
WITNESS: _____ Date _____ Time _____

LISTING AGENT AND COMPANY _____
SELLING AGENT AND COMPANY _____
SELLING AGENT IS PRESENTING THIS OFFER AS A [AL] BUYER'S AGENT OR [PA] SUBAGENT OF THE SELLER.
ESCROW AGENT ACKNOWLEDGMENT _____

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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[Signature] BUYER, [Signature] BUYER, [] SELLER, [] SELLER HAVE READ THIS PAGE

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Gecy00151



AGREEMENT TO BUY AND SELL REAL ESTATE
(FOR GENERAL USE AND LOTS/ACREAGE)

1. PARTIES: This legally binding Agreement into on Feb. 3rd 20 10
between, Buyer(s) Taime + Deborah Hamner (hereinafter called "BUYER"), and
Seller(s) Benjamin Gecy (hereinafter called "SELLER"). The
property shall be deeded in the name(s) of Taime + Deborah Hamner

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot _____ Block _____ Section _____ Subdivision N/A
Address 10 Meredith Ln
Tax Map # R200 005 000 0291 0000 City Ladys Island Zip 29907
County of Beaufort State of South Carolina.

3. PURCHASE PRICE shall be \$ 150,000⁰⁰
One Hundred Fifty thousand dollars.

4. METHOD OF PAYMENT: Purchase price shall be paid as follows: ☐ Cash; or ☒ Subject to Financing. Financing to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms:

5. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$ 2,000⁰⁰
Buyer and Seller authorize Benjamin Gecy as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE BROKER HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

6. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum _____% loan (loan-to-value ratio) within _____ days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within _____ days. Time is of the essence. The written loan approval shall contain no stipulations, and shall be subject only to the provisions of Paragraph 20 of this agreement. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above conditions, Buyer shall be in default of this agreement subject to the terms of paragraph 18.
FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage. VA funding fee ☐ will ☐ will not be added to the mortgage.

7. WELL, SEPTIC TANK, SEWER AVAILABILITY: It shall be the responsibility of the Buyer to obtain approval from the South Carolina Department of Health and Environmental Control or other proper South Carolina authority prior to closing in the event a well and/or septic tank is needed to be placed on the property.

JK BUYER ☒ BUYER ☐ SELLER ☒ SELLER HAVE READ THIS PAGE

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PAGE 1 OF 6

PLAINTIFF'S
EXHIBIT

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HAMNER

DEFENDANT'S
EXHIBIT
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Gecy00152

306,900.00
for contracts

In the event that the Buyer applies for well or septic tank approval and DHEC or other proper authority denies approval or issues a preliminary opinion showing that the property is not suitable for the installation of a well and/or a conventional septic system suitable for the Buyer's intended home or other structure, then in such event, the Buyer may elect to rescind this Agreement and receive a refund of the earnest money deposit. If the property is capable of being connected to a water and/or sewerage line maintained by a private or public utility for a normal tap fee and at a cost to complete tap not to exceed \$ _____, then in such event, the Buyer shall contract such authority to obtain confirmation that the subject property is properly tapped for water and sewer system or may be tapped into the water and sewerage system.

Seller represents that the property is connected to ☐ public sewer system or to ☒ septic tank or to ☒ public water or to ☐ well system or to ☐ other _____

8. **SURVEY:** Upon the acceptance of this offer, the property shall be surveyed by a licensed surveyor at the expense of the ☐ BUYER ☐ SELLER. The surveyor shall set and flag all property pins, showing encroachments and easements. Property must be _____ x _____ or having at least 6.88 acres. The survey to be approved in writing by Buyer prior to closing. The purchase price is based upon \$ _____ per _____ (acre, sq. ft., or front ft.) and shall be adjusted in accordance with the area set forth in such a survey, if applicable.

9. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed. If applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before March 5th, 2010, no later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

10. **POSSESSION:** Possession of said property will be given to Buyer on the day of closing. Seller agrees to deliver property free of debris and in a clean condition. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

11. **CONDITION OF PROPERTY:** The Seller shall not remove any timber, dirt, minerals or otherwise affect the condition of the property after the signing of this Agreement. All timber, dirt, minerals, etc., shall remain with the property and be a part of the property and be transferred to the Buyer. The Seller shall not bring any trash, refuse, debris, medical or hazardous waste, or other improper materials upon the property. In the event any condemnation proceeding is brought by any governmental authority, agency, utility, etc., prior to the closing, then the Buyer may elect to rescind the agreement.

12. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at _____ o'clock _____ M on _____, 20____ unless countered or accepted by Seller in written form prior to such time. Time is of the essence.

13. **SPECIAL STIPULATIONS/CONTINGENCIES:** The following stipulations concerning zoning, restrictions, and easements affecting desired use, drainage, hazardous waste, availability of water and sewer, soil test, wetlands study, subordination, lot releases, etc., should be included here. If conflicting with printed matter, the following stipulations shall control: (See addendum if applicable)
Contingencies: Satisfactory Septic Approval from DHEC

14. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax proration pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER IS TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

15. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

16. **ROLLBACK TAXES (IF ANY):** When rollback taxes are subsequently determined and billed to the Buyer, the Seller and Buyer agree that the rollback taxes shall be paid by ☐ Buyer or ☒ Seller.
☒ BUYER ☒ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

17. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

18. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 19), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

19. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

20. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

21. **APPRAISED VALUE:** The lot or parcel with building and improvements thereon, if any, must appraise, according to the lender's appraisal or other appraisal as agreed, for the selling price or more or the Seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at appraised value, the Buyer shall have the option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation.

22. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL PROTECTION MATTERS:** All reports and certifications called for by the lending agencies and any governmental body, by the Buyer concerning any special study area, wetlands or for any environmental protection matter shall be at the expense of the _____. In the event such studies are wanted or required, the studies must be furnished by the proper parties within _____ days of complete execution of the agreement. The Buyer and Seller must have access to all studies within five (5) days of receipt of the studies. If Buyer fails to meet these deadlines, Buyer is deemed to have waived any and all rights under this paragraph. If the Buyer is not satisfied with the results, the Seller shall have the option of correcting the problem. If the Seller elects not to correct the problem, the Buyer's obligations under this Agreement terminate. *Seller To Provide Army Corps Letter*

23. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☐ Seller's expense.

24. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer. *No Agents*

25. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud.

☒ BUYER ☒ BUYER ☒ SELLER ☐ SELLER HAVE READ THIS PAGE

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Gecy00154

Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a Interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

26. ENTIRE BINDING AGREEMENT: This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

27. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

28. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

29. EXTENSION AGREEMENT: If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 30 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

30. CONTINGENCIES: These stipulations shall preempt printed matter herein (attach & reference addendum if necessary)

 ☒ BUYER  ☒ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE
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Gecy00155

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: <u>[Signature]</u>	Date <u>3 FEB 2010</u>	Time: _____
WITNESS: _____	Date _____	Time: _____
BUYER: <u>Deborah Hamme</u>	Date <u>3 FEB 2010</u>	Time: _____
WITNESS: _____	Date _____	Time: _____
SELLER: <u>[Signature]</u>	Date _____	Time: _____
WITNESS: _____	Date _____	Time: _____
SELLER: _____	Date _____	Time: _____
WITNESS: _____	Date _____	Time: _____

LISTING AGENT AND COMPANY _____

SELLING AGENT AND COMPANY _____

SELLING AGENT IS PRESENTING THIS OFFER AS A ☐ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT _____

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PLAINTIFF'S
EXHIBIT
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HAMNER

FHA/VA Amendatory Clause and Certifications

Check one:

☐ FHA Amendatory Clause

☐ VA Amendatory Clause

This agreement is entered into by
and by

(Seller)

(Buyer)

and is intended to amend and supplement that Contract entitled _____ (Contract)
entered into on the _____ day of _____, _____ herein consideration is stated as
\$ _____ (Purchase Price), for that property commonly known as:

(Property Address)

and which is more fully described in the Contract.

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner or Direct Endorsement Lender/Department of Veterans Affairs or the LAPP underwriter setting forth the appraised value of the property (excluding closing costs) of not less than \$ _____

The purchaser shall have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development/Department of Veterans Affairs will insure/guarantee. HUD/Department of Veterans Affairs and the mortgagee does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

☐ FHA Direct Endorsement/VA Automatic Underwriting

The subject loan may be processed under FHA Direct Endorsement Underwriting or VA Automatic Underwriting. In the event such underwriting is utilized the Seller herein acknowledges that an underwriting fee may be charged to the Seller by the respective lender, in which event the Seller herein agrees to pay said underwriting fee.

☐ Certification of Borrower, Seller, Agent

We, the undersigned seller(s), borrower(s) and real estate agent(s)/broker(s) involved in this loan transaction do certify that the terms of the sales contract are true to the best of our knowledge and belief. All agreements entered into by any of the following parties are fully disclosed and attached to the sales contract.

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

Real Estate Agent/Broker _____ Date _____

Real Estate Agent/Broker _____ Date _____

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010. This form is required by HUD Handbook 4155.1 Rev. 4 paragraph 1.22 for Sales Agreements intended to be financed by an FHA-Insured Mortgage and by VA Lender's Handbook Section 36.4303(j) for Sales Agreements intended to be financed by a VA-guaranteed Mortgage.

FHA AMENDATORY CLAUSE/VA ESCAPE CLAUSE

Loan Number:

Borrower:

Property Address:

I, the undersigned, hereby certify that I did not receive a copy of Form HUD-92800.5B, Conditional Commitment/DE Statement of Appraised Value or VA Certificate of Reasonable Value prior to my signing the sales contract to purchase the property. The sales contract is hereby amended to contain the following provisions.

"It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$
The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

Listing Agent _____ Date _____

Selling Agent _____ Date _____

WARNING: Section 1010 of title 18, U.S.C. provides: "Whoever for purpose of... influencing such Administration... makes, passes, utters, or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000.00 or imprisoned not more than two years or both."



FHA DISCLOSURES
AMENDATORY CLAUSE / REAL ESTATE CERTIFICATION

Buyer(s) _____

Date of Agreement: _____

Seller(s) _____

File No.: _____

Property Address : _____

FHA AMENDATORY CLAUSE

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ _____. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

Borrower

Date

Borrower

Date

Seller

Date

Seller

Date

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

REAL ESTATE CERTIFICATION

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

Borrower

Date

Borrower

Date

Seller

Date

Seller

Date

Listing Agent (as applicable)

Date

Selling Agent (as applicable)

Date

WARNING: Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.

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MIKELL, WEIDNER, WEGMANN, & HARPER

"Protecting You, Your Family, & Your Business"

J. Thomas Mikell
Larry W. Weidner, II (SC & PA)
James J. Wegmann (SC & TX)
Frampton L. Harper, II
Brian R. Murphy

Mailing Address:
Post Office Box 1727
Beaufort, South Carolina 29901

Writer's Information:
Frampton L. Harper, II
harperfl@beaufortlaw.com
Telephone (843) 524-8595
Fax (843) 524-1959

Mikell Office
14 Professional Village Circle
Beaufort, South Carolina 29907

Weidner, Wegmann, Harper Office
6 Professional Village Circle
Beaufort, South Carolina 29907

July 13, 2010

Mr. Benjamin Gecy
1857 Ribaut Road
Port Royal, South Carolina 29935

Re: Jaime Hamner and Deborah Hamner v. Benjamin Gecy

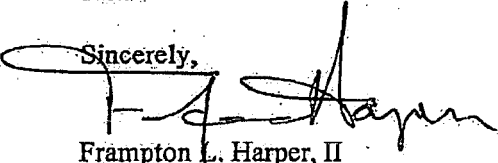
Dear Mr. Gecy:

I have not been contacted by either you or your attorney regarding the above-referenced matter in several weeks. Enclosed please find a Summons and Complaint which I have prepared on behalf of Mr. and Mrs. Hamner.

As set forth in the Complaint, the Contracts provide for reimbursement of attorney's fees and costs. Therefore, the amount of damages incurred by my client continues to increase. It is our sincere hope that this matter can be resolved without the necessity of litigation.

Any offer of settlement you wish to present will be forwarded to my clients and given due consideration. In the event I do not receive a response by July 20, 2010, I have been instructed to proceed with filing suit.

Sincerely,


Frampton L. Harper, II
Attorney at Law

FLHII/cdl
enclosures: as stated

cc: Mr. and Mrs. Jaime Hamner

**PLAINTIFF'S
EXHIBIT**

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HAMNER

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Jaime Hamner and Deborah Hamner

Plaintiffs,

vs.

Benjamin Gecy,

Defendant.

IN THE COURT OF COMMON PLEAS
Case No. 10-CP-07-_____

COMPLAINT
(Jury Trial Demanded)

Plaintiffs, Jaime Hamner and Deborah Hamner ("Hamners"),
complaining of Defendant Benjamin Gecy ("Gecy"), allege the
following:

JURISDICTIONAL MATTERS

1. Gecy is a resident of Beaufort County, South Carolina
engaged in the mortgage financing, real estate marketing,
development, and home construction business in Beaufort County,
South Carolina.

2. The Hamners are residents of Beaufort County, South
Carolina.

3. This action concerns two contracts, to wit: 1) a real
estate sales contract for a lot (Exhibit A attached
hereto), and 2) a new construction contract to build
improvements on that certain lot (Exhibit B attached
herto).

4. Both contracts were executed by the Plaintiffs and
Defendants named herein.

4. This court has jurisdiction over the parties hereto and the subject matter thereof.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract for purchase of Land)

5. During or about January 2010, Hamners negotiated a contract to purchase from Gecy the lot designated at R200 0005 000 0291 000, being approximately 6.88 acres, and bearing the address of 10 Meredith Lane, Beaufort, South Carolina 29907.

6. A material term of the Contract was the financing contingency clause setting forth that the real property would be purchased only in the event a loan was approved by Lender which would provide purchase money funds.

7. The financing contingency was incorporated as a term of the contract executed by the Parties, a copy of the Agreement to Buy and Sell Real Estate is Attachment A hereto.

8. Upon execution by the parties to the contract, Earnest Money in the amount of \$2,000 was paid by Hamners directly to Gecy.

9. At all times pertinent hereto, there was not a valid easement of record providing access to the subject property, said title defect rendering the title defective.

10. Gecy attempted to cure the access problem but failed to timely provide a duly executed road maintenance agreement, said agreement being required by the Lender as a condition for loan approval.

11. Based upon and in reliance upon Gecy's numerous

assurances that a curative Road Maintenance Agreement was going to be procured, Hamners proceeded with preparations to close on the property.

12. Gecy attempted to cure the title defect during a 30 day contract extension period but failed to do so.

13. Gecy represented to Hamners that he had obtained a fully executed road maintenance agreement when, in fact, he had not obtained same.

14. Hamners incurred substantial costs in making application for a loan, but the Lender denied the application because of the lack of a valid, recorded road maintenance agreement.

15. Hamners also were informed by the Lender that the loan for the property was denied due to the appraised value being insufficient.

16. Gecy was informed of the loan denial based on a lack of appraised value.

17. Gecy, upon learning of the lack of appraised value, undertook to obtain an appraisal on his own, said appraisal request by a Seller being a violation of customary lending practices.

18. Subsequent to being informed the loan was not being approved, Gecy has refused to return the earnest money or funds advanced towards anticipated construction.

19. Gecy breached the contract by not obtaining a valid, fully executed Road Maintenance Agreement providing legal access to the property.

844

20. As a result of Gecy's breach, the Hamners have suffered injuries and damages in the amount of \$2,000.00, plus attorneys fees and other costs, recuperable under the contract of sale.

21. Hamners are entitled to judgment against Gecy, in the amount of \$2,000, plus attorneys fees and costs pursuant to the contract.

FOR A SECOND CAUSE OF ACTION
(Breach of New Construction Contract)

22. During or about January 2010, Hamners negotiated with Gecy and entered into a New Construction Contract for certain improvements on The Lot bearing District/Map/Parcel number R200 005 000 0291 0000.

23. A material term of the Contract was the financing contingency clause setting forth that improvements would be made only in the event a 100% loan was approved by Lender.

24. The financing contingency was incorporated as a term of the contract executed by the Parties, a copy of the Agreement to Buy and Sell Real Estate is Attachment B hereto.

25. An Addendum to The New Construction Contract was executed on March 5, 2010 with funds in the amount being advanced to Gecy in the amount of \$12,400, a copy of the Addendum is Attachment C hereto).

26. At all times pertinent hereto, there was not a valid easement of record providing access to the property on which the improvements were to be made, said title defect rendering the

title to the lot defective.

27. Gecy attempted to cure the access problem but failed to timely provide a duly executed road maintenance agreement, said agreement being required by the Lender as a condition for loan approval.

28. Gecy attempted to cure the title defect during a 30 day contract extension period but failed to do so.

29. Gecy represented to Hamners that he had obtained a fully executed road maintenance agreement when, in fact, he had not obtained same.

30. Hamners incurred substantial costs in making application for a new construction loan, but the Lender denied the application because of the lack of a valid, recorded road maintenance agreement.

31. Hamners also were informed by the Lender that the loan for the property was denied due to the appraised value being insufficient.

32. Gecy was informed of the loan denial based on a lack of appraised value.

33. Gecy, upon learning of the lack of appraised value, undertook to obtain an appraisal on his own, said appraisal request by a Seller being a violation of customary lending practices.

34. Subsequent to being informed the loan was not being approved, Gecy has refused to return the construction funds advanced.

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35. Gecy breached the contract by not obtaining a valid, fully executed Road Maintenance Agreement providing legal access to the property.

36. As a result of Gecy's breach, the Hamners have suffered injuries and damages in the amount of \$14,400.00, plus attorneys fees and other costs, recuperable under the contract of sale.

37. Hamners are entitled to judgment against Gecy, in the amount of \$14,400.00, plus attorneys fees and costs pursuant to the New Construction Contract.

FOR A THIRD CAUSE OF ACTION
(Breach of Contracts Accompanied by Fraudulent and Deceptive Acts and Conduct)

38. Hamners repeat, reallege, and incorporate herein by reference all the foregoing allegations hereof.

39. Knowing that the appraisal obtained by the bank at the expense of the Hamners, Gecy, intending to defraud Hamners, obtained an appraisal representing to the Lender that the appraised value met or exceeded the contracts' prices.

40. The representation was false and fraudulent in that the appraisal was provided solely to attempt to cure the financing conditions of the contracts for the benefit of Gecy, said appraisal not accurately reflecting the market value of the property and improvements.

41. Further, the false representation was not only a fraud as to Hamners, but was also a fraud as to the Lender and a violation of applicable criminal statutes.

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42. Gecy's breach of his contracts with Hamners, was accompanied by his fraudulent acts and conduct above-described.

43. On account of Gecy's fraudulent acts and conduct accompanying his breach of the contracts, in addition to actual damages incurred by Hamners as a result of the Gecy's breach of the contract, Hamners are entitled to recover punitive damages in such amount as the jury shall award.

FOR A FOURTH CAUSE OF ACTION
(Constructive Trust/Accounting)

44. Hamners repeat, reallege and incorporate herein by reference all the foregoing allegations hereof.

45. By virtue of the contractS between Hamners and Gecy, Hamners have an interest in the funds paid to Gecy.

46. The funds were obtained by Gecy by his fraudulent acts and conduct, and the funds are being wrongfully retained by Gecy.

47. Upon information and belief, Hamners are entitled to an order (a) imposing a constructive trust on those funds held by the Gecy and/or his attorney, (b) enjoining any further disbursement of the funds and, (c) requiring Gecy to fully account for those funds.

FOR A FIFTH CAUSE OF ACTION
(Conversion)

48. Hamners repeat, reallege and incorporate herein by reference all the foregoing allegations hereof.

49. By virtue of the parties' contract, Hamners are informed and believe that Hamners are due under the terms and conditions of

the contract both earnest money and funds advanced toward construction.

50. Hamners are informed and believe that Gecy falsely, fraudulently, and through perjurious statements to the Hamners converted the Hamners' funds for his own use.

51. Gecy has wrongfully refused to pay the money to the Hamners and wrongfully detained the same.

52. Hamners are informed and believe that Gecy's conversion of the funds was accomplished recklessly and with conscious indifference to Hamners' interests.

53. As a result of the Gecy's conversion of Hamners' funds, in addition to actual damages, Hamners are informed and believe that Hamners are entitled to interest from the date of conversion and is entitled to recover punitive damages in such amount as the jury shall award.

WHEREFORE, the Hamners pray for the judgment, order, and decree of the court providing the following:

a. granting judgment in favor of the Hamners and against Gecy, for actual and punitive damages in such amounts as the jury shall determine, on account of the Gecys' breach of both contracts and fraudulent acts accompanying his breach of both contracts;

b. imposing a constructive trust on the loan funds obtained by Gecy;

d. requiring Gecy to account for the funds received and enjoining Gecy's disbursement of the funds except upon order of the court; plus reasonable attorneys' fees and the costs of this

action and prejudgment interest at the statutory rate as applicable; and

f. providing to the Hamners such other and further relief as the court may determine to be just and proper.

Beaufort, S.C.
June _____, 2007

MIKELL, WEIDNER, WEGMANN AND HARPER, LLC

by: _____
Frampton L. Harper, II
6 Professional Village Circle
Beaufort, SC 29907
(843) 521-0004
Attorney for plaintiff

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3. Responding to the allegations contained in paragraph 3 of the Complaint, the Defendants deny the same and demand strict proof thereof. The Defendants would show unto this Honorable Court that they are both active duty Marines with Mr. Hamner being a citizen and resident of California and Mrs. Hamner being a citizen and resident of Michigan.
4. Responding to the allegations contained in paragraph 4 of the Complaint, the Defendants admit so much of the allegations that allege the Court has jurisdiction over these matters pursuant to Article V of the South Carolina Constitution. As to the remaining allegations, the Defendants deny the same and demand strict proof thereof.
5. Responding to the allegations contained in paragraph 5 of the Complaint, the Defendants admit so much of the allegations that allege venue is proper as it relates to the individual Defendants. As to the remaining allegations of venue relating to the Defendant South Carolina Bank & Trust, the Defendants are without sufficient information to either admit or deny the allegation. To the extent the Court requires an answer, the Defendants deny the same.
6. Responding to the allegations contained in paragraph 6 of the Complaint, the Defendants deny the same and demand strict proof thereof.
7. Responding to the allegations contained in paragraph 7 of the Complaint, the Defendants admit so much of the allegations that allege the Defendants and Gecy had discussion regarding the potential purchase of 7 acres of real property and that Mr. Gecy could potentially build them a home on the same property. As to the remaining allegations, the Defendants deny the same and demand strict proof thereof.

8. Responding to the allegations contained in paragraph 8 of the Complaint, the Defendants are without sufficient information to either admit or deny the allegations. To the extent the Court requires an answer, the Defendants deny the same.
9. Responding to the allegations contained in paragraph 9 of the Complaint, the Defendants admit so much of the allegations that allege Gecy informed the Defendants that he had somebody who had made or was going to make an offer on 3.5 acres; that Gecy could sell the Defendants the remaining 3.5 acres; and that the Defendants informed Gecy that if they were going to purchase the property they wanted to purchase all 7 acres. As to the remaining allegations, the Defendants deny the same and demand strict proof thereof.
10. Responding to the allegations contained in paragraph 10 of the Complaint, the Defendants admit the same.
11. Responding to the allegations contained in paragraph 11 of the Complaint, the Defendants admit the same.
12. Responding to the allegations contained in paragraph 12 of the Complaint, the Defendants admit so much of the allegations that allege Gecy appeared to be acting as Richard Poole's real estate agent during the contracting process between the Defendants and Mr. Poole. As to the remaining allegations, the Defendants deny the same and demand strict proof thereof.
13. Responding to the allegations contained in paragraphs 13 and 14, the Defendants deny the same and demand strict proof thereof.
14. Responding to the allegations contained in paragraph 15 of the Complaint, the Defendants admit so much of the paragraph that they entered into a contract to

purchase property located at 10 Meredith Lane, Beaufort, SC for \$150,000.00. As to the remaining allegations, the Defendants deny the same and demand strict proof thereof.

15. Responding to the allegations contained in paragraph 16 of the Complaint, the Defendants admit the same.
16. Responding to the allegations contained in paragraph 17 of the Complaint, the Defendants are without sufficient information to admit or deny the allegations. To the extent the Court requires an answer, the Defendants deny the same and demand strict proof thereof.
17. Responding to the allegations contained in paragraph 18 of the Complaint, the Defendants would admit so much of the allegation that can be construed to state that the Defendants contract dated February 3rd, 2010 for the purchase of the home in question required 100% financing as a contingency to the contract and that the Plaintiff recommended SCB&T as a potential lender. As to the remaining allegations or any other interpretation of the allegations, the Defendants deny the same and demand strict proof thereof.
18. Responding to the allegations contained in paragraphs 19, 20, 21, 22, 23, 24, & 25 of the Complaint, the Defendants are without sufficient information to either admit or deny the allegations. To the extent the Court requires an answer, the Defendants deny the same and demand strict proof thereof.
19. Responding to the allegations contained in paragraph 26 of the Complaint, the Defendants admit so much of the allegations that can be construed to allege the parties entered into an addendum on March 5th, 2010 to "elevate Summerbrooke floor

plan to crawl space" for an additional fee of \$12,400.00 As to the remaining allegations and specifically that the additional price of \$12,400.00 was "non-refundable", the Defendants deny the same and demand strict proof thereof.

20. Responding to the allegations contained in paragraph 27 of the Complaint, the Defendants admit so much of the allegation that alleges the closing date for both contracts was March 5th, 2010. As to the remaining allegation that each contract contained an automatic closing extension for thirty (30) days, the Defendants deny the same and demand strict proof thereof.
21. Responding to the allegations contained in paragraph 28 of the Complaint, the Defendants deny the same and demand strict proof thereof. Furthermore, the Defendants would show unto this Honorable Court that they were erroneously informed by their attorney Mr. Tootle that they had to extend the contract thirty days and furthermore were informed by Mr. Gecy that if they did not extend the contract for thirty days they would be sued.
22. Responding to the allegations contained in paragraph 29 of the Complaint, the Defendants admit so much of the allegations that can be construed to allege that after being threatened with a lawsuit and told by their attorney Mr. Tootle who was also acting as Mr. Gecy's attorney that they had to extend the contract for thirty days, they continued to prepare for a potential closing assuming all the contingencies, etc. of the contract were met by Gecy.
23. Responding to the allegations contained in paragraphs 30, 31, 32, 33, and 34 of the Complaint, the Defendants are without sufficient information to either confirm or

deny the allegations. To the extent the Court requires an answer, the Defendants deny the same and demand strict proof thereof.

24. Responding to the allegations contained in paragraph 35 of the Complaint, the Defendants deny the same.
25. Responding to the allegations contained in paragraph 36 of the Complaint, the Defendants admit that at some point in early March of 2010, the parties met with Mr. Tootle. As to the remaining allegations as to Mr. Tootle's opinion on the agreement, such an opinion calls for a legal conclusion and the Defendants therefore deny the same and demand strict proof thereof.
26. Responding to the allegations contained in paragraph 37 of the Complaint, the Defendants are without sufficient information to either admit or deny the allegations. To the extent the Court requires an answer, the Defendants deny the same.
27. Responding to the allegations contained in paragraph 38 of the Complaint, the Defendants deny the same and demand strict proof thereof.
28. Responding to the allegations contained in paragraph 39 of the Complaint, the Defendants admit the same.
29. Responding to the allegations contained in paragraph 40 of the Complaint, the Defendants deny the same and demand strict proof thereof.
30. Responding to the allegations contained in paragraph 41 of the Complaint, the Defendants are without sufficient information to either admit or deny the allegations. To the extent the Court requires an answer, the Defendants deny the same and demand strict proof thereof.

31. Responding to the allegations contained in paragraph 42 of the Complaint, the Defendants deny the same and demand strict proof thereof.
32. Responding to the allegations contained in paragraph 43 of the Complaint, the Defendants admit so much of the allegations in the Complaint that if the alleged thirty day extension is a valid extension, the extension to close would have expired on April 5th, 2010. As to the remaining allegations, the Defendants deny the same and demand strict proof thereof.
33. Responding to the allegations contained in paragraphs 44 and 45 of the Complaint, the Defendants deny the same and demand strict proof thereof.
34. Responding to the allegations contained in paragraphs 46, 47, 48, and 49 of the Complaint, the Defendants are without sufficient information to either admit or deny the allegations. To the extent the Court requires an answer, the Defendants deny the same and demand strict proof thereof.
35. Responding to the allegations contained in paragraphs 50 and 51 of the Complaint, the Defendants admit so much of the allegations that allege letters from Mr. Harper and Mr. Tootle were sent between their offices. As to the contents of the letters and the relevance to this matter, the letters speak for themselves and are the best evidence of their contents.
36. Responding to the allegations contained in paragraphs 52 and 53 of the Complaint, the Defendants deny the same and demand strict proof thereof.
37. The Defendants are informed and believe that paragraph 54 is an administrative paragraph that does not require a response. To the extent the Court requires an

answer, the Defendants restate, reiterate, and reallege their answers in paragraphs 1 through 29 as if stated verbatim herein.

38. The Defendants are informed and believe that paragraphs 55 through 61 pertain only to the Defendant SCB&T and therefore require no further response from the Defendants. To the extent the Court requires these Defendants to respond, the Defendants are without sufficient information to either confirm or deny the allegations and therefore deny the same and demand strict proof thereof.
39. The Defendants are informed and believe that paragraph 62 is an administrative paragraph that does not require a response. To the extent the Court requires an answer, the Defendants restate, reiterate, and reallege their answers in paragraphs 1 through 31 as if stated verbatim herein.
40. Responding to the allegations contained in paragraphs 63 and 64 of the Complaint, the Defendants admit they signed two separate contracts with the Plaintiff. The Defendants are informed and believed that the contracts speak for themselves.
41. Responding to the allegations contained in paragraphs 65 through 68 of the Complaint, the Defendants deny the same and demand strict proof thereof.
42. The Defendants are informed and believe that paragraph 69 is an administrative paragraph that does not require a response. To the extent the Court requires an answer, the Defendants restate, reiterate, and reallege their answers in paragraphs 1 through 34 as if stated verbatim herein.
43. Responding to the allegations contained in paragraphs 70 through 75 and any subparts therein, of the Complaint, the Defendants deny the same and demand strict proof thereof.

44. The Defendants are informed and believe that paragraph 76 is an administrative paragraph that does not require a response. To the extent the Court requires an answer, the Defendants restate, reiterate, and reallege their answers in paragraphs 1 through 36 as if stated verbatim herein.
45. Responding to the allegations contained in paragraphs 77 through 83 of the Complaint, the Defendants deny the same and demand strict proof thereof.
46. The Defendants are informed and believe that paragraph 84 is an administrative paragraph that does not require a response. To the extent the Court requires an answer, the Defendants restate, reiterate, and reallege their answers in paragraphs 1 through 38 as if stated verbatim herein.
47. The Defendants are informed and believe that paragraphs 85 through 93 pertain only to the Defendant SCB&T and therefore require no further response from the Defendants. To the extent the Court requires these Defendants to respond, the Defendants are without sufficient information to either confirm or deny the allegations and therefore deny the same and demand strict proof thereof.
48. Responding to the allegations contained in paragraph 94 of the Complaint, the Defendants deny the same and demand strict proof thereof.
49. The Defendants are informed and believe that paragraph 95 is an administrative paragraph that requires no answer.

FOR A SECOND DEFENSE AND BY WAY OF COUNTERCLAIM
(Breach of Contract)

50. The Defendants reiterate and reallege the foregoing paragraphs as if stated herein verbatim.

A 51. The Defendants entered into a contract to purchase real property located at 10 Meridith Lane, Beaufort, SC 29907 with the Plaintiff, hereinafter, the ("Meridith Lane Contract").

A 52. Simultaneously with entering into the contract to purchase 10 Meridith Lane, the Defendants entered into a contract with the Plaintiff in which the Plaintiff agreed to build a home at the real property located at 10 Meridith Lane, hereinafter, the ("Construction Contract").

D 53. Both contracts were subject to the Defendants being able to obtain financing. Additionally, the Defendants are informed and believe the parties' agreements required the financing for the purchase and construction to be 100% financing.

At Closing Condition 54. In order to obtain the financing necessary to satisfy both contracts financing contingencies, the lending institution required the Plaintiff to produce a "Road Maintenance Agreement" signed by all parties who access and use the private drive known as Meridith Lane.

55. The Plaintiff failed to provide a completed signed Road Maintenance Agreement as required by the lending institution within the timeframe provided in the contracts for closing. The Defendants are informed and believe for this reason and others, the lending institution denied financing for both the Meridith Lane Contract and the Construction Contract.

56. Paragraph 21 of the Meridith Lane Contract states the real property must appraise, "according to the lender's appraisal" at the selling price of \$150,000.00. The lender's appraisal indicated the real property was valued at \$115,000.00 or \$35,000.00 under the agreed upon selling price in the contract.

57. Pursuant to paragraph 21 of the Meredith Lane Contract, the Defendants are informed and believe the Plaintiff had the option to sell the property at the appraised value of \$115,000.00. The Defendants are informed and believe the Seller refused to sell the Property at the \$115,000.00 appraised value.
58. The Meredith Lane Contract further required in paragraph 22 of the Contract, the Plaintiff to provide the Buyers an Army Engineering Corps wetlands delineation letter concerning the "wetlands" believed to be on the property. The Defendants are informed and believe the Plaintiff failed to provide such a letter within the applicable closing timeframe.
59. The Defendants are informed and believe that the actions of the Plaintiff in failing to provide the necessary Road Maintenance Agreement, in failing to provide the Army Corps of Engineering wetlands delineation letter, and in failing to return the Defendants' deposit on the land and house when the property failed to appraise for the required \$150,000.00, amount to a breach of the contracts in question.
60. Pursuant to an addendum to the Construction Contract, the Defendants deposited \$12,400.00 with the Plaintiff. Despite repeated requests for the return of the Defendants deposit, the Plaintiff has intentionally and willfully refused to return the Defendants deposit.
61. As the direct and proximate result of the various failures of the Plaintiff to conform to the terms of the contracts in question, the Defendants are informed and believe the Plaintiff is in breach of said contracts and as a result of the Plaintiff's willful and intentional conduct, the Defendants have been harmed in the Plaintiff's refusal to return their deposit and in other manners as shall be more fully shown at trial.

FOR A THIRD DEFENSE AND BY WAY OF COUNTERCLAIM
(Unfair Trade Practices)

62. The Defendants reiterate and reallege the foregoing paragraphs as if stated herein verbatim.
63. The Plaintiff, Benjamin Gecy, hereinafter ("Gecy"), is an individual who held himself out to the Defendants and upon information and belief other individuals in the Defendants similar situation, to be capable of performing various duties that engage in trade and commerce. Those duties/capacities as they relate to the events at question herein are: real estate agent, mortgage broker, residential home builder, and land developer.
64. At all times herein during the events in question, Gecy represented to the Defendants that he was properly licensed and capable of conducting or providing the Defendants the services in all the various capacities noted above.
65. The Defendants are informed and believe that Gecy has violated the South Carolina Unfair Trade Practices Ac, S.C. Code sec. 39-5-10 et seq., by engaging in unfair methods of competition and unfair and deceptive acts and practices in the conduct of his various trades and/or commerce.
66. The Plaintiff alleged to be "reducing" his commission on the sale of the Plaintiff's home 11 Southern Magnolia Lane in paragraph 13 of his Complaint and has asserted in paragraph 11 of his Complaint that he was serving as the Defendants "real estate agent".
67. As their agent, Gecy owed the Defendants certain duties and obligations, to include following the rules and regulations set out by his licensing authority. That Gecy breached those duties and obligations under the rules and regulations set out by his

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licensing authority in: (1) failing to explain, procure, and have signed a proper listing agreement detailing the terms of any commission to be paid or "reduced" as claimed by the Plaintiff in his Complaint; (2) failing to explain, procure, and have signed a proper seller's agency agreement detailing the scope and extent of the Plaintiff's duties and responsibilities to the Defendants; and (3) failing to explain, procure and have signed a proper dual agency agreement explaining in detail Gecy's duties and responsibilities to both the Defendants and Mr. Poole the purchaser of the Defendants property.

D

68. The Defendants are informed and believe that Gecy has violated his licensing authority regulations and as a result of those violations has breached his agency obligations to the Defendants.

D

69. The Defendants are informed and believe that Gecy, at the time he owed certain duties and obligations to the Defendants as their real estate agent, was also engaged in acting as Mr. Poole's real estate agent and mortgage broker.

D

70. The Defendants are informed and believes to the detriment of the Defendants, Gecy coerced and pressured the Defendants in to lower their selling price in order benefit one client over the other and to ultimately save a transaction that Gecy stood to make a significant fee from since he was also acting as Mr. Poole's mortgage broker. Additionally, in coercing the Defendants into lowering their asking price, Gecy made certain promises to refund monies to them as part of follow on transactions which, despite repeated requests, Gecy has failed to return said money.

71. The Defendants are informed and believe that there are inherent conflicts of interest in the Plaintiff acting in a multi-party transaction as a dual agent real estate agent,

D mortgage broker, individual seller, residential home builder, and land developer all without the necessary required disclosures signed by all parties to the transactions.

72. When the Defendants lending institution placed certain contingencies upon the financing of the Defendants purchase of the property and home upon Gecy, to include the Road Maintenance Agreement, he attempted to, through coercive tactics, pressure and force the Defendants to change lending institutions telling them repeatedly that as a "mortgage broker" he had banks ready to lend them the money to finish this transaction and if they didn't change banks and close, he was going to sue them. Despite these coercive statements, Gecy never once showed the Defendants any paperwork indicating they were approved for a loan at a 100% financing rate with any other lending institution. The Defendants are informed and believe that Gecy's flagrant disregard for his licensing requirements and the inherent conflicts associated with Gecy acting as real estate agent, mortgage broker, seller, residential builder, land developer, etc. in a multi-party/multi-transaction situation amount to unfair and deceptive acts. The Defendants are further informed and believe that Gecy's unfair and deceptive acts have been repeated and are capable of being repeated by Gecy.

- D 73. The Defendants are informed and believe that Gecy's unfair and deceptive acts affect the public interest.

- D 74. The Defendants are informed and believe Gecy's unfair and deceptive acts and promises proximately caused the Defendants damages to include their reduction of their selling price by \$8,000.00 on 11 Southern Magnolia Lane.

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) Case No.: 2011-CP-07-1778

BENJAMIN GECY,

Plaintiffs,

vs.

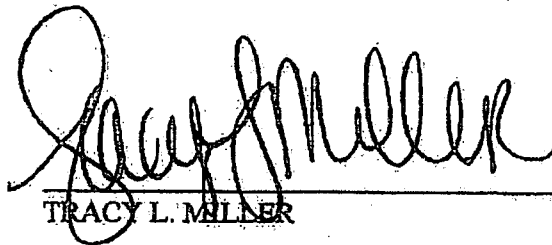
CERTIFICATE OF SERVICE

SOUTH CAROLINA BANK & TRUST,
JAIME HAMNER AND DEBORAH
HAMNER,

Defendant.

I, Tracy L. Miller, Legal Assistant to James J. Wegmann, Esquire, have served a copy of the Answer and Counterclaim of Jaime and Deborah Hamner by, depositing in the U.S. Mail copy of same in a properly addressed envelope, with sufficient postage affixed on May 31, 2011, addressed as follows:

Thomas A. Pendarvis
Pendarvis Law Offices, P.C.
500 Carteret Street, Suite A
Beaufort, South Carolina 29902


TRACY L. MILLER

Beaufort, South Carolina
31 May 2011

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Benjamin Gecy,

Plaintiff,

vs.

South Carolina Bank & Trust, Jaime
Hamner and Deborah Hamner,

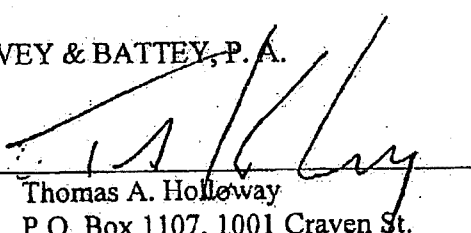
Defendants,

IN THE COURT OF COMMON PLEAS
CA NO. 2011-CP-07-01778

TO: THOMAS A. PENDARVIS, ESQUIRE, ATTORNEY FOR THE PLAINTIFF

PLEASE TAKE NOTICE that the Defendant, South Carolina Bank & Trust, by and through their undersigned attorney, will move before the Presiding Judge of the Court of Common Pleas for Beaufort County, on the tenth (10th) day after service hereof, or at some other time and place as is convenient to the Court for an Order, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, granting this Defendant Summary Judgment on the grounds that there is no genuine issue as to any material fact. This Motion is based upon the pleadings in this case and the Affidavit, attached hereto and made a part hereof as Exhibit A.

HARVEY & BATTEY, P. A.

By: 

Thomas A. Holloway
P.O. Box 1107, 1001 Craven St.
Beaufort, SC 29901-1107
(Tel) 843.524.3109 (Fax) 843.524.6973
Attorneys for the Defendant,
South Carolina Bank & Trust

Beaufort, SC
March 19, 2012

PLAINTIFF'S
EXHIBIT



866

EXHIBIT A

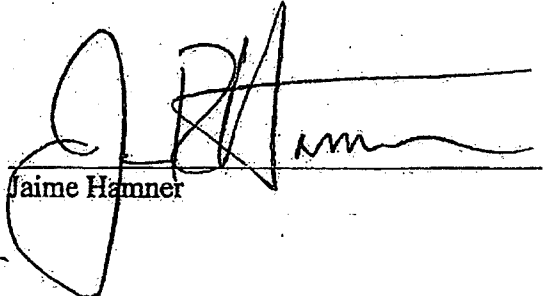
STATE OF SOUTH CAROLINA)

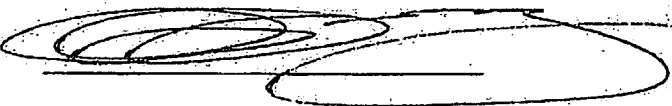
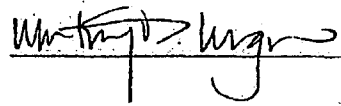
COUNTY OF BEAUFORT)

AFFIDAVIT

Personally appeared before me the Defendant, Jaime Hamner, who, being duly sworn,
deposes and says that:

1. I am a Defendant in the above-stated case.
2. I have read and reviewed the Answer and Counterclaim and the Amended Answer
filed on my and my wife's behalf by our attorney, James J. Wegmann.
3. The facts as pled within the Answer and Counterclaim and the Amended Answer,
except for those matters stated which are alleged upon information and belief, are true
to the best of my knowledge and I hereby, as if stated verbatim herein, are making
them under oath.


Jaime Hamner



Personally appeared James J. Wegmann and made oath that he/she saw the within named
Jaime Hamner sign as his act and deed the within Affidavit and the he/she along with
Courtney D. Longino, witnessed the execution thereof.

Sworn to before me this 27th day of April 2012


Notary Public for South Carolina
My Commission Expires: 8/3/19

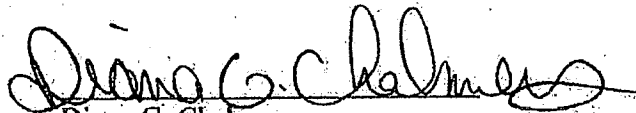
STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

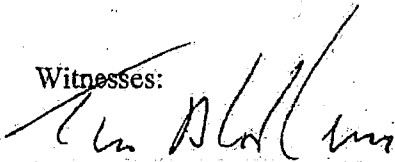
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AFFIDAVIT

Personally appeared before me, Diana G. Chalmers, who, being duly sworn, deposes and says that:

1. I am the owner of #8 Merideth Lane, Beaufort County, South Carolina and reside there with my husband and children.
2. I am personally familiar with Ben Gecy and his family.
3. Approximately, in April, 2010, Ben Gecy came to my home on several occasions and asked me to sign a "Road Maintenance Agreement" for Meredith Lane. Mr. Gecy explained that the agreement was necessary before he could sell a vacant lot on Meredith Lane to Mr. and Mrs. Hamner.
4. On the first visit I advised Mr. Gecy that I would need to review the matter with my husband.
5. Mr. Gecy repeatedly came to my home over the next several days and repeatedly asked me to sign the "Road Maintenance Agreement."
6. At all times I declined to sign the "Road Maintenance Agreement." Further, I advised Mr. Gecy that I had no intention of signing the document then or anytime in the future.
7. I swear that the foregoing statements made by me are true and are made under oath.


Diana G. Chalmers

Witnesses:




Personally appeared Thomas A. Holloway and made oath that he/she saw the within named
Diana G. Chalmers sign as her act and deed the within Affidavit and that he/she along with
Ann B. Williamson witnessed the execution thereof.

SWORN to before me this 7th day of September, 2011.
Chris P. Williamson
Notary Public For South Carolina
My Commission Expires: 01.04.20

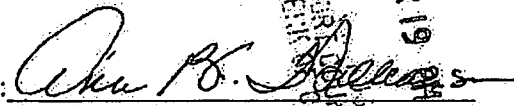
CERTIFICATE OF MAILING

I certify that on the 19th day of March, 2012, a copy of the attached **NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT** was placed in the United States Mail with first class postage prepaid and mailed to the following:

Thomas A. Pendarvis, Esquire
500 Carteret Street, Suite A
Beaufort, SC 29902

HARVEY & BATTEY, P.A.

By:


Ann B. Williamson

Beaufort, South Carolina

2012 MAR 19 PM 1:08
CLERK OF COURT
JUDICIAL DISTRICT
BEAUFORT, S.C.

EXHIBIT - A

**PLAINTIFF'S
EXHIBIT**

WAMBER

872

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

BENJAMIN GECY,)

Plaintiffs,)

vs.)

SOUTH CAROLINA BANK & TRUST,
JAIME HAMNER AND DEBORAH
HAMNER,)

Defendant.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
Case No.: 2011-CP-07-1778

JOINDER IN DEFENDANT SCB&T
NOTICE OF MOTION AND MOTION
FOR SUMMARY JUDGMENT
BY
DEFENDANTS JAIME HAMNER AND
DEBORAH HAMNER

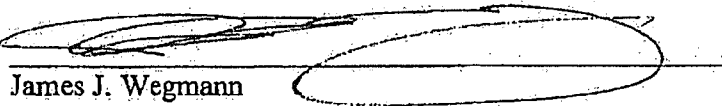
2012 APR 22 PM 3:03
CLERK OF COURT
BEAUFORT COUNTY, SOUTH CAROLINA

TO: THOMAS A. PENDARVIS, ESQUIRE, ATTORNEY FOR THE PLAINTIFF:

PLEASE TAKE NOTICE that the Defendants, Jaime Hamner and Deborah Hamner, by and through their undersigned attorney, join in Defendant's South Carolina Bank & Trust's Notice of Motion and Motion for Summary Judgment which is scheduled to be heard on May 14th, 2012 at 2:00 p.m. before the Presiding Judge of the Court of Common Pleas for Beaufort County, South Carolina, in seeking, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, an Order granting the Defendants Jaime Hamner and Deborah Hamner, Summary Judgment on the grounds there are no genuine issues as to any material fact. This joinder in Motion for Summary Judgment is based upon the pleadings in this case, the Affidavit previously filed by the Defendant SCB&T in this case and the Affidavit, attached hereto and made a part hereof, as Exhibit A.

MIKELL, WEIDNER, WEGMANN AND HARPER, LLC

By:


James J. Wegmann
6 Professional Village Circle
Beaufort, South Carolina 29907
(843) 521-0004
wegmannj@beaufortlaw.com

PLAINTIFF'S
EXHIBIT

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HAMNER

Ben Gecy

From: Jaime Hamner [jaimehamner@yahoo.com]
Sent: Saturday, March 27, 2010 12:58 AM
To: Ben Gecy
Subject: HOUSE
Attachments: _Certification_.txt

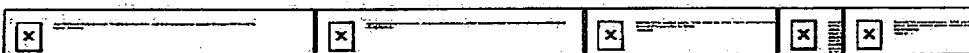
Ben,

If all goes well with John Ferguson, this is the color (green) we would like the house with the black shutters. I believe there is a house, near the house you built, on Kaitlyn's Way that has these same colors. We really like this porch and hope you can replicate it. This is not exactly like your house but I thought it had some similar qualities. Just throwing this out there for as an idea. I know because of all the delays we have not had a chance to sit down and talk again. Let me know what you think.

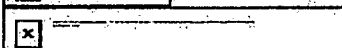
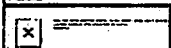
Thanks,
Jaime



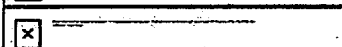
Testimonial - Howdy... This prospective renters/buyers to go as often as I needed. I have re



3/26/2010 11:48:21 PM



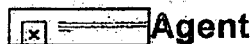
Homes for Sale or Rent near U.S. Military Bases



DETAILS

[Home](#) > [States](#) > [South Carolina](#) > [Parris Island MC Recruit Depot](#) > Details

w/Real Estate



Agent

Price: \$474,900.00

Beaufort, SC - Old Barn Rd.
4 Bed, 3 Bath (Single Family)

Description:

Like new beautiful home has hardwood floors, gas fireplace, upscale kitchen with granite countertops, large pantry and high-end appliances. Large master suite boasts a huge walk-in closet and master bath with whirlpool tub. A screened porch, over-sized 2 car garage and large lot add to the appeal of this spacious home. The property is located just minutes from a county boat ramp and is zoned for the following schools: Coosa



**PLAINTIFF'S
EXHIBIT**

[< back](#)

[next >](#)

18
HAMNER

874



Elementary, Lady's Island Middle,
Beaufort High.
MilitaryByOwner Price: \$474,900.00



- Zip: 29907
- County: Beaufort
- Date Available: January 16, 2010



- Lot Size: 0.75 acres
- Home Size: 2580 sq. ft.



- Utilities Cost: \$275.00 (Average Per Month)
- Fireplace: Yes
- Washer Dryer: No
- Basement: No
- Garage: Yes
- Parking Type: Attached Garage - 2 Car
- Pet Policy: Upon Approval



- Elementary School: Coosa Elementary
- Middle School: Lady's Island Middle
- High School: Beaufort High

Contact: Jessica Heck

Phone: 8435220509 / [email me](#)

Closest Beaufort Distance: < 20
Base: MCAS Miles

2nd Beaufort Distance: < 10
Closest Naval Base: Hospital Miles

Parris
3rd Island
Closest MC Distance: < 20
Base: Recruit Miles
Depot

AD Number: MBO116856

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50 STATES | BUSINESS ADVERTISING | MOVING RESOURCES | TESTIMONIALS | FAQ | ABOUT US | CONTACT US

*19
HAMNER*

ALL FIELDS DETAIL



MLS #	121880	# BEDROOMS	3
Class	RESIDENTIAL	FULL BATHS	2
Type	SINGLE FAMILY	HALF BATHS	1
Major Area	5-LADYS ISLAND	FAMILY ROOM	Yes
Asking Price	\$359,900	FORMAL DINING	Yes
Address	16 Tuscarora Avenue	FIREPLACE	Yes
Address 2		GARAGE/CARPORT	2 Bay
City	Beaufort		Attached
State	SC	GOLF COMMUNITY	Yes
Zip	29907	WATERFRONT	None
Status	SOLD	DOCK	Not Applicable
Sale/Rent	For Sale		

GENERAL

View Description		Dock Permits in Hand	
Minor Area	5008-Pleasant Point	Shared Interest (Y/N)	No
Size of Share %		# Acres if 1 Acre or More	0.00
Room Count	7	Agent	Corinne Woodman - Cell
Listing Office 1	Ballenger Realty - Main: (843) 379-1400	Listing Agent 2	
Listing Office 2		Comp %/%	3
Var. Comp	N	Legal	Lot 82 Pleasant Point
May be Sub 3rd Party Appr	NO	Foreclosure Y/N?	No
Bank Owned Y/N?		Short Sale Y/N?	No
D-M-P-R	R200-009-00A-0144-0000	Key Code #	00246415
Listing Date	11/15/2009	Waterfront Community Y/N	Yes
Zoning	PUD	Flood Zone (Y/N)	No
Aicuz	Yes	Lt Dim if Less than 1Acre	.35
Covenant	Yes	Appx. Sq Ft	2462
Year Built	2005	Window Treatment	No
Sign Y/N	Yes	Home Warranty	No
Monthly Rental \$		Rental Duration	
Guest House	No	Olrea/B	N
Directions	After main causeway, L on Pleasant Pt turn R on Tuscarora, home on L	Off Market Date	5/28/2010
Tax ID	00246415	VOW Include	Yes
VOW Address	Yes	VOW Comment	Yes
VOW AVM	Yes	Update Date	5/27/2010
Status Date	5/27/2010	HotSheet Date	5/27/2010
Search By Map		Price Date	5/27/2010
Input Date	11/16/2009 10:10:00 AM	Associated Document Count	1
Original Price	\$374,000	Elevator (Y/N)	
Agent Hit Count	110	Client Hit Count	143
Cumulative DOM	194	Days On Market	194
Days On MLS	193	Price/Sq Feet	\$144.19
Picture	19		

FEATURES

WILL SELL	EXTERIOR EXTRAS	FIREPLACE	WATER & SEWE
Conventional	Patio	Gas	Public Water
Contract	Thermo-Panes	Living Room	Public Sewer
FHA	In Ground Sprinkler	HEATING	FLOOD INSURAN
VA	Porch	Central Electric	Required
Cash	Screened Porch	Heat Pump	POSSESSION
SUB AGENCIES OFFERED	DINING	COOLING	At Closing
No	Formal	Central Electric	VACANCY
STYLE	OTHER ROOMS	Heat Pump	Occupied
Two Story	Formal Liv. Room	APPLIANCES/EQUIPMENT	SHOWING INSTR
APPROX. AGE	Sitting Room	Elec/Oven/Range	Appt.Only-MLS L
1Day-10Years	Pantry	Microwave	Notice Required
FOUNDATION	Utility Room	Dishwasher	Special Instructic
Crawl	Master Bedroom-1st Floor	Refrigerator	HOME AS / RE FI
BASEMENT	WASHER CONNECTION	Disposal	Management
No	Yes	Ice Maker Conn	Some Amenities

876

CONSTRUCTION

Hardi Plank
ROOFING
 Composition A/S

DRYER CONNECTION

Yes
FLOORS
 Some Carpet
 Wood Floor
 Ceramic
 Tile

WALLS

Sheetrock

Ceiling Fan
 Fireplace Screen
 Auto/Gar/Opener
 Cable TV/Available
 Dryer
 Washer
WATER HEATER
 Electric

SCHOOL DISTRICT

Coosa Elementary
 Beaufort Middle
 Beaufort High

FINANCIAL

Property Taxes 949.70

Homeowners/Regime Fees \$ 880/yr

SOLD STATUS

How Sold
 Closing Date
 List Price Vs Sold Price \$0.99
 Selling Office 1
 Selling Office 2
 Paid CI

VA

5/28/2010

\$0.99

Ballenger Realty - Main: (843) 379-1400

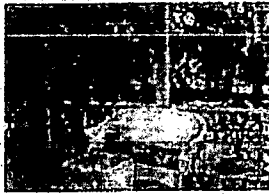
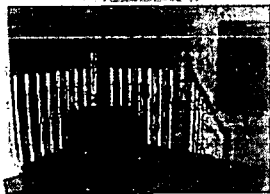
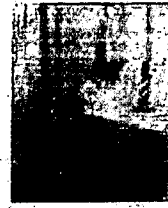
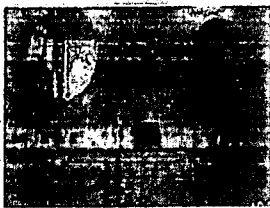
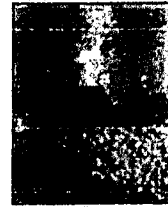
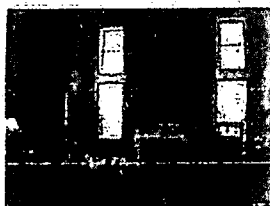
Contract Date 4/21/2010
 Sold Price \$355,000
 Selling Agent 1 Corinne Woodman - Cell: (843)
 Selling Agent 2
 Paid Poi

REMARKS

Immaculate and roomy custom-built home with 3 bedrooms and a bonus room above the garage which can be a 4th bedroom, workshop. Nice open floor plan, formal dining room, cozy living room with fireplace, huge master suite on the 1st floor with tray ceilings, screened porch deck. Other features include beautiful heart pine and ceramic tile flooring, a big pantry, an outdoor shower, a built-in large flat screen TV backyard.

ADDENDUM

The garage is every handy man dream world with a huge workbench station and lots of cabinets and drawers. The television and the hardware in the kitchen convey. The satellite dish does not convey. This material is based on information which we consider reliable, but because it is based on information provided by third parties, we cannot represent that it is accurate or complete and it should not be relied upon as such. This offering is subject to a change of price or withdrawal without notice.

ADDITIONAL PICTURES

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