

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

RECEIVED
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SC Court of Appeals

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 VI
(Pages 1121 to 1326)

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JAIME HAMNER and DEBORAH
HAMNER

1 A I think the road maintenance agreement is
2 misplaced and misrepresented by the bank and Doug Jacobs.

3 Q Why?

4 A Because of Doug's continued pursuit of all
5 parties have to sign the road maintenance agreement,
6 which is not -- that's not the case on a road maintenance
7 agreement. All parties don't have to sign a road
8 maintenance agreement.

9 Q Well, who has to sign it?

10 A Only one person can sign it. Only one person's
11 allowed to sign it. If they accept responsibility for that
12 road, that's acceptable.

13 Q Under what standards or guidelines are you
14 referring to?

15 A All the standards and guidelines in lending.

16 Q Give me an initial, an acronym, a standard at
17 all.

18 A Well, first of all, FHA doesn't even require road
19 maintenance agreements. All right?

20 Q Okay.

21 A Conventional, that's a standard. VA, that's a
22 standard.

23 Q What if SCB&T had that standard as part of their
24 underwriting? Wouldn't that be a standard that it was
25 required by?

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Page 65 of 191

1121

1 A Do they?

2 Q I ask the questions here. Wouldn't that be a
3 standard?

4 A Do they? SCB&T underwrites to the guidelines of
5 the conventional, FHA, VA, and those handbooks. If those
6 have those standards, I'd like to see them produced. And I
7 think I may be -- I may have asked you guys for that in the
8 production, so I'd be anxious to see what you guys produce
9 there.

10 Q Are there standards that you're referring to that
11 say a road maintenance agreement is an improper item for a
12 bank to require for a property that's being sold on a
13 private dirt road?

14 A No. Road maintenance agreements are required.

15 Q Okay.

16 A But the way that SCB&T's loan officer and the
17 bank misrepresented it is an interference and -- which
18 caused the problems that we're dealing with here.

19 Q What are the --

20 A I think he -- I think he falsely applied those
21 and he misrepresented what the road maintenance agreement
22 requirements are.

23 Q Okay. What are the road maintenance agreement
24 requirements that you believe exist for this transaction?

25 A Well, what I'm going to do is, I'm going to

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Page 66 of 191

1122

1 produce those in production, because I know what they are
2 now. I mean, you can look at them and review them, so I --

3 Q Well, you've just stated that they were false. I
4 want you to tell me how they were false.

5 A Well, I'm not prepared to answer that right now.
6 I'm going to -- as soon as I can digest the information and
7 review the information that I have, then I can make a
8 better answer on that.

9 Q You have to answer --

10 A You haven't provided --

11 Q -- the question. You don't have the right --

12 A I don't have the information.

13 Q -- not to answer questions.

14 A I don't have the information right now to make an
15 accurate answer.

16 Q Okay. Did you ever object to providing a road
17 maintenance agreement signed by all the parties prior --

18 A Yes, I did.

19 Q When did you do that?

20 A Ken Tootle objected to that, and I objected to
21 it, also.

22 Q When?

23 A Several times. And I was denied by that -- that
24 by Doug Jacobs. He said it wasn't proper. They weren't
25 going to accept it. We needed all the parties.

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Page 67 of 191

1123

1 Q Okay. And did you get all the parties to sign
2 the road maintenance agreement?

3 A No. I had commitments from all of them, but I
4 did not get all of them to sign it. I had the ones that
5 were necessary in order to fulfill a valid road maintenance
6 agreement with any particular institution -- Fannie Mae,
7 Freddie Mac, rural development, VA. And FHA doesn't even
8 require it.

9 Q What about SCB&T standards?

10 A Let's see what those standards are.

11 Q Who were the necessary parties that you had
12 signatures from?

13 A I'll have to go back and look at my records and
14 see what we have there. I produced those in discovery.

15 Q Who do you allege was not required? I mean, you
16 keep telling me you had the required parties. Who's
17 required and who's not?

18 A I'm the only one that needed to sign that
19 document. As the builder, I could have accepted
20 responsibility for that road, and that would have been
21 adequate with anybody.

22 Q Did you own that road?

23 A I did not own the road, but I had an easement.
24 But I can accept responsibility for the repairs on it. It
25 doesn't matter who owns it. I have a valid recorded

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Page 68 of 191

1124

1 easement to that property.

2 Q So you think the bank should have only been
3 required to accept a road maintenance agreement from you,
4 and only you, and not the other people that live on the
5 road?

6 A If I wanted to accept responsibility for it, yes,
7 and that's valid.

8 Q Okay.

9 A The bank saying that all parties have to sign it
10 is a misrepresentation of that road maintenance agreement.

11 Q What's the misrepresentation?

12 A Because all parties don't have to sign it.

13 Q And they don't have to sign it because why?

14 A Because one person or two people -- if you have
15 four people on a road and one person doesn't agree to sign
16 it, if the other three people accept the responsibility on
17 the road, that's a satisfactory road maintenance agreement.
18 If one person accepted the responsibility for it, it's a
19 satisfactory road maintenance agreement. I hereby accept
20 to repair the road if anything happens. That's a road
21 maintenance agreement.

22 It doesn't say in the guidelines anywhere that
23 all parties have to sign it. And if you have guidelines
24 that say that, I'd love to see them. And if I didn't ask
25 for those in my request for production, I'll submit those

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Page 69 of 191

1125

1 again, or supplement them.

2 Q Okay.

3 A So the road maintenance agreement that you guys
4 were imposing on me, was that -- was that for the VA? Who
5 was that -- what were they imposing that on? For what type
6 of loan?

7 Q Well, Mr. Gecy, in a deposition, the lawyer asks
8 the questions to the deponent. Is there any other way that
9 you allege that the Hamners failed to perform under the
10 contracts other than what you just told me?

11 A I'd have to go back to this complaint and spend
12 some time reviewing it. Unless you guys want to give me 20
13 or 30 minutes to do that --

14 Q We'll do that at the end.

15 A Okay.

16 Q You have a second cause of action -- the first
17 cause of action is for tortious interference.

18 A SCB&T only?

19 Q Correct. How do you allege that SCB&T interfered
20 with your contract with the Hamners? Just -- let me just
21 ask you. Their failure to provide financing is the
22 interference with the contract?

23 A If you'll just give me a minute, I'll just --
24 I'll review this real quick and --

25 Q Sure.

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Page 70 of 191

1126

1 A If you can hang onto that question, I may need
2 you to ask it again, Tom.

3 (Brief pause. Witness peruses document.)

4 WITNESS: Okay. Can you ask that question
5 again, please, Tom?

6 BY MR. HOLLOWAY:

7 Q Is the bank's failure or the bank's refusal to
8 close the loan before the expiration of the contract the
9 activity that gives rise to the tortious interference of
10 contract allegation?

11 A Yeah. I think the bank intentionally imposed
12 rules on the transaction that prohibited it from closing.

13 Q Okay. And those rules that they put on the
14 transaction were the road maintenance agreement and a valid
15 appraisal?

16 A No. The road maintenance agreement was the only
17 condition left, Tom. All right?

18 Q Okay.

19 A And they wanted all parties to sign the road
20 maintenance agreement, and that's just a misrepresentation
21 of the road maintenance agreement requirements.

22 Q Okay. Is there --

23 A In my opinion.

24 Q Is there anything else that the bank, other than
25 requiring a road maintenance agreement, that you allege

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Page 71 of 191

1127

1 caused the tortious interference of the contract?

2 A I think there might be, but I've got to review my
3 notes. This has been three years ago, as you've been so
4 kind to remind everybody of. So, you know, there is a lot
5 of research that I need to go back and review from my time
6 with Tom and the documents that I prepared for him and the
7 emails.

8 And, like I said, this last 10 to 12 months with
9 this bankruptcy hasn't been the easiest thing in the world,
10 and my primary focus has been trying to get back on my
11 feet. So if you could just give me a little courtesy to
12 leave that question open, I don't mind answering it at a
13 later date.

14 Q I'm not going to leave it open. If you tell me
15 you can't tell of anything --

16 A Okay.

17 Q -- else now, that's fine.

18 A Well, I reserve the right to answer that question
19 at a later date.

20 Q You can't think of anything else now?

21 A I can't think of anything else now.

22 Q Okay. You have -- for a third cause of action,
23 it's called "civil conspiracy." What do you allege that
24 Mr. and Mrs. Hamner and SCB&T conspired to do that harmed
25 you?

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Page 72 of 191

1128

1 A Well, when I get this new production, I'll have a
2 better idea of that.

3 Q Well, you filed this complaint in April of 2011.
4 You swore that these allegations were true then. So if you
5 would be so kind as to tell me what it is that you alleged
6 in 2011 and what facts gave rise to the allegation, I would
7 appreciate it.

8 A Well, we've had some newly-discovered evidence
9 come in that may change that. Maybe civil conspiracy is
10 eliminated; maybe not. Maybe there's going to be some
11 amendments and maybe some other people are going to be
12 added. But until I get that discovery, I can't accurately
13 answer that question. And like I said, this was filed
14 almost three years ago, or over three years ago, and I
15 would have to go back and review that information.

16 Q What is the newly-discovered evidence that you
17 referred to?

18 A Well, let me retract. I'm waiting for the
19 production of what you guys are going to prepare, and if
20 there is any newly-discovered evidence there, we'll make a
21 decision -- or I'll make a decision from there with what's
22 going to happen.

23 Q What --

24 A As to my decision or evaluation of what's
25 happened here with some of my claims and who all's

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Page 73 of 191

1129

1 involved, who else needs to be added or removed.

2 Q Who are you referring to as to being added?

3 A I haven't made that decision yet.

4 Q Who are you contemplating adding?

5 A I'm not contemplating anyone. I'm just leaving
6 it open.

7 Q Do you allege that there are other people that
8 are involved in this case that may need to be parties?

9 A Possibly.

10 Q Who may possibly be needed to --

11 A Once I receive --

12 Q -- be added as parties?

13 A -- the discovery, I'll make that final decision.

14 Q Who are you contemplating adding?

15 A I'm not prepared to go into that yet, but I'll
16 let you know. You'll be the first to know.

17 Q Are you refusing to answer the question?

18 A I'm not refusing to answer it, but I don't -- I
19 don't know at this point in time. I'm leaving it open. I
20 reserve the right to amend that complaint.

21 Q You just said you were considering adding people.
22 Who are you considering --

23 A Anybody. Anybody who had a relationship with
24 this transaction.

25 Q Who else had a relationship with the transaction?

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Page 74 of 191

1130

1 A I'll refer you to the witness list; okay? And I
2 don't think you're on the witness list.

3 Q Let's see. The new witness list that you just
4 served?

5 A Yes.

6 Q All right. That would be -- let's see. James
7 Hamner; he's a party. Deborah. Bruce Vanhorn?

8 A Potentially.

9 Q Doug Jacobs?

10 A Potentially.

11 Q What would be the causes of action for those
12 gentlemen?

13 A I don't have an answer for that yet.

14 Q Patrice Moody?

15 A Potentially.

16 Q What is your potential claim against Patrice
17 Moody?

18 A I don't have that yet.

19 Q Richard Poole?

20 A I mean, that's in discovery. We've got some
21 discovery coming out, and we've got depositions all next
22 week.

23 Q John Ferguson?

24 A Potentially.

25 Q Diana Chalmers?

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Page 75 of 191

1131

1 A Potentially.

2 Q What is your potential claims against those
3 folks?

4 A We'll see after the depositions next week.

5 Q You're not answering?

6 A I've answered you, Tom. We've got depositions.
7 You're the one who cut off my depositions for this one
8 here. I've agreed to take it. We're going to have
9 discovery and depositions next week, and based on those
10 answers, I'm telling you that there could be some changes
11 to the complaint. It could be amended. I could either add
12 or subtract people, so maybe your client might get removed
13 from this. It might not.

14 Q Your complaint says that the defendant SCB&T
15 directed the Hamners away from 10 Meredith Lane property
16 and towards other property. What does -- what are you
17 referring to?

18 A That is an area that I'd like to finish up the
19 discovery on, with your production and the depositions next
20 week, to give an answer on that.

21 Q What is your allegation in that complaint?

22 A Well, I think SCB&T and Doug Jacobs intentionally
23 and falsely applied conditions to the loan to stop the loan
24 from closing.

25 Q For what purpose?

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Page 76 of 191

1132

1 A We're going to find out through discovery, and
2 that's what we're still moving forward towards. That's why
3 this discovery is so important.

4 Q The condition that you think that Doug Jacobs
5 imposed is the road maintenance agreement or requirement
6 that --

7 A The way he -- the way he imposed the road
8 maintenance agreement and the requirements.

9 Q Okay. Anything else --

10 A I think those are Doug Jacobs' words and the
11 bank's words that aren't -- those are not guidelines for a
12 road maintenance agreement. That's not the proper way or
13 the proper language in a road maintenance agreement
14 requirement in an underwriting manual.

15 Q Okay. Anything else about that road maintenance
16 agreement that he misrepresented to you or imposed on you
17 improperly?

18 A There may be some other things. I mean, if they
19 come to mind, I'll let you know. At this point in time, I
20 don't have anything else.

21 Q What are you referring to where it says, "SCB&T
22 directed the Hamners away from 10 Meredith Lane and towards
23 other property"?

24 A I'm not sure about that language right there. I
25 mean, I don't know how to answer that right now. --I can't.

1 give you an answer on that one.

2 Q Okay.

3 A That could have been Mr. Pendarvis' evaluation of
4 what was going on.

5 Q You're not alleging that SCB&T sent them to a
6 different property. Is that what you're saying?

7 A I may be.

8 Q Oh.

9 A Yeah, I may be. But like I said, I need to go
10 back and see how we originated, together, those pleadings,
11 and the language in those pleadings, and I haven't had a
12 chance to do that. As you know, the witnesses -- or the
13 plaintiffs don't write those complaints most of the time.
14 The attorney does. So there is language in there that
15 could be a little different.

16 Q You swore that it was --

17 A I did some of it.

18 Q -- all true. You verified it.

19 A I'm not saying that it's not true.

20 Q You say you --

21 A I just can't answer --

22 Q -- don't know.

23 A -- that question.

24 Q You said it was true when you swore to it.

25 A I didn't say it was false.

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Page 78 of 191

1134

1 Q You said it was true.

2 A That's right.

3 Q You swore that it was true. You put your hand on
4 the Bible --

5 A That's right.

6 Q -- and you swore it was true.

7 A And I just said I don't know right now. Okay?

8 Q Yeah. The next cause of action.

9 A What page, Tom?

10 Q Thirteen of sixteen. You allege that the bank
11 and Mr. Hamner and Mrs. Hamner misrepresented their
12 willingness to close on the loan transactions and their
13 reason for delay. What was the representations? What are
14 the misrepresentations that you are alleging?

15 A Well, I think the Hamners had a duty of care to
16 me, as the seller, to act in good faith, and they sent me
17 an email after they knew that John Ferguson was willing to
18 sign the road maintenance agreement, or did sign it,
19 knowing that that was pretty much the final straw, and sent
20 me an email basically telling me this is the shutter color
21 that he wants on the house, which led me to believe he was
22 ready to close and move forward. And after that email and
23 contact, Mr. Hamner disappeared and would not communicate
24 with me after that, nor would the bank. So I think they
25 misrepresented that they were ready to close, or were

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Page 79 of 191

1135

1 willing to close, and then they -- for what reason or
2 another, which we -- I hope to find out in discovery -- we
3 can determine through the depositions.

4 Q Okay. And that's later in the process? After
5 the loan's applied for?

6 A This is the last week.

7 Q The last week before --

8 A The last week before April 6th, which would be
9 four days before the final expiration with the extension to
10 the contract.

11 Q So you're saying that their representation was
12 that they were going to close the contract before it
13 expired and you said that that's not true because it didn't
14 close?

15 A Repeat that again, please.

16 Q Your allegation of misrepresentation is that they
17 promised that they were going to close before --

18 A That's not what I said.

19 Q -- the contract expired and that didn't happen?

20 A That's not what I said.

21 Q I'm trying to understand what you're saying.

22 A They didn't promise anything. They didn't
23 promise anything. They sent me an email, leading me to
24 believe that they were going to close. All right?

25 Q And that was in --

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Page 80 of 191

1136

1 A And if they weren't going to close and they
2 wanted to get out of the transaction, as a seller and as a
3 party to the contract, I think out of good faith they
4 should have told me at that point in time, instead of
5 leading me to believe that closing was going to happen.

6 Q Okay.

7 A And that was my interpretation of the email and
8 -- with the conversation he had with John Ferguson on my
9 telephone in the middle of the easement, when John Ferguson
10 called Mr. Hamner to inform him that he was signing the
11 road maintenance agreement to help him -- you know, to
12 allow him to move forward with the closing.

13 Q Did you ever secure a fully-signed and recordable
14 road maintenance agreement as required by SCB&T?

15 A I provided a fully-executed road maintenance
16 agreement that was satisfactory to close a loan, based on
17 what was -- led me to believe was being processed. Whether
18 -- the whole argument here is whether SCB&T or Doug Jacobs
19 had the right to impose the guidelines that he was putting
20 on the road maintenance agreement there, which I believe to
21 be false.

22 Q Did you ever provide or obtain a fully-executed
23 and recordable road maintenance agreement as required by
24 SCB&T?

25 A I don't know that SCB&T ever required that. I

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Page 81 of 191

1137

1 think that was Doug Jacobs. That was Doug Jacobs'
2 requirement.

3 Q Okay.

4 A So if he wants to accept responsibility for the
5 bank, I'd be glad to be hear that statement -- to see that
6 his comments were comments on behalf of the bank. So I did
7 not fulfill what Doug Jacobs had required in his emails to
8 me repeatedly for a fully-executed -- although I felt I had
9 all the commitments that were necessary to fulfill his
10 misrepresentations to the road maintenance agreement.

11 Q The answer's no? You never did provide a fully-
12 executed and recordable road maintenance agreement as
13 provided and required by Doug Jacobs --

14 A By Doug Jacobs.

15 Q -- through SCB&T --

16 A By Doug Jacobs.

17 Q As an employee for South Carolina Bank & Trust;
18 right?

19 A I did not provide what Doug Jacobs was asking
20 for.

21 Q And, in fact, you never got all of the signatures
22 that were required on the road maintenance agreement
23 document that was prepared by your attorney, Ken Tootle;
24 correct?

25 A We had all the road maintenance agreements

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Page 82 of 191

1138

1 necessary to close a loan --

2 Q Just answer my question.

3 A -- in this transaction.

4 Q Did you ever --

5 A I'm answering it. That's what I got.

6 Q Did you ever get all of the signatures, in a
7 recordable form, on the document, the road maintenance
8 agreement, that was prepared by Kenny Tootle?

9 A That was requested by Doug Jacobs, no, I did not.

10 Q Okay. And that was a material condition and a
11 requirement of the terms of the financing. You understand
12 that; right?

13 A No, I don't. I don't understand it to be that
14 way.

15 Q Okay. In your fifth cause of action, you allege
16 unfair trade practices. What do you allege was unfair and
17 deceptive under unfair trade practices by SCB&T, if it's
18 anything different than the road maintenance agreement.

19 A There's some other possible theories that I still
20 have not developed, and I'll have a clearer idea of what
21 that's going to be after the depositions and discovery of
22 next week, but I think it's pretty consistent with what we
23 just talked about in the unfair trade practice.

24 Q Okay. Nothing more than the road maintenance
25 agreement?

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Page 83 of 191

1139

1 A Not at this time.

2 Q Let's go backwards. You had two contracts with
3 Mr. and Mrs. Hamner; is that right?

4 A I did.

5 Q And who prepared those contracts?

6 A Me and Mr. Hamner did those together, with his
7 wife.

8 Q Okay. Who provided the forms?

9 A I printed those off of the South Carolina real
10 estate site.

11 MR. HOLLOWAY: Okay. I think I left the
12 copies on my desk. I've got a whole bunch of copies I
13 made. Here you go.

14 WITNESS: Are these my copies?

15 MR. HOLLOWAY: No. Those go with Mr.
16 Anderson.

17 WITNESS: Will I get -- I'll get copies of
18 those with the transcript; right?

19 MR. HOLLOWAY: I'm going to give you copies.
20 Yes, they come with the transcript, too.

21 WITNESS: Is there anything in here that
22 you've submitted so far that has not been presented in
23 discovery?

24 MR. HOLLOWAY: Everything that's been
25 provided is Bates-stamped as provided in discovery.

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Page 84 of 191

1140

1 okay?

2 WITNESS: Are you allowed to present
3 anything that you haven't already provided in
4 discovery?

5 MR. HOLLOWAY: Well, I can't tell you how to
6 practice law, but what I can tell you is that --

7 WITNESS: I'm not asking about practicing
8 law. I'm talking about the rules of depositions.

9 MR. HOLLOWAY: The rules require -- my
10 understanding is that the rules require anything
11 that's not already provided in discovery should be
12 provided two days in advance of the deposition. And
13 if it is provided in the deposition, you have the
14 right to review it. You have the right to take as
15 much time as you want to review it before you answer
16 questions about it.

17 WITNESS: Okay.

18 (Brief recess.

19 MR. HOLLOWAY: Would you mark these as
20 exhibits, please?

21 (WHEREUPON, two documents were marked as
22 Defendant's Exhibit Numbers 5 and 6 to the Benjamin
23 Gecy Deposition.)

24 BY MR. HOLLOWAY:

25 Q -- This is marked as Exhibit 6. -- This is the --

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Page 85 of 191

1141

1 agreement to buy and sell real estate. Take a minute to
2 look at that and then tell me when you're ready to receive
3 the questions on that document.

4 A (Witness peruses document.) Okay.

5 Q Is this the contract for the sale of real estate
6 that you owned on 10 Meredith Lane to Jaime and Deborah
7 Hamner?

8 A Yes.

9 Q Okay. Y'all entered into this contract on
10 February 3rd of 2010?

11 A That's what the document says.

12 Q Okay. And the purchase price for that land was
13 \$150,000; right?

14 A That is correct.

15 Q Number 4. This contract is subject to financing.

16 A That is correct.

17 Q All right.

18 A And there's no -- nothing checked, as far as the
19 type of financing the buyer was pursuing.

20 Q So they could pursue any kind they wanted to?

21 A It just says, "Financing to be obtained by:
22 conventional, seller, VA, FHA or other." They didn't check
23 any of those.

24 Q Okay. So your interpretation is they could have
25 applied for any type of financing they wanted to; right?

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Page 86 of 191

1142

1 A Maybe; maybe not.

2 Q Number 5. Earnest money. Did you collect \$2,000
3 at the time of the signing of the contract?

4 A Yes, I did.

5 Q What did you do with that \$2,000?

6 A I don't recall. I deposited the check.

7 Q Did you return the money to the --

8 A I did not.

9 Q -- Hamners?

10 A (Witness shakes head; no verbal response.)

11 Q Did you obtain any other deposits from them?

12 A Yes, I did.

13 Q How much -- what other deposits did you obtain?

14 A I believe there was a 10-or-\$12,000 crawl space
15 deposit Mr. Hamner wanted to deposit with us.

16 Q Okay. And all of the monies that the Hamners
17 provided to you in deposit monies were not returned by you
18 to them; correct?

19 A That is correct.

20 Q And they provided for a claim in your bankruptcy
21 action as part of their counterclaim for the return of
22 those monies; correct?

23 A I don't know that they filed it as part of the
24 counterclaim. I think they just filed it as an unsecured
25 creditor to the state, and nobody objected to it, and the

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Page 87 of 191

1143

1 state paid them some money, and they should be considered
2 lucky.

3 Q They're lucky to get back \$786?

4 A Yeah, I believe so. A lot of creditors didn't
5 get anything.

6 Q They were unlucky?

7 A Unlucky.

8 Q Number 6. Loan processing and application.

9 Buyer's obligation. This agreement is contingent on the
10 buyer obtaining said loan. There are no conditions in this
11 agreement as to what percentage of loan is required, et
12 cetera; correct?

13 A I don't know. Conditions? I mean, there's
14 nothing filled in in the blanks. And we did that, Jaime
15 and I, because he was unsure what type of loan he was going
16 to be pursuing on this thing, and he had to contact the
17 necessary people to see if he could work out something that
18 worked with his personal position, or financial position.

19 Q All right. Mr. and Mrs. Hamner did apply for a
20 loan. You're aware of that; correct?

21 A Yeah.

22 Q And it was through SCB&T?

23 A Yeah. And I referred them to them.

24 Q Okay.

25 A It also says in that area number 6, "Buyer

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Direct by Holloway

Page 88 of 191

1144

1 further hereby gives permission to lender to disclose
2 pertinent information concerning the buyer's credit
3 worthiness or any other information needed for the loan
4 processing to the listing or cooperating broker/agents. If
5 buyer fails to comply with these above conditions, buyer
6 shall be in default of this agreement subject to the terms
7 of paragraph 18."

8 Q Do you allege that he was in violation of that
9 sentence?

10 A No. I just wanted to put that on the record.

11 Q Okay. Number 7. Well and septic tank and sewer
12 availability. Did you provide --

13 (Brief interruption.)

14 BY MR. HOLLOWAY:

15 Q Do you know if any septic tank or sewer
16 availability was acquired as part of this process?

17 A I'm not sure if I had the one specific septic
18 approval, but I'd had some studies and some consultations
19 done to where we could get eight to ten septic tanks on
20 this particular property, so I was certain that we could
21 get it. Maybe I had a specific septic approval; maybe I
22 didn't. I'm not sure whatever happened with that, but
23 there has been -- I don't know when it was applied for and
24 received for a septic tank approval.

25 Q -- All right.

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Page 89 of 191

1145

1 A That was not, from my understanding, a condition
2 with the bank.

3 Q It was -- well, if you look at paragraph 13, it
4 was a condition of the contract --

5 A Yeah.

6 Q -- between you and Mr. Hamner; correct?

7 A Okay.

8 Q Right?

9 A Yeah.

10 Q Do you see paragraph 13? The second page.

11 A (Witness peruses document.) Yeah. Yeah.

12 Q Paragraph 9. "Conveyance shall be made subject
13 to all easements as well as covenants of record, and to all
14 governmental statutes, ordinances, rules and regulations.
15 Seller agrees to convey by marketable title and deliver a
16 proper general warranty deed, if applicable, free of
17 encumbrances, except as herein stated. Seller agrees to
18 pay all statutory deed recording fees. The deed shall be
19 delivered at the stipulated place of closing, and
20 transaction closed on or before March 5th, 2010, no later
21 than 9:00 p.m. Time is of the essence." Do you see that?

22 A Yeah, and that's a -- that's another problem with
23 this whole transaction, because I did have some people
24 slander my title and say I did not have proper access to it
25 when I did, and my deed did reflect that, so -- we'll see

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Page 90 of 191

1146

1 how that goes next week, also.

2 Q Explain that. What do you mean?

3 A Well, you know what a slandered title is.

4 Q Tell me what you understand it to be.

5 A Well, you can't go out there and tell people that
6 you don't have adequate access to your property when you
7 actually do. That is slandering your title.

8 Q And who did that?

9 A I don't -- we're going to find out next week.

10 Q If you know now --

11 A There were statements -- there were statements
12 made by individuals that I didn't have the right to do what
13 Jaime and I were trying to do on that road, and that
14 slandered my title, as far as what I had, and the legal
15 documents that I had that allowed me to do everything that
16 we were focused on doing, and I did -- I do believe I
17 received some letters from some attorneys, or an attorney,
18 saying that I either had a title defect or had problems
19 with the easement.

20 Q All right. Let's break this down. Somebody made
21 some statements that you and Jaime did not have a right to
22 do what you were trying to do. What were you trying to do?

23 A Properly convey my property over to Jaime Hamner,
24 as the seller, and give him the 50-foot easement that was
25 documented on my title and deed. -- That got -- gave him open

1 access to not have anyone restrict his access coming in or
2 out.

3 Q Okay.

4 A For either an RV that he may have wanted to have,
5 a boat, or, more importantly, fire or safety access.

6 Q Okay.

7 A And I informed Jaime that, you know, we have 50
8 feet here and that you have the ability to, you know,
9 improve that 50 feet if you feel it necessary. The deed
10 allows you to do that. People can't restrict your ingress
11 and egress into this property.

12 Q And who do you allege sent a letter or said that
13 that was not possible?

14 A You know, John Ferguson had some issues with
15 that. I'm currently researching to see if Bruce Vanhorn
16 and Doug Jacobs made those statements, as representatives
17 of the bank. And I feel that Frampton Harper has made some
18 slanderous statements to my title, which I could be wrong,
19 but that's the way that I've interpreted some of his
20 letters and threats.

21 Q Letters to you?

22 A Um-hum, on behalf of Jaime Hamner.

23 Q And what about Doug and Bruce? What do you
24 allege that they said or did?

25 A You know, I'm going to go back and research and

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Page 92 of 191

1148

1 make sure that there has been none. If there have, I'm
2 contemplating, you know, possibly amending my complaint
3 some more.

4 Q To add parties to add causes of action for
5 slander of title?

6 A (Witness nods head; no verbal response.)

7 Q Okay. Is that yes?

8 A That is a yes.

9 Q All right. Pursuant to paragraph 9 of the
10 complaint, did this transaction close on March the 5th?

11 A No, it did not.

12 Q Okay. And why do you contend it did not close on
13 March the 5th?

14 A I'd have to go back to the emails that happened
15 right around that period of time.

16 Q Okay.

17 A --- Obviously, the road maintenance agreement was an
18 issue. The appraisal was a concern of mine, as far as how
19 my money was going to be disbursed. And I had -- I had a
20 conflict of interest problem with Patrice Moody preparing
21 that appraisal next door. That was something that I
22 thought the bank, through their process, should have
23 notified me, as the seller, to let me know that my neighbor
24 was appraising the property, or at least she should have
25 informed them that she lived directly adjacent to the

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Direct by Holloway

Page 93 of 191

1149

1 property.

2 Q Why did you get a separate appraisal?

3 A I felt that the appraisal that Patrice Moody had
4 prepared, one, was unfair to the transaction. There were
5 errors in the original appraisal, that did not accurately
6 value the square footage that was in the home that Jaime
7 and I had agreed to build. That appraisal came in. The
8 numbers were still where they were, but we had to go back
9 and add some different rooms and square footages and, I
10 guess, have a more accurate appraisal of the rooms and
11 square footages that were actually being constructed on
12 that property. I also felt that her opinion of the land
13 there was not a fair opinion.

14 Q Her opinion was \$115,000 for the value of the
15 land?

16 A Yeah.

17 Q And your contract for the sale of the land was
18 \$150,000?

19 A Yeah. And I thought the property was worth a
20 considerable amount more than that.

21 Q Okay. Go to paragraph 21.

22 A (Witness complies.)

23 Q Appraised value. The lot or parcel with building
24 and improvements thereon, if any, must appraise, according
25 to the lender's appraisal or other appraisal as agreed, for

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Page 94 of 191

1150

1 the selling price or more, or the seller may elect to sell
2 for the appraised value. In such a case, the buyer agrees
3 to proceed with the consummation of this sale at a reduced
4 price. However, if the seller does not agree to sell at
5 the appraised value, the buyer shall have the option of
6 proceeding with the consummation of the agreement without
7 regard to the amount of the appraised value. Do you see
8 that?

9 A Um-hum.

10 Q In this contract, you agreed with the Hamners
11 that the appraisal must be in accordance with the lender's
12 approval, did you not?

13 A In this contract, I agreed to sell a piece of
14 land to Mr. Hamner right here. All right?

15 Q Yeah.

16 A And the bank ordered a land appraisal.

17 Q Um-hum.

18 A There was never a land appraisal completed on the
19 property. That contract stipulates that there should be an
20 appraisal completed on the land. The appraisal Patrice
21 Moody did was not a land appraisal.

22 Q She appraised the land at \$115,000 --

23 A She did a site value. She did a site value for
24 the land. That's not a land appraisal.

25 Q The appraisal, under this contract, is within the

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Page 95 of 191

1151

1 discretion of the lander. That's the agreement that you
2 made with Mr. Hamner, did you not?

3 A The contract's for both parties and --

4 Q That's right.

5 A -- the appraisals have to appraise what both
6 parties are agreeing on. If I'm selling him a piece of
7 land and they order a land appraisal, there should be a
8 land appraisal done. In the case that we have, we've got
9 construction and we've got land. She did a combined
10 appraisal, where the value was substantially higher than
11 both contracts put together. The only issue at hand was
12 how my money was going to be disbursed from 115 to
13 \$150,000.

14 Q So you allege that the appraisal was not proper,
15 also?

16 A Based on --

17 Q The bank's appraisal?

18 A Based on what was ordered from SCB&T, I don't --
19 I don't think that she followed the instructions properly,
20 based on what they ordered.

21 Q Okay. I take it you did not elect to sell it at
22 the appraised value of \$115,000 for the land?

23 A No, I -- that's not fair. That's not fair to
24 say. I spoke with Bruce and I had concerns about it. You
25 know, Bruce informed me -- and I was sympathetic to the

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Page 96 of 191

1152

1 current economic conditions with banks -- that he could not
2 overdraw it. Bruce agreed that another appraisal is
3 warranted. Let's see what it comes in at, and then we can
4 make some decisions from there on how your money is going
5 to be disbursed. There was never, "This appraisal doesn't
6 work. This deal's a dead deal. Sorry, Ben. Move on to
7 another buyer."

8 MR. HOLLOWAY: Would you mark this, please?

9 (WHEREUPON, a document was marked as
10 Defendant's Exhibit Number 7 to the Benjamin Gecy
11 Deposition.)

12 BY MR. HOLLOWAY:

13 Q Take a moment to review that, please. That's
14 Defendant's Exhibit 7.

15 A (Witness complies.)

16 Q Would you read that letter out loud, please?

17 A "Mr. Tootle: As requested by Mr. Gecy, I'm
18 writing this letter to express my intent concerning 10
19 Meredith Lane. I am withdrawing my interest in this
20 contract because stipulations in the contract were not met.
21 The land did not appraise for the agreed upon amount. I am
22 unable to secure 100 percent financing on a loan because
23 Mr. Gecy was unable to provide a single road maintenance
24 agreement or" -- excuse me -- "a signed road maintenance
25 agreement. This agreement is a requirement for the loan

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Direct by Holloway

Page 97 of 191

1153

1 that I am trying to acquire.

2 "I attempted to set up a time with Mr. Gecy to
3 address these matters, but he told me his schedule was busy
4 and that we should just talk over the phone. He was in
5 agreement with my concerns. Mr. Gecy intends on clearing
6 the property tomorrow, even after I have told him my
7 concerns. I do not authorize him to start building a
8 foundation on the house. We have not closed on this loan
9 and I do not want to improve a property that I am no longer
10 purchasing. I have offered alternate solutions around the
11 road maintenance agreement by suggesting we enter
12 elsewhere, but Mr. Gecy wants no part in that option.

13 "To date, Mr. Gecy has received \$2,000 of earnest
14 money from me. I have also paid him \$12,700 for a crawl
15 space on the new house. Mr. Gecy is supposed to pay \$3,000
16 of my closing costs, which is a carryover from the house
17 that he had helped me sell. I lowered my house price lower
18 than I wanted and he agreed to pay the difference on the
19 other end.

20 "If you have any further questions, my number's
21 271-4177, area code 843. Very respectfully, Jaime Hamner."

22 Q All right. So you received notice, or at least
23 your attorney, Ken Tootle, received notice from Mr. Hamner
24 that the appraisal was deficient and the road maintenance
25 agreement was not provided, and, therefore, the deal was ---

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Page 98 of 191

1154

1 dead?

2 A No, we didn't -- we didn't have anything saying
3 the appraisal was deficient.

4 Q He wrote that in his letter.

5 A That's Jaime's opinion of what happened with the
6 appraisal.

7 Q You just told me before --

8 A Not the lender's.

9 Q -- that you had never received a notice from
10 anybody that the appraisal was deficient.

11 A No, from the bank, saying that it was not
12 deficient. Jaime's not the bank; he's the buyer.

13 Q Okay. So you're saying the buyer doesn't have
14 any right to reject a deficient appraisal?

15 A No. I'm telling you the way his bank was
16 setting up the financing, that, you know, the total package
17 appraised for more than what the combined sales prices were
18 and they were prepared to close. As you have in
19 production, there's dozens of correspondences that more
20 forward with the transaction to the April 5th or 6th
21 deadline, that never discussed the appraisals at issue.
22 The only issue at hand was the road maintenance agreement,
23 not an appraisal; therefore, which led me to believe a
24 misrepre -- and if that was the case, they misrepresented
25 -- to me that the road maintenance agreement was the only

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Page 99 of 191

1155

1 condition left on the loan. And I believe we have emails
2 from the bank and Doug Jacobs, and/or Bruce, saying that's
3 the final condition.

4 Q You acknowledge that you received that letter?

5 A I did receive that letter.

6 Q Okay.

7 A I don't -- there's no date on it, so I don't know
8 when I received it.

9 MR. HOLLOWAY: Mark this, please.

10 (WHEREUPON, a document was marked as
11 Defendant's Exhibit Number 8 to the Benjamin Gecy
12 Deposition.)

13 BY MR. HOLLOWAY:

14 Q I'm showing you what's been marked as Defendant's
15 Exhibit 8. Read that, and then read it aloud.

16 A (Witness peruses document.) "Michelle, I
17 received a very disturbing call today from Jaime Hamner.
18 He has informed me he is backing out of the sale. Please
19 confirm his position and status so I can proceed
20 accordingly. I need an answer on this right away, as I
21 have half-a-dozen people scheduled to work on the property,
22 with most of them not being able to be reschedule."

23 Q Okay. That's dated March 10th; right?

24 A Dated March --

25 Q 2010?

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Page 100 of 191

1156

1 A -- 10th.

2 Q All right. So, at least by March 10th, you were
3 aware that Mr. Hamner was unsatisfied because of the
4 inability of the appraisal, at least in his opinion, to
5 meet the requirements of the bank, and the inability to
6 produce a recordable, required road maintenance agreement;
7 correct?

8 A Mr. Hamner had -- he had a lot of issues at that
9 time.

10 Q Okay. The deal was dead as of March the 10th,
11 2010?

12 A I -- that's Jaime's side of it. I mean, that's
13 his opinion. That's his evaluation of where the thing
14 stood. He wanted to, you know, either back out, which I --
15 you know, maybe it's a breach, maybe it's not. That's why
16 we're requesting a jury trial, to find out.

17 Q Okay.

18 A And I think any -- any problems that Jaime may
19 have stated in that letter -- maybe there were clauses in
20 the contract that allowed me, as the seller, to possibly
21 cure those, because I have rights in the contract, as well.

22 Q Take a moment to review the contract that's in
23 front of you for the sale of land and find me any provision
24 in that contract that allows you to cure that default.

25 A -- What default? What default are you talking --

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Page 101 of 191

1157

1 about?

2 Q You just said there was an option -- there may be
3 options in the contract to allow you to cure deficiencies.

4 A Deficiencies. I didn't say "default"; okay?

5 Q I stand corrected.

6 A What if there's a title issue? I've got an
7 extension to cure any type of title deficiency. I didn't
8 have any title deficiencies. You guys or -- the bank's
9 requiring a road maintenance agreement. That's not a title
10 issue. I've got a properly recorded easement that gives
11 adequate access to the property, and I've always had that.
12 The bank imposed a road maintenance agreement guidelines
13 for a loan that they weren't even processing at the time.
14 So I -- you know, that was the other problem I had with it.

15 ut let's go to -- let's see here. And I guess
16 what I probably am referring to is the order form from
17 South Carolina Bank & Trust, which says there may be
18 multiple appraisals ordered on property, and probably the
19 guidelines from the VA that if property does not appraise,
20 there is an option that you can order another appraisal, as
21 long as the expense isn't created for the buyer. He's not
22 charged with that.

23 Q Do you allege that the bank in any way promised
24 that to you --

25 A The bank allowed --

1 Q -- as the seller?

2 A The bank allowed me to order a new appraisal and
3 they accepted that new appraisal, and they never denied
4 Murray Steen's appraisal anywhere.

5 Q Let's see. You're saying that when Bruce says,
6 "Ben, if you are willing to pay for the appraisal and delay
7 closing some more, we are okay with getting another
8 appraisal done" --

9 A Um-hum.

10 Q You're taking that as Bruce giving you permission
11 to go get an appraisal?

12 A Bruce did give me the authority.

13 Q Under this email?

14 A No.

15 Q Is that what you meant?

16 A Not in the email. In the meeting we had after
17 that email. And he accepted that appraisal when we went
18 to that meeting, and no one ever challenged that appraisal
19 after that -- no one.

20 Q Paragraph 22 in the complaint, Ben.

21 A Of the complaint?

22 Q Or excuse me. Of the contract.

23 A Which one?

24 Q Sale of land.

25 A Paragraph 22.

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Page 103 of 191

1159

1 Q Did you provide an Army Corps letter?

2 A That's all recorded in the survey at the
3 courthouse on that land.

4 Q Did you provide it?

5 A It's provided as public record.

6 Q Okay. Do you see paragraph 26 of the contract?

7 A Yes, sir.

8 Q If this contract is the binding agreement, it's
9 the only agreement, and any changes need to be writing in
10 a separate addendum, do you have any other -- other than
11 the contract of new construction, do you have any other
12 contracts with anybody? Hamners? SCB&T?

13 A Not that I know of.

14 Q Okay. Would you look at -- where's that
15 contract? Defendant's Exhibit 5, please. Do you recognize
16 that document?

17 A Yes.

18 Q Okay. What is that?

19 A It's the new construction contract for the
20 vertical construction we were doing on the property.

21 Q Okay. What was the purchase price?

22 A One hundred fifty-six thousand nine hundred.

23 Q Okay. And the method of payment?

24 A Subject to financing.

25 Q And if financing was not provided, then this

1160

1 contract was dead; right?

2 A No. I mean, I don't agree with that statement.

3 Q If the financing was not approved by the lender,
4 isn't this contract contingent, under paragraph 5 --

5 A It is contingent --

6 Q -- subject to --

7 A It is contingent upon financing by the lender.
8 But if the lender fails to fulfill their obligation to
9 both parties on the contract, then I have remedies at law
10 against that, as the seller, and that's the basis of my
11 complaint and allegations. The lender acted
12 inappropriately.

13 Q Okay.

14 A And they interfered with my contract and Mr.
15 Hamner's contract on it. And, you know, maybe Mr. Hamner
16 would have closed on that property if SCB&T would have said
17 something; maybe he wouldn't have. But we'll find that
18 out. And in good faith, with the email received from Mr.
19 Hamner, it sounded like he was prepared to close on that,
20 knowing that Mr. Ferguson had signed the road maintenance
21 agreement.

22 There's a -- that's why he sent me the email
23 telling me the colors that he wanted on it after that
24 conversation. I was excited about that, that this whole
25 deal was put to rest, but everybody went silent and would

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Page 105 of 191

1161

1 not respond to me, nor would they respond to Mr. Tootle's
2 request for loan packages.

3 Q You knew that they required a valid, recordable
4 signed road maintenance agreement by all parties, and you
5 tried to obtain that, didn't you?

6 A I went above and beyond my obligations to the
7 contract with what we signed to help them out with the road
8 maintenance requirements, knowing that Doug Jacobs was
9 unreasonably asking repeatedly for all parties to sign the
10 road maintenance agreement. And I went out there and tried
11 to help Mr. Hamner -- and, obviously, myself -- fulfill
12 what I considered very unreasonable conditions by Doug and
13 the bank.

14 Q And you were unable to secure a validly signed
15 road maintenance agreement by all required parties, by the
16 bank, before the contract expired by its own terms?

17 A I received signed road maintenance agreements;
18 valid road maintenance agreements, for any financing that
19 should have taken place on that property.

20 Q There's a lot of correspondence, Ben, between the
21 parties -- SCB&T, Kenny Tootle, you -- that says this
22 agreement needs to be signed by all the people that live on
23 the road, all their names are defined, all the signatures
24 are put on there --

25 A And I'm telling you that's a misrepresentation.

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Direct by Holloway

Page 106 of 191

1162

1 Q Let me finish. Let me finish my statement. And
2 you knew that, and you attempted to get these people to
3 sign the agreement, and you were unable to do that, weren't
4 you?

5 A No, because Ken Tootle and I knew, and we had
6 asked the other parties, that the way we see it, only one
7 person needs to sign the road maintenance agreement and
8 that should be adequate, and they got turned down for that.

9 Q Are you --

10 A And I think Ken Tootle will testify to that.

11 Q Are you saying that Ken Tootle did not prepare a
12 document for all those folks that live on that road --

13 A After he --

14 Q Let me finish --

15 A -- was denied.

16 Q -- my question. Ken Tootle prepared that
17 document, that road maintenance agreement that we're going
18 to go through, and it had a lot of signatures on it --
19 signature lines for the people that live on here, and you
20 asked all of those people to sign that agreement, didn't
21 you?

22 A I did pursue all those people.

23 Q And you were not able to get all of those
24 signatures on that agreement before the contract expired;
25 correct?

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Page 107 of 191

1163

1 A I had commitments from those people. I did not
2 have signatures on all of the ones that Doug Jacobs
3 required in his email -- Doug Jacobs' reference to all the
4 parties?

5 Q Correct.

6 A That is correct.

7 Q But yet you wrote to the parties that you did
8 have all of those signatures and all of those people and
9 that you were prepared to provide --

10 A That's not that I said in my email.

11 Q You didn't say that?

12 A No.

13 Q You didn't --

14 A I said that I had all the parties; all right?
15 And the parties I was referencing were the ones necessary
16 to fulfill a valid road maintenance agreement, and that's
17 my email.

18 Q But you were not intending to have a valid road
19 maintenance agreement as required by the terms of SCB&T?

20 A By Doug Jacobs.

21 Q You knew that the transaction would not close
22 under those terms, did you not?

23 A By Doug Jacobs and his comments. I never
24 received anything from an SCB&T underwriter, or anything
25 else, other than Doug Jacobs, saying he needed all parties

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Page 108 of 191

1164

1 to --

2 Q That's a yes, right? You knew that the
3 transaction would not close without all of those signatures
4 in a recordable form, did you not?

5 A No, because we had conversations of those
6 individuals being able to sign that document at closing.
7 We had conversations on that.

8 Q What individuals?

9 A I had those conversations with Bruce.

10 Q What individuals signing at closing?

11 A As far as I knew, all of them.

12 Q So you were going to provide all of the
13 signatures as required by Doug Jacobs, as contained on the
14 road maintenance agreement prepared by Kenny Tootle, and
15 you were going to do that at closing?

16 A I was going to prepare the -- I was going to
17 provide the ones that we had in writing, and it was my
18 understanding that we had commitments from everybody that
19 had a deed to the road maintenance agreement. And as
20 you've provided from Ms. Chalmers, she's testified that
21 that never happened. I can't help it if she's changed her
22 mind after the fact. So that affidavit will speak for
23 itself and the emails that they sent to me will speak for
24 themselves.

25 Q What were you intending to provide at closing? A

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Page 109 of 191

1165

1 fully-executed document by all the parties listed on that
2 agreement as prepared by Kenny Tootle or something
3 different?

4 A I was in hopes that we could get all of the
5 people at closing to sign the RMA that Doug would -- that
6 Doug had requested. But I knew that two out of the four,
7 or three out of the four, would have been adequate for a
8 road maintenance agreement requirement, regardless of Doug
9 asking for all the parties.

10 Q You knew that SCB&T would not finance and close
11 that loan without that document, as required, in the form
12 as prepared by Kenny Tootle with all those signatures?

13 A I knew that Doug Jacobs was not allowing SCB&T to
14 close; that's what I knew.

15 Q You knew that would not close without all of
16 those signatures; correct?

17 A --I knew that Doug Jacobs' comments requiring all
18 the parties was restricting the closing from happening.

19 Q Well, why do you think that Doug Jacobs was not
20 acting on behalf of SCB&T, as their employee, as their
21 mortgage originator? I don't understand. Why are you
22 separating --

23 A I'm not separating, but -- I've sued SCB&T over
24 that, as well, but those statements came from Doug Jacobs.
25 If you want to say SCB&T, that's fine. Maybe it was just

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Direct by Holloway

Page 110 of 191

1166

1 Doug Jacobs' comments. Maybe that was his interpretation
2 of the road maintenance agreement. We're going to find
3 that out in his depositions and the other individuals we're
4 going to depose.

5 Q All right.

6 A Now, with that being said, you know, Jaime and
7 I went to great lengths to try and fulfill Doug's
8 requirements on that, and maybe the bank's. So, really,
9 was that a bank's condition? Was that an underwriting
10 condition? Was that a guideline condition? I hope you
11 guys provide me that documentation. And if it is, it might
12 change the whole course of what we're dealing with here.

13 Q You were advised by Mr. Jacobs that -- all the
14 parties were advised that a road maintenance agreement in
15 the form that was provided and asked for and prepared by
16 your lawyer, Kenny Tootle, was required; right?

17 A That was Doug Jacobs' requirement. Did he have
18 the authority to issue that? Did he have the authority to
19 create a guideline or misrepresent another guideline? I
20 don't know. Did he misrepresent it? Did he create that
21 condition? That's what we're going to find out in
22 discovery.

23 Q Okay.

24 A And I hope we get an answer to that, Tom,
25 because the information that I have researched and the

1 documentation that I have seen, that I plan on issuing here
2 as discovery, say otherwise.

3 Q What documents and information are you referring
4 to?

5 A Underwriting manuals from every program available
6 on the market right now.

7 Q Such as what?

8 A USDA, FHA, conventional, VA.

9 Q And you allege that those applied to Doug's --

10 A Doug misrepresented what those documents say.

11 Q Explain that more. What did he -- what did he
12 represent that those --

13 A You don't need all parties to sign a road
14 maintenance agreement on any of those programs.

15 Q If he -- did he -- are you contending that Doug
16 Jacobs represented that FHA, or VA, or some other federal
17 program, has requirements for a road maintenance agreement?

18 A Well, I'm sure that SCB&T -- unless I'm
19 understanding this incorrectly, SCB&T was rolling this loan
20 to a permanent loan, which was a VA loan; right? Is that
21 -- I mean, that's what you put in some of your responses:
22 that it was rolling to a permanent loan, and conditions for
23 that permanent loan were part of the road maintenance
24 agreement. Is that not the case of what we're dealing with
25 here?

1 Q If that's your understanding, I'll let you talk,
2 but --

3 A Well, I mean, I --

4 Q -- I ask the questions in the deposition.

5 A Okay. Okay. And I'm going to ask my questions
6 in my deposition.

7 Q Sure.

8 A So the way I understand it, the way you've
9 answered my questions -- and maybe you didn't answer them
10 right. I don't know. We'll go back and review that. But
11 you guys were rolling over to a permanent loan, and part
12 of that permanent loan required the road maintenance
13 agreement, and Doug's comments on that road maintenance
14 agreement are inaccurate with those guidelines.

15 Q My question is, do you allege that Doug Jacobs
16 told you that some federal program or guideline required
17 him to obtain a road maintenance agreement?

18 A Doug was referring to other underwriters, and
19 I'll have to go back and see which specific entities he
20 referred to and why he needed that. He didn't come out and
21 say, "I, Doug Jacobs, am requiring this. Our underwriter
22 needs this." Okay?

23 Q Okay.

24 A I want to know who the underwriter was. I want
25 to know what type of loan they were processing there, and I --

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Page 113 of 191

1169

1 want to see those underwriting guidelines from the bank.
2 And I know if the bank is doing the loan, they're selling
3 that loan or getting insurance on that loan, and it's
4 either going to be USDA, RD, FHA, VA, or whatever else.
5 And there's guidelines for -- and you may not know this.
6 There's lender guidelines for every one of those programs
7 and they're clearly spelled out. You can go on the
8 internet and pull them all up and it tells you exactly what
9 the guidelines are, and none of them say that all parties
10 have to sign the road maintenance agreement, Tom. None of
11 them.

12 Q If Mr. Jacobs received word from his underwriter
13 that the road maintenance agreement was required on a
14 private dirt road to access the property, how is that a
15 misrepresentation?

16 A The underwriter's supposed to follow the
17 underwriting matrix and what the guidelines are in the
18 underwriting matrix.

19 Q If he was following instructions from his
20 underwriter, how is that a misrepresentation?

21 A Well, then, that's why we need to find out who
22 that underwriter is. I'm saying that a clear statement is
23 -- the way my opinion is, is Doug's requirement of all
24 parties signing the road maintenance agreement is a
25 misrepresentation of all the underwriting guidelines that I

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Page 114 of 191

1170

1 ever reviewed.

2 Q This contract for the construction of the home
3 did not close, and, in fact, expired in April of 2010;
4 right?

5 A That is correct.

6 Q Okay. Paragraph 9 provides that the seller is
7 to pay \$3,000 of the buyer's closing costs. Why were you
8 going to do that?

9 A I can't remember why we came up with the \$3,000
10 in closing costs. Mr. Hamner was trying to obtain a 100
11 percent financing loan, and as with almost every one of the
12 contracts that I sell property on, or build houses for, we
13 try to compensate and give them some type of incentive for
14 closing costs, and I would say that nine point -- nine
15 times out of ten that the buyer gets some type of
16 incentive.

17 Q -- Did you short the sale on his home on Magnolia
18 Lane by \$3,000 and promise to kick it back over to him in
19 the transaction on constructing the home?

20 A I didn't short anything, other than my
21 compensation on the buyer that I was representing with his
22 -- Mr. Hamner wanted a higher price for his home than the
23 buyer was willing to pay. The buyer could not afford the
24 payments at the price that Jaime Hamner was holding steady
25 at, and I agreed to lower my commission on the mortgage to

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Page 115 of 191

1171

1 make that transaction happen. And I believe that maybe
2 Jaime and I did structure some type of agreement that says,
3 you know, hey, you know, let's make this deal work. If it
4 works out, I'll agree to pay you \$3,000 or some portion of
5 your closing costs on the next transaction.

6 I don't -- I don't disagree with that. I mean,
7 I think that was the conversation that, you know, Jaime and
8 I had, and it was probably, you know, part of the
9 negotiations on this transaction.

10 Q Okay. You're in the lending business; right?

11 A I'm in the mortgage brokering business.

12 Q You're a loan originator like Doug Jacobs; right?

13 A I don't -- I mean, is that his title? Doug lends
14 money. I don't have the ability to lend money.

15 Q You originate it and then place it with lenders,
16 and then a lender sends you the requirements that are
17 necessary to fulfill the obligations. You facilitate that
18 between the person that's requesting the financing with the
19 lending institution; right?

20 A Yeah, but I think Doug might have some additional
21 responsibilities working with a federally-chartered bank
22 or, you know, making decisions on credit.

23 Q That's right, because he's got obligations to
24 follow federal regulations and federal laws, as well as
25 state rules --

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Page 116 of 191

1172

1 A Well, no.

2 Q -- and laws?

3 A His bank has the ability to loan money. Now,
4 whatever requirements that bank or -- whatever they allow
5 him to do, I don't know about. But he's got more
6 responsibility than probably I do as a mortgage broker.

7 Q You deal with a lot of lenders, banks, people
8 that lend money; right? Institutions?

9 A A few, yeah.

10 Q And you had other institutions that you could
11 have referred Mr. and Mrs. Hamner to, to obtain financing;
12 correct?

13 A Yeah. We could have flipped his loan to an FHA
14 loan, no problem, and he wouldn't have had a road
15 maintenance agreement issue, because they don't require
16 that.

17 Q Okay. And why didn't you do that?

18 A Because Mr. Hamner wanted to stick with Doug
19 Jacobs, which I thought was very peculiar, considering all
20 the resistance we had with SCB&T.

21 Q What didn't -- I read the correspondence. There
22 were a lot of instances where you keep threatening or
23 telling Doug Jacobs and others that you don't need this
24 situation from SCB&T. You could send it to another lender
25 and have it taken care of for them.

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Page 117 of 191

1173

1 A Yeah, but I had a contract. And it was really up
2 to the borrower. Although I referred him to SCB&T, I
3 couldn't make the decision for Mr. Hamner.

4 MR. HOLLOWAY: Mark this, please.

5 (WHEREUPON, a document was marked as
6 Defendant's Exhibit Number 9 to the Benjamin Gecy
7 Deposition.)

8 BY MR. HOLLOWAY:

9 Q Exhibit Number 9. What's the date of that email
10 where it's highlighted?

11 A From Ben Gecy, February 23rd, to Doug Jacobs,
12 Wendy Grant, Bruce Vanhorn. Subject: Builders risk. Read
13 it for the record?

14 Q Sure.

15 A "Doug, I do not appreciate your email. I want
16 you to remember that I sent this file to you. I do have
17 another lender I can send the file to. If you cannot close
18 on the fifth, I will send it to another bank. Thanks for
19 your help."

20 Q Right. And Doug wrote back and said he can't
21 close it because you haven't provided proper documentation?

22 A You want me to read the whole thing?

23 Q Yeah. Why don't you go ahead and read Doug's
24 response?

25 A "Ben, I guess what I've not properly conveyed in

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Direct by Holloway

Page 118 of 191

1174

1 our emails, but I thought I had in our conversations, is
2 that I cannot send the loan to an underwriter until I have
3 certain items from the customer and from the builder. The
4 Hamners came into the bank after hours on the weekend to do
5 their part to keep this moving forward even with Mr. Hamner
6 being out of town most weekdays on business.

7 "The appraisal could not be ordered until I had a
8 complete set of plans. As soon as you sent them, I ordered
9 the appraisal, which still is not back yet. It should be
10 in this week. I sent you the builder sheet last Friday,
11 early in the morning. I had to call you back because your
12 fax machine wasn't on yet. I still have not seen it.

13 "Also, our processor, Charlotte, has to contact
14 your suppliers and subcontractors to ensure you are in good
15 standing, which you and I talked about on the phone, and I
16 let you know that isn't a simple process due to those
17 suppliers and contractors not being available and not
18 calling back quickly.

19 "So, with all things considered, I feel we are
20 on track to get this closed as soon as possible, but can't
21 give you a definite due date to documents out of my
22 immediate control not being here yet so we can send this to
23 the underwriter. I do thank you for sending this customer
24 over for the construction loan and understand you, too,
25 have been busy with a new baby and congratulations are in

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Page 119 of 191

1175

1 order, so I will let the idle threat of taking this to
2 another lender slide. Please remember, this is essentially
3 a 100 percent construction loan."

4 Q Okay. You never did send it to another lender,
5 as you had promised?

6 A I think that last statement is pretty accurate
7 for what we have on the appraisal. You've got 100 percent
8 construction loan and the appraised value came in over both
9 contracts, and they were prepared to do a 100 percent
10 construction loan, which combined the lot and the
11 construction loan monies.

12 Q Read Bruce Vanhorn's email from March 5th, 2010,
13 to you on Defendant's Exhibit 4.

14 A "Ben, we can only disburse the \$115,000 for the
15 lot portion of the transaction at closing because that's
16 the amount of the appraised value. Otherwise, we would be
17 overdisbursing for the land and loan, in general, at
18 closing. We're already funding almost 100 percent of the
19 construction loan, so we certainly can't be overdisbursed
20 at closing. Based on what has happened with banks in the
21 last two years, and also in our portfolio locally, I can't
22 authorize an overdisbursement of the construction loan."

23 This does not say he's not going to close the
24 loan and the loan is dead. He's saying that he is going to
25 hold monies back, and that's overdisbursing. He's going to

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Direct by Holloway

Page 120 of 191

1176

1 keep the monies for a later date and use that appraisal.

2 Out of courtesy to me and the transaction and the
3 conflict of interest, another appraisal was allowed to be
4 ordered. All right? And I did that. And this email was
5 sent before that meeting we had at which I provided the
6 appraisal, and there was never anything after that said
7 denying it, not authorizing it, or saying that it was
8 inadequate with the appraisal.

9 Q That email's dated March the 5th; correct?

10 A Um-hum. I'm saying we had a meeting after that
11 email.

12 MR. HOLLOWAY: Mark this, please.

13 (WHEREUPON, a document was marked as
14 Defendant's Exhibit Number 10 to the Benjamin Gecy
15 Deposition.)

16 BY MR. HOLLOWAY:

17 Q You've got an email from March the 10th, which
18 is five days later, from you to Michelle, which is Ken
19 Tootle's secretary, I guess, saying that Mr. Hamner has
20 informed him that the deal's -- informed you the deal's
21 dead; correct?

22 A That is correct. And that email created a
23 meeting for all of the minds, to try to figure out how to
24 make this work. And we had two meetings: me and Mr.
25 Hamner went to Mr. Tootle's office; and then Bruce Vanhorn,

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Page 121 of 191

1177

1 Doug Jacobs, Jaime Hamner, and I went to Bruce's office
2 after these emails were created.

3 Q Did you have a new contract signed after March
4 the 10th making a new deal or reinstituting the old one?

5 A No. We exercised the extension agreement in the
6 contracts.

7 Q Okay.

8 A And I believe that is on line number 22,
9 extension agreement. If the transaction has not closed
10 within the stipulated time limit because a contingency has
11 not been satisfied through no fault of either party, then
12 both parties agree to extend this agreement for a period
13 not to exceed 30 consecutive days from the original closing
14 date. Closing shall occur within this time extension, but
15 in no event shall closing occur later than the above
16 extension date. Time is of the essence. That's number 22
17 of the new construction contract.

18 And I believe there's another clause in the other
19 contract, which I would like to read for the record. I've
20 got two new construction contracts here. Where's our land
21 contract? Land contract. Extension agreement, line 29.
22 If the transaction has not closed within the stipulated
23 time limit because a contingency has not been satisfied
24 through no fault of either party, then both parties agree
25 to extend this agreement for a period not to exceed 30

1 consecutive days from the original closing date. Closing
2 shall occur within this time extension, but in no event
3 shall closing occur later than the above extension date.
4 Time is of the essence.

5 Q And it's your allegation that both parties agreed
6 to extend it by 30 days?

7 A I don't think any parties had any other choice.
8 That's what the contract says.

9 Q It says "by agreement of both parties."

10 A I believe that both parties agreed to it. I
11 know that Jaime Hamner prepared that letter, and after
12 discussing -- having a conversation with Ken Tootle and
13 then the bank, we went forward with it.

14 Q Okay.

15 A And I didn't receive any other emails from Jaime
16 Hamner saying that, "Hey, I'm not moving forward on this.
17 Quit working on it. The deal's over. I'm going to seek
18 new legal counsel. Don't call me anymore." Otherwise, he
19 misled me and made me think that he was going to close on
20 the transaction.

21 Q Mr. Hamner?

22 A Mr. Hamner.

23 COURT REPORTER: Would you excuse me just
24 one second?

25 MR. HOLLOWAY: Sure.

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Page 123 of 191

1179

1 (Brief recess. Bruce Jacobs leaves during
2 this recess and is not present for the remainder of
3 the deposition.)

4 MR. HOLLOWAY: Mark these, please.

5 (WHEREUPON, documents were marked as
6 Defendant's Exhibit Numbers 11 and 12 to the Benjamin
7 Gecy Deposition.)

8 BY MR. HOLLOWAY:

9 Q That's Exhibit Number 12. Would you read Doug
10 Jacobs' email to you on February 22nd about the
11 contingencies required.

12 A (Witness complies.) Doug Jacobs -- Monday,
13 February 22nd, 2010, to Ben Gecy and Hamner. "Ben, the
14 loan has three contingencies: (1) the appraisal; and (2)
15 the road maintenance agreement; (3) the builder sheet
16 filled out and verified by the loan processor. Did that
17 get faxed over to Charlotte? I should have the appraisal
18 back this week. Where are we on the road maintenance
19 agreement?"

20 Q Okay. I'm going to show you Defendant's Exhibit
21 Number 11. Do you recognize that document?

22 A (Witness peruses document.) Yeah.

23 Q That's the road maintenance agreement that you
24 asked your attorney to prepare so that you --

25 A No, I didn't --

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Page 124 of 191

1180

1 Q -- can meet the contingency?

2 A I didn't ask my attorney to prepare this.

3 Q You did not?

4 A The attorney prepared this based on what Mr.
5 Jacobs was requiring for the loan. You know, some of these
6 names on here, I don't even know if they have the right to
7 use Meredith Lane per their deed.

8 Q Okay.

9 MR. HOLLOWAY: Mark this, please.

10 (WHEREUPON, a document was marked as
11 Defendant's Exhibit Number 13 to the Benjamin Gecy
12 Deposition.)

13 BY MR. HOLLOWAY:

14 Q Michelle Flood is Ken Tootle's paralegal?

15 A Yes. Was.

16 Q Okay. Did she not write to you on March 5th,
17 2010? -- "Ben, here is the draft of the road maintenance
18 agreement. It's completed with the exception of the final
19 review and approval, so you can provide it to the lender
20 and buyer with status. Thank you." It's marked
21 Defendant's Exhibit Number 13.

22 A (Witness peruses document.) Yeah. I don't
23 disagree with that.

24 Q You secured that agreement and provided it to the
25 bank. You got it from your lawyer, you prepared it, then

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Page 125 of 191

1181

1 you gave it to the bank so you could meet the lending
2 contingency; correct?

3 A Well, this was his lawyer, also. Jaime Hamner's
4 lawyer and my lawyer. And the bank, they've had repeated
5 conversations with Doug Jacobs also on the road maintenance
6 agreement. This was not the first road maintenance
7 agreement that was prepared. Doug Jacobs had rejected
8 other options, other alternatives, other road maintenance
9 agreements.

10 Q That email confirms that they provided it to you
11 and you provided it to the bank; correct?

12 A But this email does not state that this is the
13 exact road maintenance agreement that accompanied -- from
14 this email. There were other road maintenance agreements
15 that were prepared by Ken Tootle and Michelle Flood.

16 So to say that this email references this
17 particular road maintenance agreement, I can't answer that.
18 This appears to be the last one that was prepared. It
19 could be the middle one. I don't know if Glenn Klassa and
20 Stephen Reyna were taken out of there because their
21 addresses are on Francis Marion Circle, not Meredith Lane.

22 MR. HOLLOWAY: Mark this, please.

23 (WHEREUPON, a document was marked as
24 Defendant's Exhibit Number 14 to the Benjamin Gecy
25 Deposition.)

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Page 126 of 191

1182

1 BY MR. HOLLOWAY:

2 Q After you sent that to Doug, please look at
3 Defendant's Exhibit Number 14 and tell me what his reply
4 was.

5 A (Witness peruses document.) "All looks great.
6 The only thing I see is the first person Klassa name is
7 spelled wrong, without an "a" on Glenn. Also, is there
8 something that shows Meredith Lane and all the lots along
9 it so we can include that in the road maintenance agreement
10 for the underwriter. We need to know when this will be
11 signed so we can get a firm closing date."

12 Q Okay. Does that --

13 A Okay. It doesn't say --

14 Q -- refresh your recollection?

15 A It doesn't say that we need to have this signed
16 before we can go to closing. It says we need to know when
17 this will be signed so we can get a closing date, which
18 doesn't eliminate my claim that the road maintenance
19 agreements weren't in that closing condition.

20 But also, Klassa and whoever the other person
21 was, I don't know that their deed gives them a 50-foot
22 access easement on Meredith Lane. Do you? Their address
23 is on Francis Marion. They're got access to a public road.
24 It is, once again, Doug asking for people in the road
25 maintenance agreement that aren't required.

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Page 127 of 191

1183

1 Q There's nothing in there that he's requiring
2 Klassa to be in there. Those are parties that are listed
3 by your attorney in preparing the document as adjacent
4 landowners?

5 A Also, is there something that shows Meredith Lane
6 and all the lots along it (identified) so we can include
7 that with the road maintenance agreement --

8 Q Yeah.

9 A -- for the underwriter. You know, the same thing
10 he issues at the end. He wants an aerial photo of Meredith
11 Lane. Underwriters and banks don't ask for that in road
12 maintenance agreements.

13 Q Your position is --

14 A That's a Doug Jacobs' requirement.

15 Q -- that the lender had no right to ask for a list
16 of adjacent landowners?

17 A I think it's an unreasonable, intentional delay
18 to ask for more information at the eleventh hour that was
19 unnecessary.

20 Q And why are you -- what is your theory on why
21 they were intending to delay this transaction from closing?

22 A That's what we're going to find out.

23 Q No. You brought a lawsuit, and you said in your
24 lawsuit that they intentionally harmed you. Why did you
25 say that? Why do you think that the bank intentionally --

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Page 128 of 191

1184

1 A Well, I mean, the civil conspiracy that I filed,
2 I think it's -- through production, you can let the
3 defendants or other parties -- their testimony speak for
4 themselves.

5 Q You brought a lawsuit and you made allegations
6 and causes of action. You alleged they intentionally
7 fouled this deal and you were harmed. Why do you believe
8 that they intentionally fouled this deal, if that's your
9 claim? Is that your claim?

10 A I do feel that there was intent to issue -- there
11 were misrepresentations made for the road maintenance
12 agreement that were inaccurate, that I consider to be a
13 complete misrepresentation of road maintenance agreements,
14 period, if they were even required for this particular
15 transaction.

16 Q All right.

17 A My argument and my claims are, is that Mr. Jacobs
18 repeatedly requested for conditions that were, one, not
19 conditions to the loan, but was for some other loan down
20 the road, that had nothing to do with this particular
21 closing with me, as the seller, and there was no guarantee
22 that they were going to close on that loan in six months
23 when the permanent financing rolled over, and, they hadn't
24 even ordered the appraisal required for that particular
25 loan.

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Page 129 of 191

1185

1 Q Okay.

2 A And on top of that, by him saying this is the
3 only condition left -- there's dozens of other conditions
4 that Doug Jacobs still had to perform on in order to close
5 on that type of loan he was talking about performing. So I
6 think he misled me, as the seller, there, also, by saying
7 the road maintenance agreement was the final thing we
8 needed in order to close, because there were other things
9 that he needed.

10 Q Such as?

11 A A VA appraisal; a notice of value.

12 Q To close this loan on April the 4th?

13 A Not on this particular loan, which is why it's
14 puzzling that he would take a requirement on a loan over
15 here for permanent -- you know, rollover permanent
16 financing -- and apply it to a transaction that would
17 tender the contracts here and then hold me responsible for
18 something down the road.

19 You need VA builder warranties, a one-year
20 warranty. He didn't get that. You've got to have a VA
21 amendatory clause that the seller and the agents have to
22 sign. I don't think he's gotten that. I've asked for that
23 in production. I'm anxious to see if I did sign something.
24 My records do not reflect that.

25 -- But there are many other things besides this

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Page 130 of 191

1186

1 bogus misrepresentation of the road maintenance agreement
2 that Doug Jacobs was saying was a final loan condition in
3 order to close.

4 So, you either don't have a loan and impose those
5 conditions on this transaction, or you focus on what the
6 conditions of this particular loan were. And I've asked
7 you guys to provide us -- what type of loan were you guys
8 closing on the lot and the construction? Was it a VA loan?
9 Was it an FHA loan? Was it a commercial loan? Was it a
10 conventional loan? That's all important information that's
11 vital to my claims in this complaint, and it's vital to Mr.
12 Hamner's participation in this thing, also.

13 Maybe Mr. Hamner didn't do anything wrong. Maybe
14 it's all the bank. Maybe it's all Doug Jacobs, and maybe
15 he's an innocent victim. And that's what we're going to
16 figure out in these depositions coming up. He may be one
17 of the ones that I release out of this. He may not be.

18 But I think these depositions are clearly going
19 to let us know what happened in that last week, who said
20 what, what were the intentions of Mr. Hamner, what were
21 the intentions of the bank. And that's why I filed my
22 complaint and that's what my pleadings say.

23 So, I'm anxious to get to the bottom of it. I'm
24 sympathetic. This thing has taken a year. Hopefully, you
25 guys are sympathetic that I went through a difficult time

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Direct by Holloway

Page 131 of 191

1187

1 for about a year in bankruptcy that stayed this case. I
2 completely respect that you guys didn't interfere with
3 that, because I didn't have other parties that gave me that
4 courtesy. I tried to follow the rules, and being a pro se
5 litigant, some of my stuff may have been misplaced. All I
6 am is an aspiring law student, and I'm trying to do the
7 best I can, based on what's in the computer and the rules
8 that -- you know, the South Carolina website.

9 So, with that being said, I wasn't trying to -- I
10 was upset about the deposition. You were right within the
11 rules, but as far as how that applies to the procedure of
12 discovery, this is just a waste of time, because we're
13 going to have to have it again, based on your answers,
14 unless you just don't answer them and don't provide the
15 information that I've requested. And I believe those dates
16 are coming up in, what? Three or four days? Is that
17 correct?

18 Q I ask the questions. Your last -- the last time
19 you answered a question was a few minutes back. You seemed
20 to say that you producing a valid, signed road maintenance
21 agreement, as required by SCB&T, was made an at-closing
22 condition. Where do you --

23 A It was agreed upon on all the parties that it
24 could have been an at-closing condition to expedite this
25 closing and to help everybody get this thing over with.

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Page 132 of 191

1188

1 Q Okay. But when do you allege that the closing
2 had to occur by? What date?

3 A It had to occur by the extension, which is in the
4 contract. Whatever that 30-day extension was.

5 Q Okay. And if that road maintenance agreement
6 was not signed by all the parties in a validly recordable
7 document, then you weren't able to meet an at-closing
8 condition anyway, if, in fact, it was one?

9 A No. I think I would have still fulfilled it,
10 based on the guidelines, with what the parties were saying
11 they were applying for as the loan guidelines.

12 Q You would not have met the requirements --

13 A I mean, that's our position.

14 Q -- of SCB&T requiring that document, which is in
15 front of you and marked as Defendant's Exhibit 11 -- you
16 would not have been able to provide that --

17 A If that's SCB&T's position, that those are their
18 guidelines, and they've got documentation to prove that,
19 I'd love to see it.

20 Q You understand and you agree that they've always,
21 during this entire process, said that that document with
22 all those people was required to be signed and filed as a
23 recordable document?

24 A It started out as a road maintenance agreement.
25 And we petitioned them that, hey, you know, a road

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Page 133 of 191

1189

1 maintenance agreement, anybody can be on that. One person
2 can accept responsibility for that. We were denied of
3 that.

4 Q Didn't you tell the --

5 A And I think that's -- let me finish. And I think
6 that is a misrepresentation of the actual requirements and
7 guidelines of a road maintenance agreement.

8 Q Didn't you represent to the bank and to the
9 Hamners that you, in fact, had all the parties sign, in a
10 recordable form, and would provide it at the closing, as
11 required in Exhibit 10 in front of you?

12 A My statement there was I had all the parties that
13 were necessary to fulfill a road maintenance agreement with
14 standard bank underwriting guidelines through the necessary
15 companies that establish those lender handbooks and
16 guidelines.

17 Q That's what your statement was?

18 A That's what my statement was in that email. I
19 did not say that I had every person on that document.

20 Q Read Exhibit 10 aloud, please.

21 A "Michelle, I am in receipt of the RMA signed by
22 all parties. This is the final condition for the buyers'
23 closing per the bank. Please prepare a letter to the bank
24 letting them know we will have a fully executed RMA ready
25 at closing. As you know, Doug at the bank agreed to have

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Page 134 of 191

1190

1 the RMA as an at-closing condition, so please ask him when
2 the closing will be scheduled." Do you want me to stop
3 there or keep going?

4 Q Keep going.

5 A "Our extension on the contract is up today, so I
6 would like to have something in writing from my attorney
7 confirming the seller has fulfilled the title disputes and
8 loan problems associated with the buyers closing package.
9 Please copy me on the letter. I will need it today."

10 Q That's from you to Kenny Tootle's paralegal and
11 it's dated April 6, 2010; correct?

12 A That's correct. And I want you to know that on
13 that RMA, there are people on there that aren't party to
14 that road. Okay?

15 Q Okay. But I want you to note that the RMA --
16 that in this email, you represented to Kenny Tootle, your
17 lawyer, that you had that RMA fully executed and ready for
18 closing, and that was not true, was it?

19 A It wasn't true that Doug Jacobs required everyone
20 to sign it.

21 Q Your email's not true, is it?

22 A Yeah. Doug Jacobs' emails aren't true.

23 Q Are you going to answer the question? That
24 wasn't true, was it?

25 A I think that is true, because I had the necessary

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Page 135 of 191

1191

1 parties to fulfill a valid road maintenance agreement,
2 because you don't need all the parties documented on the
3 road -- or that use the road. It's unreasonable to think
4 that that's any type of requirement. There are certain
5 conditions that, when this does come up, lenders can take
6 to avoid that, but Mr. Jacobs didn't want to do that for
7 whatever reason.

8 MR. HOLLOWAY: Mark this, please.

9 (WHEREUPON, a document was marked as
10 Defendant's Exhibit Number 15 to the Benjamin Gecy
11 Deposition.)

12 BY MR. HOLLOWAY:

13 Q An email dated April 5th, 2010, from Ben Gecy to
14 Doug Jacobs, copied to Bruce Vanhorn. "Doug, Here is the
15 RMA that John Ferguson and all parties of the road have
16 agreed to sign. To expedite the closing, please move it
17 to an at-closing condition." Does that refresh your
18 recollection that you told them that all parties to the
19 road signed that agreement?

20 A That is correct -- all the parties that I felt
21 were necessary to fulfill the RMA.

22 Q It doesn't say that. It says "all parties to the
23 road." And in that -- that's Exhibit 11, which includes --

24 A It was on all the parties that have access to
25 that road, and I challenge that document right there

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Page 136 of 191

1 because it's not accurate.

2 Q -- Klassa, O'Neal, Reyna, Chalmers, Gecy,
3 Fergusons; right?

4 A And possibly -- I'll go back and look. Maybe
5 those people who didn't have rights to that road, in my
6 opinion, in their deed, which I think Carey Kerney and I
7 researched, were maybe improperly added to that document by
8 Doug Jacobs -- and I'll go back and take a look at it --
9 which just created more restrictions and more problems for
10 me to close on this transaction with Mr. Hamner.

11 MR. HOLLOWAY: Mark this, please.

12 (WHEREUPON, a document was marked as
13 Defendant's Exhibit Number 16 to the Benjamin Gecy
14 Deposition.)

15 BY MR. HOLLOWAY:

16 Q That's Exhibit 16. Do you recognize that?

17 A It looks like something I prepared to Carey
18 Kerney at the very beginning here of our case.

19 Q Under January, you list damages. Lost customer.
20 What does that mean? Were you intending on making \$85,000
21 on this transaction?

22 A Well, I think what's important for you to know
23 here is that Jaime Hamner called me about this property to
24 buy it. We had some conversations about what we would
25 build and what we would do on that property, and there was

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Page 137 of 191

1193

1 an opportunity to buy the seven acres or buy half of it.
2 He called me.

3 And then, shortly after that, another customer,
4 who is on our witness list, called me, came out to the
5 property. We had a verbal handshake and agreement that he
6 would buy half of the property and I would build him a home
7 on it. We went out to my subdivision in Ridgeland. We
8 looked at the model home. We agreed on the terms of it.
9 I did inform him that I had another individual that called
10 me first, and I felt an obligation to inform him that I was
11 going to sell half of the property to him.

12 When I called Mr. Hamner back to let him know
13 that I was only going to be selling three and a half acres
14 to him, and he was going to get what I considered the
15 better three and a half acres, and Mr. Fernandez, Roberto
16 Fernandez, Robert Fernandez, wanted the other half. He was
17 getting ready to get deployed. He was very excited about
18 it.

19 Jaime Hamner was adamant that I promised him
20 the entire property. He did not want anyone else on the
21 property, and I informed Jaime, if that was the case, he
22 needed to come and sign the contracts immediately or I was
23 going to sell the other half to Mr. Fernandez. And without
24 having any disputes with Jaime, I could not remember
25 whether I had promised him the entire seven acres or not.

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Page 138 of 191

1194

1 So Jaime came in. We went over the contracts.
2 I had required approximately two thousand to twenty-five
3 hundred dollars down. He didn't want to pay that much
4 money down. I told him that was the only amount that I
5 would consider, and he said no problem. He would make it
6 work.

7 I called back my client before that meeting and
8 told him that, you know, "I'm sorry. I feel that I have to
9 sell the other property to the other gentleman." He became
10 very upset. He was --

11 Q Who is that person you're talking about?

12 A Roberto Fernandez. Robert Fernandez. He
13 developed some very negative opinions about me for that
14 transaction, because we did have a verbal agreement that we
15 were ready to put on paper, and I had to make a decision to
16 let him go, which I knew could possibly affect me. And
17 then, when the Jaime Hamner deal fell through, I called Mr.
18 Hernandez to see if it was interested, and he said he'd
19 never deal with me again over that. So that is the lost
20 customer that I'm seeking damages over.

21 Q Eighty-five thousand dollars?

22 A Um-hum.

23 Q Okay. Loss of plan -- I don't know what the rest
24 of that says. What does that mean? Loss of plan to --

25 A You know, I don't -- you know, I mean, I object

1 to this. This is what I prepared to my, you know,
2 attorney. But either way, I mean, it is what it is. I
3 mean, I know what's on here.

4 I had to buy a plan for Mr. Hamner in his
5 contract. When you build a house, you just don't grab a
6 plan and start constructing it. I had to purchase a plan.
7 And in the middle of the contract, Mr. Hamner decided to
8 make certain changes to the plan. He wanted a crawl space
9 instead of the slab -- raised slab that we agreed on, so
10 I had to go back and buy plans based on a crawl space for
11 that particular project, because the engineering
12 specifications are different on a crawl space than they are
13 on a slab.

14 Q You reduced your commission of three percent, you
15 lowered the origination fee, and you lowered the rent for
16 Mr. Poole. What --

17 A Well, the reduced commission of three percent is
18 misplaced, and I think we addressed that on the original
19 complaint; that Ms. Carey and Tom had put in there that I'd
20 reduced my commission when I was not acting as the agent
21 for Mr. Hamner, as the seller. I was just acting as an
22 agent -- as the buyer's agent, so I got a standard buyer's
23 commission of three percent. We amended our complaint to
24 remove that, I believe.

25 Q Have you -- what other damages do you allege you

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Page 140 of 191

1196

1 suffered?

2 A Well, I've got a septic permit on here, so that
3 tells me I did have some type of septic permit expense. I
4 had to set up some temporary power service out on the
5 property in anticipation of construction there. The
6 engineering of the plan, which is separate from purchasing
7 the plan -- I started four other projects in anticipation
8 of this \$150,000. I had the property free and clear, and
9 that money could have been great seed money to start those
10 other projects, which I did, and that really put me into a
11 difficult situation with starting those.

12 Let's see what else we've got. I had to lower my
13 rate to help Mr. Poole bring his payment into consideration
14 for the price that Jaime wanted to sell the property for,
15 just as a compromise to all the parties. So whatever our
16 standard premium was that we receive as a loan originator,
17 that was discounted by his rate down to make it a little
18 more affordable to Mr. Poole, who's a police officer.

19 I had John Murdaugh bush hog the property. That
20 was on the schedule for several months. Mr. Murdaugh was
21 booked solid with that machine, and he could not afford to
22 get out of the commitment that he had given to me, so we
23 had them go out and clear the property with the green
24 machine, and that was an expense that I'd like to get back.

25 I don't -- I'd have to go back and see. I think

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Page 141 of 191

1197

1 we modified this document. This is the early one -- maybe
2 the first one that I prepared, and I know there's been some
3 other ones.

4 The appraisal, I had to pay for with Murray
5 Steen. Surveys to the 50-foot easement that Doug Jacobs
6 was requesting everybody document who is using the easement
7 and what is located out there. Where is the pavement and
8 all these other unreasonable guidelines that I've never
9 seen in any underwriting matrix ever, but I went and did
10 that.

11 I had the surveyor meet me out there, stake out
12 the easement, and talk to Mr. John Ferguson, who, you know,
13 came to some terms that nobody in the transaction thought
14 that he would be able to fulfill. I mean, you know, I was
15 actually pretty surprised myself.

16 I ate a little humble pie, went over there and
17 put my front porch skills on, and we talked to Mr. Ferguson
18 in a reasonable manner. And we had a surveyor with us, and
19 his assistant, who talked some sense into Mr. Ferguson
20 about his slandering of my title and his opinion of my
21 title.

22 And Mr. Ferguson finally agreed that his
23 impression of what could be done on that property -- that
24 Mr. Hamner had conveyed to him, and what I had repeatedly
25 conveyed to him -- he was a bit -- his opinion was probably

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Page 142 of 191

1198

1 a bit misplaced on that. So I was glad to see we came to
2 some sort of agreement on that, and we've actually been
3 able to communicate a little more civil since that time.

4 MR. HOLLOWAY: Mark this, please.

5 (WHEREUPON, a document was marked as
6 Defendant's Exhibit Number 17 to the Benjamin Gecy
7 Deposition.)

8 BY MR. HOLLOWAY:

9 Q Is this Exhibit Number 17 a letter that you wrote
10 to your attorney, Ken Tootle, and if so, please read it
11 into the record.

12 A This is a letter that I wrote, although it's not
13 signed.

14 Q What is it dated?

15 A It's dated 4/6/2010. Ken Tootle, Attorney at
16 Law, Beaufort, South Carolina; April 6, 2010. Reference
17 RMA, 10 Meredith Lane.

18 "Dear Ken: As you know, the final condition per
19 the buyer and his bank was to provide an acceptable RMA for
20 the VA loan. As discussed last Friday, I am in receipt of
21 a road maintenance agreement that your office prepared on
22 March 30th adding John Ferguson to the document, since he
23 was a missing link to a fully-executed RMA.

24 "I immediately discussed and called the buyer to
25 inform him that we have satisfied the RMA by the contract

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Page 143 of 191

1199

1 extension deadline and to please inform his bank ASAP so we
2 can prepare for closing. As of April 6, 2010, the only
3 response I received from the bank is a request for an
4 easement survey referenced in the RMA, which I have already
5 -- which I provided. As you know, the bank has agreed on
6 multiple occasions to have an RMA as an at-closing
7 condition. Please contact the bank and schedule this
8 closing to avoid any future delays for construction.

9 "If the bank or the buyer decides they will not
10 close with the latest RMA, I will assume the buyer has
11 defaulted on the contract. Your immediate attention to
12 this matter is greatly appreciated." I prepared that.

13 Q Okay. So, at the time, the contract was already
14 expired?

15 A I don't know that that was correct.

16 Q And if it wasn't, then the reasons that the
17 closing and the financing did not go through was because
18 of an inadequate appraisal and a lack of a validly signed
19 required by Doug Jacobs -- an SCB&T road maintenance
20 agreement?

21 A I think that's your opinion.

22 Q Okay.

23 A I think I clearly expressed the communications
24 that were had over the last week to two or three weeks. As
25 -- you know, the final condition per the buyer was the road

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Page 144 of 191

1200

1 maintenance agreement. It doesn't say anything, and nobody
2 else was saying anything, about an appraisal for the last
3 two and a half, three weeks, up until that point. They
4 accepted Murray Steen's appraisal. They went forward with
5 it. We had continued correspondence with Doug, with Bruce,
6 with me, with Jaime, that the focus was on the RMA, not the
7 appraisal, which is either misleading me or confirming that
8 they did accept the appraisal.

9 Q Well, I haven't seen one piece of correspondence
10 about accepting Murray Steen's appraisal. Do you have one?

11 A Okay. Well, you don't see anything denying it,
12 either. Okay?

13 Q I didn't see anything at all about it.

14 A That's right. That's right.

15 Q Do you -- so you agree that the Patrice Moody
16 appraisal was not satisfactory, at least by your standards
17 and the bank's standards --

18 A I was unhappy --

19 Q -- with this appraisal?

20 A I was unhappy with the Patrice Moody appraisal.
21 If push came to shove, I would have closed on it and worked
22 out an agreement on how my monies would have been disbursed
23 at a later date and made sure that I would have had it
24 protected in case Mr. Hamner and I came into a disagreement
25 and I had an extra \$35,000 in there that shouldn't -- that

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Page 145 of 191

1201

1 should not have been tied to construction.

2 Q Did you write that to them?

3 A I mean, we talked about it.

4 Q You rejected that appraisal. You said there was
5 no way you were going to do this transaction with that
6 appraisal, did you not?

7 A Where does it say that in the emails?

8 Q Did you --

9 A Show me.

10 Q -- say that?

11 A No. Show me where it says that in the emails.

12 Q I want to know. Did you reject it or did you --

13 A I would like to see --

14 Q -- clarify it?

15 A I would like to see where I said that in the
16 emails.

17 Q I don't know that you did. I'm asking you.

18 A Okay.

19 Q Did you reject Patrice Moody's appraisal or not?

20 A I did not reject it. I had concerns about it.
21 I had concerns about it -- how it applied to my monies, and
22 Bruce's comments were, "If we use that appraisal, there
23 would be an overdisbursement if you wanted your entire
24 \$150,000 at closing. We can't do that." It does not say
25 that we can't go forward with the loan. The conversations

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Page 146 of 191

1202

1 that came out of that is --

2 Q You told Bruce you wouldn't go through with it
3 under those terms.

4 A Bruce, you're -- Tom, you're interrupting me.
5 All right?

6 Q Go ahead.

7 A The money was going to be on the back end. And
8 they've done that before, and Bruce led me to believe that
9 that's how it's done. It's just that it could not be
10 closed up front and overdisbursed. Do you understand how
11 that works? The overdisbursement?

12 Q You also objected to her --

13 A You seem to be a bit confused on that.

14 Q -- appraisal because you said she had a conflict
15 of interest, didn't you?

16 A I wanted another appraisal order to check the
17 accuracy of her appraisal.

18 MR. HOLLOWAY: Mark this, please.

19 (WHEREUPON, a document was marked as
20 Defendant's Exhibit Number 18 to the Benjamin Gecy
21 Deposition.)

22 BY MR. HOLLOWAY:

23 Q Ben Gecy email. Monday, March 8th, 2010, to
24 Bruce Vanhorn, to Jaime Hamner. Subject: Hammer/Gecy.

25 "Bruce, I have reviewed the appraisal completed

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Page 147 of 191

1203

1 on my land at Royal Pines and I will not accept the report
2 given by Patrice Moody." Did you write that?

3 A Yeah.

4 Q Is that accurate?

5 A Yeah.

6 Q Okay. "As I have mentioned over the past few
7 days, I cannot let the buyer take title without paying the
8 \$150,000 for the land at closing. I have requested and
9 offered three options to the seller since I have been
10 notified of the land value and disbursement: (1) Ask Moody
11 to reevaluate her report; (2) Order a new appraisal with a
12 disinterested third party; (3) Cancel this loan and pursue
13 other construction options.

14 "I'm not trying to be difficult, but this loan
15 is really not this hard. If we decide to order a new
16 appraisal, I will request that it be ordered through a non
17 VA appraiser since we may pursue Hamners other lending
18 options other than the VA. I will be paying for this
19 report and ask that it be transferrable to me upon request.

20 "As you can see, there are a lot of problems on
21 this loan that need to be resolved. Let's touch base to
22 see what can be done on this one."

23 Did you write that email?

24 A (Witness peruses document.) Yeah. I'd like to
25 finish up the rest of the email on the front page where you

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Page 148 of 191

1204

1 stopped. Please remember that we can't disburse --
2 actually, I'm going to start at the beginning again.

3 "If you are willing to pay for the appraisal and
4 delay the closing some more, then we are okay with getting
5 another appraisal done and will have one of our approved
6 appraisers do it," which I did. "Remember that we have
7 the right to a satisfactory review and acceptance of that
8 appraisal." I never heard if they reviewed it, accepted it,
9 or denied it.

10 "Please remember that we can't disburse more than
11 the appraised value of the land at closing, which would be
12 considered an overdisbursement exception that I'm not able
13 to do." That does not say that he's denying the loan.

14 "I've shared this information with Doug so he
15 is aware of what I am proposing as a compromise."

16 The compromise doesn't mean that the bank turned
17 the loan down. The compromise means that they are allowing
18 another appraisal to go through, and if it's not an
19 overdisbursement, they're going to add it on the back.

20 "I will be out of the office for the remainder
21 of the day, so if you have any questions, please contact
22 Doug." There's no "we're not going that direction." This
23 is the appraisal of record. This is what we're using. Too
24 bad, Ben, it's not going to work out. He's compromising.
25 All right?

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Page 149 of 191

1205

1 stopped. Please remember that we can't disburse --
2 actually, I'm going to start at the beginning again.

3 "If you are willing to pay for the appraisal and
4 delay the closing some more, then we are okay with getting
5 another appraisal done and will have one of our approved
6 appraisers do it," which I did. "Remember that we have
7 the right to a satisfactory review and acceptance of that
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24 bad, Ben, it's not going to work out. He's compromising.
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Page 149 of 191

1206

1 Q Okay.

2 A And I went out there and ordered it, through an
3 appraisal -- I got authorization from him to do that and
4 they accepted it, and they did not deny that appraisal, and
5 there's nothing -- any correspondence anywhere that says
6 that they denied it. All we have is correspondence moving
7 forward on one last condition, which is the road
8 maintenance agreement.

9 That's why I want to see your production from the
10 underwriter. I want to see what the underwriter signed off
11 on, because Doug's not an underwriter. All right? And
12 he's making these statements on behalf of the underwriter
13 and that's a problem, and that's a fact. And I want to see
14 where he's coming up with those, because he keeps blaming
15 the underwriters and other institutions that there's where
16 he's coming from, but I think that might be Doug's, you
17 know, requirements of what he's stipulating on this, and
18 for whatever reason, to interfere with the contract and
19 stop the closing. That's what we're going to find out in
20 production.

21 And maybe Jaime Hamner didn't know about that.
22 Maybe he did. I don't know. But I think it's fair that
23 both sides, including my side, to have the proper discovery
24 that you keep obstructing me from having, with wanting to
25 have motions for summary judgments before we have

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Page 150 of 191

1207

1 depositions, and, you know, I really don't appreciate it.

2 I understand you're advocating for your clients,
3 trying to get rid of this thing, but there's a lot of
4 discovery that -- you know, people need to explain all
5 these documents you've presented to me today. I've
6 answered them honestly. I've answered them to the best of
7 my ability. I want the other sides to have a chance to
8 tell me what happened here and where they were going, and,
9 hopefully, you'll respect that.

10 MR. HOLLOWAY: I'm going to take a break and
11 let Jim take over.

12 MR. WEGMANN: Okay.

13 (Brief recess.)

14 MR. WEGMANN: Are you ready?

15 WITNESS: Yeah.

16 MR. WEGMANN: And you've got the pile of
17 stuff over there if you need to refer to it.

18 WITNESS: Okay. Yeah. Just help me out
19 with the exhibits and I'll try to find them the best I
20 can.

21 MR. WEGMANN: And I'm going to try and move
22 this along as quickly as I can.

23 WITNESS: Take your time. I've got the
24 whole, pretty much, day. I just --

25 MR. WEGMANN: I am going to come back and

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Page 151 of 191

1208

1 travel some ground, but only to make sure I heard what
2 you said and only to bring out a couple of the details
3 on there that I'm not sure actually got into the
4 record.

5 WITNESS: I'll do my best to give you the
6 same answer that I did an hour or two ago.

7 MR. WEGMANN: No problem.

8 CROSS-EXAMINATION

9 BY MR. WEGMANN:

10 Q No doubt -- you would agree with me that there's
11 no doubt that there were two contracts signed, one for
12 land, one for the building of the house on it; correct?

13 A I agree with that.

14 Q All right. And both of those contracts had
15 closing dates set for them as March 5th; correct?

16 A I believe that's what the contracts --

17 Q If you need to refer, that's fine.

18 A I believe we did have a simultaneous closing
19 because we wanted the land to be taken out at the same time
20 that the construction would move forward.

21 Q Well, you wouldn't have expected them to close on
22 the house construction loan before they purchased the land,
23 would you?

24 A No. They would have to take the first position
25 before they could do that, so --

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Page 152 of 191

1209

1 travel some ground, but only to make sure I heard what
2 you said and only to bring out a couple of the details
3 on there that I'm not sure actually got into the
4 record.

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6 same answer that I did an hour or two ago.

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11 no doubt that there were two contracts signed, one for
12 land, one for the building of the house on it; correct?

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14 Q All right. And both of those contracts had
15 closing dates set for them as March 5th; correct?

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18 A I believe we did have a simultaneous closing
19 because we wanted the land to be taken out at the same time
20 that the construction would move forward.

21 Q Well, you wouldn't have expected them to close on
22 the house construction loan before they purchased the land,
23 would you?

24 A No. They would have to take the first position
25 before they could do that, so --

1 Q Okay.

2 A Let me just verify that, since we've got plenty
3 of -- March 5th is the new construction contract, and the
4 lots and acreage, I believe, was February 5th, also. Well,
5 actually not also -- March 5th.

6 Q Okay. It's not a trick question, but --

7 A Yeah. Both of them are --

8 Q -- both of them were supposed to close?

9 A Both of them are March 5th, the same date, 2010.
10 That is correct.

11 Q Okay. And it is also correct that you understood
12 that the Hamners were seeking a 100 percent VA loan and
13 that you referred them to Doug Jacobs for that particular
14 loan package?

15 A I -- that's a good question, because when we
16 filled out the contract, Mr. Hamner was real unsure what
17 type of permanent loan, or loan, he was going to be
18 seeking. He had real concerns about the cost of the VA
19 loan with his subsequent use of the 3.1 percent funding
20 fee, and he was going to pursue other limited and no money
21 down options that may not have penalized him as much.

22 With the funding fee and the transaction we had,
23 the combined sales price was over 300,000. An extra one
24 to, you know, two percent, or maybe even three percent,
25 would be an additional \$10,000 that he would have to

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Page 153 of 191

1211

1 finance into his transaction, and he was not sure at the
2 time, from my recollection, that -- that was not exactly
3 what he wanted to do.

4 But to answer your question, it was definitely
5 one of the higher considerations for his financing, and I
6 think that's why we did not check VA financing on the
7 contracts when we filled those out. He was still unsure.

8 Q Okay. At some point, did you understand he was
9 looking for 100 percent VA?

10 A Yes.

11 Q All right. And I'm trying to find it. It's not
12 a trick question. But in your referral email over to Doug
13 Jacobs, do you recall saying that you had a 100 percent VA
14 loan customer and that's why you were referring it to him?

15 A Well, I had another customer, also, at the same
16 time, so unless it specifically states Mr. Hamner --

17 Q I'll see if I can find that.

18 A Yeah. But I did prepare an email like that and I
19 did review that email.

20 Q Okay. Well, while I look for that, was there
21 any other -- and I'm talking about the RMA. Was there an
22 alternative plan to the RMA being kicked around in the
23 March, the --

24 A Well, yeah. I mean --

25 Q -- mid March time frame?

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Page 154 of 191

1212

1 A Yeah. You know, we knew that we had some issues
2 with, you know, Doug's requirement of everybody having to
3 sign the road maintenance agreement, and there were -- John
4 Ferguson made it clear to Jaime in a few episodes that he
5 was not going to sign anything and -- he made it very
6 clear. So we had a meeting, and that was what came out of
7 the meeting with me, Jaime, Ken Tootle.

8 Q Okay.

9 A And then we had another meeting shortly after
10 that with the bank, Doug Jacobs and Bruce, to go over the
11 issues that were possibly challenging the loan from moving
12 forward at that point in time.

13 Q Can you tell me what the alternative being
14 discussed was?

15 A Well, the alternative was with Ken Tootle and I.
16 You know, "Hey, we think that I can prepare the road
17 maintenance agreement, as a builder, and accept
18 responsibility for the entire road," and the bank shot
19 that down.

20 Q Okay.

21 MR. WEGMANN: (Tenders document to the court
22 reporter for marking.)

23 (WHEREUPON, a document was marked as
24 Defendant's Exhibit Number 19 to the Benjamin Gecy
25 Deposition.)

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Page 155 of 191

1213

1 BY MR. WEGMANN:

2 Q Well, let's stop right there, because I'm not
3 trying to confuse you, and let's talk about that for a
4 second.

5 A Okay.

6 Q Okay. What makes you think that if you sold the
7 land that you could somehow be responsible for the road
8 maintenance on an easement?

9 A Well, if I signed up for that and agreed to it, I
10 think that I can accept that responsibility.

11 Q Okay. You would agree with me that if you had
12 sold the land, whether to the Hamners or anybody else, that
13 you would no longer be part of that easement?

14 A I don't know that that matters.

15 Q Okay. So --

16 A Just as long as somebody's maintaining -- there's
17 a contract that's recordable that says they're going to be
18 maintaining the road maintenance agreement, it's my opinion
19 that anybody can prepare that document.

20 Q All right. Well, we'll separate them out into
21 two things, then. It's your belief -- and if I don't state
22 it correctly, please tell me. But it's your belief that
23 regardless of whether or not you own land in the area or
24 whether or not you're still a party to that easement, that
25 you could, on your own, take responsibility for the

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Cross by Wegmann

Page 156 of 191

1214

1 maintenance on a road maintenance agreement?

2 A I think --

3 Q Or anybody could?

4 A I think that if, you know, the other -- I think
5 the other parties to the easement would love for someone to
6 be responsible for something like that.

7 Q Okay.

8 A That's my opinion.

9 Q All right. But you're a smart guy. You've been
10 doing land development, sales, and all that stuff for a
11 long time; okay? You understand that easements run with
12 the land?

13 A Um-hum.

14 Q Correct?

15 A (Witness nods head; no verbal response.)

16 Q And you've got to verbally -- he can't record a
17 nodding of the head, so you have to verbally say yes.

18 A Okay. I'm sorry. Yes.

19 Q No, no. That's no problem. I'm just trying to
20 help him out; okay?

21 A Yeah.

22 Q And that when you sell a piece of property, such
23 as the property that we're talking about here, that that
24 easement now becomes the buyer's, essentially, easement and
25 the buyer's right to traverse with whatever that easement

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Page 157 of 191

1215

1 -- whether it's ingress, egress, utilities, whatever it is
2 -- that becomes the buyer's right; correct?

3 A I agree with that.

4 Q All right. Good. So you -- but it's your belief
5 that, even if you had sold and you're no longer technically
6 part of that easement, you still could have taken
7 responsibility under the road maintenance agreement?

8 A I think the buyer of that property or any person
9 that owns that property could easily assign their
10 obligations to that easement to another party to fulfill
11 the same obligations that he had recorded on the title.

12 Q Okay.

13 A I don't think that that would be inappropriate.

14 Q Okay. That wasn't the alternative I was
15 referring to, and maybe this will help refresh, and I'm
16 asking, because there's a bunch of emails going back on it.
17 At some point in time, there was discussion of another
18 piece of property that had direct contact with a public
19 road being sold as part of this deal, or am I misreading
20 it?

21 A No, no. That's correct. You know, there was
22 some other options that we bounced around, and I contacted
23 Bruce and Doug and said, you know, "What if I came in from
24 this direction right here? Would a valid road maintenance
25 agreement be needed if I was the only one crossing over my

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Page 158 of 191

1216

1 own land?"

2 Q Okay.

3 A Which brings up an important point. It's still a
4 private easement, so, you know, the other parties -- if I
5 didn't buy it, or if I didn't acquire it, that private
6 drive -- you know, I had to actually purchase that
7 property, and I guess when we started looking at those and
8 the prices I could acquire it at, it became unreasonable to
9 go that direction, because there would be additional funds
10 available. The people who owned that parcel could not give
11 me something that was a little more reasonable there.

12 Q Okay. And just to be clear, I'm going to show
13 you what's being marked as Defendant's Exhibit 20.

14 (WHEREUPON, a document was marked as
15 Defendant's Exhibit Number 20 to the Benjamin Gecy
16 Deposition.)

17 MR. WEGMANN: Let Tom take a look at it real
18 quick.

19 MR. HOLLOWAY: Yeah.

20 BY MR. WEGMANN:

21 Q And on here, there's circled a Lot 79, which is
22 off of James Byrnes, which backs into the highlighted
23 parcel that, essentially, we're here today to talk about?

24 A That's correct.

25 Q And was this the parcel that was the potential

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Page 159 of 191

1217

1 alternative solution to the RMA that would allow access
2 directly through a private drive to Lot 76 into that area
3 from James Byrnes?

4 A Yeah, with some -- the reason we could not do
5 that, even if I could buy it, is this whole lot is a
6 wetland, and I would have to build a road over a wetland
7 that would not be allowed with the delineations and the
8 wetland requirements.

9 Q Okay.

10 A The road would have been a little close to the
11 boundary lines over here, which would have created some
12 type of variances, and it just was not a conducive access
13 to the property with the time lines and everything that we
14 had. I mean, there's no way that I could have gotten the
15 Army Corps of Engineers and the county to approve some type
16 of access across that wetland.

17 Q And without putting these all in here, because
18 it's just kind of a minor point that I'm just trying to
19 make sure I understand what was going on, if I told you
20 these emails were March 18th, 17th, 19th, in and around
21 there, talking about this piece, does that sound generally
22 correct?

23 A I think all of these potential access points, or
24 trying to pursue other options, those were either right
25 around or right after the meetings we had with all the

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Page 160 of 191

1218

1 parties to, "Okay. Let's maybe pursue something that might
2 be a little easier for all the parties involved."

3 Q Okay. And that would have been -- any reason to
4 doubt it's March 17th, 18th, 19th time frame? Does that
5 sound correct?

6 A Well, I mean, if --

7 Q I'll happily show them to you.

8 A If we've got an email that says that --

9 Q Yep. You can look at all the emails.

10 A I think the April 5th/April 6th deadline, you
11 know, yeah, that was about the time that we started, you
12 know, trying to at least pursue some other options because
13 of the restrictions that Doug was putting on the road
14 maintenance agreement. This March 17th -- you know, me
15 responding to Doug, of potential additional access there.

16 Q Okay. I'm just trying to get it into the time
17 line, as to when it was. And, essentially, what you're
18 telling me is that because of some wetlands and some other
19 things, it just wasn't going to be a viable alternative;
20 correct?

21 A That's correct.

22 Q All right. And so is it fair to say that, at
23 that point in time, you're now back to, essentially, having
24 to deal with the conditions that Doug Jacobs and/or SCB&T
25 -- were putting on this closing based on the RMA?

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Page 161 of 191

1219

1 A That's correct.

2 Q Okay. Were there any other alternatives
3 discussed that you recall at this time?

4 A I think Jaime, you know, contacted me, wanting to
5 maybe come in through Moody Drive, which, you know, Moody
6 Drive is the Moody Drive owned by Patrice Moody, who did
7 the appraisal, so -- and I don't know that our property --
8 you know, there was four other people on that road that you
9 would have to get road maintenance agreements signed on,
10 and the road was not in very good condition, and I don't
11 know that that road or that easement would have qualified
12 for that particular property because of, you know, maybe
13 the surfaces or how it was taken care of.

14 And I just didn't -- I didn't think -- I think
15 we had made so much progress over here that there were only
16 maybe, you know, a few -- one or two people that, you know,
17 we needed to, I guess, get them to reconsider their
18 position -- that we would be going backwards by trying to
19 get another three or four people adding traffic to their
20 neighborhood over there, which really was not the way the
21 parcel was designed with the permitted access there.

22 Q All right.

23 A That was my opinion.

24 Q And that's fine. Other than that, were there any
25 other alternatives that you recall?

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Page 162 of 191

1220

1 A I was thinking about a bridge, but, you know --

2 Q Viable alternatives.

3 A Yeah. No, this -- I think that was it, I mean,
4 as far as I can remember. There's really limited --
5 there's only maybe two other options, and I think those are
6 both the options there.

7 Q And, you know, as you all were trying to -- and
8 you said it -- there were some people who needed convincing
9 to sign the RMA agreement. Both you and Mr. Hamner were
10 actively talking to the residents and trying to get the RMA
11 signed. Is that a fair statement?

12 A Yeah. And I think, you know, this is a -- you
13 know, about this time, Jaime was, you know, involved
14 actively -- even after the appraisal came in at a lower
15 price -- trying to come up with alternative solutions and
16 assist me in fulfilling Doug's requirements on the RMA.

17 Q Okay.

18 A And we had both spent a lot of time and effort
19 trying to figure out what we -- how we would fulfill it.
20 I mean, he went around passing out road maintenance
21 agreements, which, really, I thought was my responsibility.
22 But he wanted to go out there and chat with the neighbors
23 and everything, and he ran into a couple of them that
24 didn't, you know, necessarily like me.

25 And, you know, it's understood, when you're a

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Page 163 of 191

1221

1 developer, sometimes you're the evil guy and the evil
2 developer and you're going to disrupt things, so -- John
3 Ferguson and I have had some adversary relationships, and
4 he caught John on a day where he was pretty open to telling
5 him about our experiences. So did that spook Mr. Hamner a
6 little bit? Maybe it did; maybe it didn't. I don't know.

7 Q Okay.

8 A I think all the other people that he spoke to
9 were pretty receptive to the idea of signing the road
10 maintenance agreement, at least from the conversations I
11 had with Jaime.

12 Q Again, the question was just, essentially, is it
13 fair to say he was actively trying --

14 A Yeah. Yeah, he --

15 Q -- to take part in --

16 A I completely --

17 Q -- fulfilling the road maintenance agreement?

18 A I agree with that.

19 Q All right. Just to circle back to Defendant's
20 Exhibit 19. That's the email I was referring to earlier
21 that said I'm referring a VA customer over to Doug Jacobs
22 dated January -- can you tell from that whether you were
23 talking about the Hamners there or some other client?

24 A No, I don't think so, because it says "very good
25 credit," and Mr. Hamner and his wife, I would not have put

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Page 164 of 191

1222

1 them in that consideration.

2 Q So you think Defendant's Exhibit 19 may have been
3 referring to a different client?

4 A I believe that may have been the Fernandezes or
5 another client there that I was currently working with that
6 super, super high scores.

7 Q Okay.

8 A I'm not saying that the Hamners did have any type
9 of bad credit. It's just that they would be more in the
10 average, you know, probably credit score range at that
11 particular time of their credit being --

12 Q Well, even under the theories for denial of the
13 Hamners for this particular loan, there's no theory that's
14 been put forth by anybody that this loan was terminated by
15 the bank due to their credit scores?

16 A The only reason that Carey and everybody else has
17 brought that up is that was mentioned either by Frampton
18 Harper or some of the parties, so -- I've got that
19 documentation and I -- it's somewhere. And maybe that was
20 produced in Frampton Harper's letter at the end, when the
21 contract extension expired. I believe, and I could be
22 wrong, that he did mention something about credit scores in
23 one of those letters or correspondences there.

24 Q Okay. Well, you're not aware that in the actual
25 answer and counterclaim that was filed that there was an

1 allegation made by the Hamners as to credit scores, are
2 you?

3 A I'll have to go back and review the counterclaim
4 and see what they -- or the attorneys documented there in
5 the counterclaim, so -- I mean, I can read it right now if
6 you want me to give an answer on it, but -- it's, you know,
7 well put together, but --

8 Q In the earlier document that you read from Mr.
9 Hamner that was written to Mr. Tootle, he claimed appraisal
10 and he claimed, essentially, no RMA agreement. Fair
11 statement?

12 A Yeah. That's why it was puzzling to hear the
13 comment about any credit scores, wherever we heard that
14 from. So it would just seem like another --

15 Q Okay. No question both contracts, both the land
16 and the building of the house, were subject to financing.
17 Do you agree with that statement?

18 A I agree to that statement, but which financing?

19 Q I understand that --

20 A I mean, what financing were they going to? I
21 mean, there's, you know, half a dozen different financing,
22 and some of those financing areas that you pursue, you have
23 to clearly inform the seller of that type of financing, and
24 those are in the guidelines of those particular loans, and
25 I believe that was not done.

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Page 166 of 191

1224

1 Q Okay. And who do you believe is responsible for
2 informing the seller as to whatever the guidelines for
3 underwriting and/or --

4 A That's a lender responsibility.

5 Q Okay. So you're not saying the Hamners had to --

6 A It's not the Hamners' responsibility --

7 Q -- tell you what all --

8 A -- to do that.

9 Q -- the underwriting guidelines were --

10 A No.

11 Q -- for any particular --

12 A You're exactly right.

13 Q And you're a mortgage broker?

14 A Yeah. Yeah.

15 Q I would hazard to guess that whether it's
16 mortgage broker, underwriting on behalf of one of your
17 wholesalers, or a bank underwriting on behalf of similar --
18 wholesalers, if not the same ones, that the client actually
19 trying to get the loan never talks to the underwriter.
20 Fair statement?

21 A I think that's probably accurate. I mean, they
22 try to prohibit that type of communication and go directly
23 through the loan officer, who is the point of contact for
24 the retail end of things. And I think there may be
25 probably a lot of ethical guidelines that prohibit a

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Page 167 of 191

1225

1 customer from speaking with an underwriter.

2 Q Okay. Just to clear up the date, I did the math.
3 You can do the math. I'll give you the calendar. But if I
4 count 30 days after March 5th, I get April 4th, and the
5 only reason I say that is, is because I've heard the fifth,
6 the sixth. Would you agree with me that 30 days after
7 March 5th, it was to close, by contract, on April 4th?

8 A It depends on what day that 30 days falls on.

9 Q Well, it falls on the fourth.

10 A What day of the week is that?

11 Q Sure. I can tell you that. I agree with you.
12 At least, I think I can. Sometimes these things --

13 A Well, my mathematical background and my brain
14 probably tells me it was a Saturday or a Sunday.

15 Q Well, you may be smarter than me. It was a
16 Sunday. You're exactly right. So that would have been the
17 fifth. -- Will you agree with that?

18 A I would have to go back and look at it, but I
19 think, give or take a day or so, it would be.

20 Q Well, there's the calendar.

21 A I can go --

22 Q Can we agree on the fifth?

23 A I don't know. I mean, I might agree on the
24 sixth.

25 Q Well, there's the calendar.

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Page 168 of 191

1226

1 A Okay. That's fine. I mean, I'm just telling
2 you, it could be the fifth, it could be the sixth.

3 Q So you don't know, and you don't want to count 30
4 days?

5 A (Witness shakes head; no verbal response.)

6 Q You're not denying that the bank actually issued
7 a statement of credit denial to the Hamners, are you?

8 A (No response.)

9 Q Whatever the reason given, you're not denying
10 that they actually --

11 A I'm trying to think of when they actually issued
12 that denial letter -- when I received it, because I think
13 it was -- I could be wrong. It was after the transaction
14 fell through. I don't think I received any type of denial
15 letter during the contract execution date and the 30-day
16 extension period. Regardless of what the denial letter
17 says, and the dates, I don't believe that I was prepared or
18 provided with a denial letter, and that -- I could be wrong
19 on that, but it seems that we either got that through
20 discovery, or Frampton Harper provided that letter after
21 the April 5th/6th deadline there.

22 Q Okay. But again, you're not denying the fact
23 that the bank issued it -- and when you saw it, I'm not
24 asking you that -- that they actually issued a denial of
25 credit letter?

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Page 169 of 191

1227

1 A They issued a denial letter for lack of a road
2 maintenance agreement, not for any type of credit issues,
3 or whatever.

4 Q That essentially said, "Bank is not loaning
5 Hamners," for whatever reason, "on this project."

6 A I'd like to see the denial letter and see what
7 the language is for the record.

8 Q Sure.

9 A Yeah, this is a denial letter. "Declined due to
10 not be able to obtain a road maintenance agreement for the
11 subject property." Inadequate collateral is also checked.

12 Q Yep.

13 A And underneath that, unacceptable property;
14 insufficient data - property; unacceptable appraisal;
15 unacceptable leasehold estate. None of those are checked.

16 Q So the two things that are listed on there are
17 what again?

18 A Inadequate collateral and declined due to not be
19 able to obtain road maintenance agreement for the subject
20 property.

21 MR. WEGMANN: Mark this.

22 (WHEREUPON, a document was marked as
23 Defendant's Exhibit Number 21 to the Benjamin Gecy
24 Deposition.)

25 —WITNESS: My evaluation of that was it was

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Page 170 of 191

1228

1 turned down due to the property not having adequate
2 access, which is what Mr. Harper prepared in his
3 complaint and threat to me after this transaction did
4 not go through.

5 BY MR. WEGMANN:

6 Q Okay. And if you need to refer to the contracts
7 again, there was a -- and it's your contention, and I
8 understand what you're trying to tell me, that each of the
9 contracts did contain a 30-day extension if both parties
10 agreed, and there's no contingency that's as a result or a
11 fault of either party. It's basically paraphrasing, is it
12 not? Is that correct?

13 A Repeat that question, please, Jim.

14 Q Yeah, it's a terrible question. We do that
15 sometimes. Essentially, each -- you would agree with me
16 that each one of the contracts has a potential 30-day
17 extension written into the contract; that, as long as both
18 parties agree and the contingency, or contingencies, that
19 have not been fulfilled yet are as a result of neither of
20 the parties causing the problem, that it can be extended
21 for up to 30 days?

22 A Well, I mean, I think it's an automatic
23 extension. If there's no fault to either party, it has to
24 be automatic.

25 Q Okay. Well, let's --

1 A I mean, you know, unless somebody can say that,
2 you know, it was a fault. But, you know, back to this
3 document right here. I don't see where that document was
4 sent to me. I don't --

5 Q I'm not saying it was.

6 A Well, but I want to go back to that for the last
7 question. You've got a document dated here from March 10th
8 that says they denied it. Anybody can go in the system and
9 issue a denial and backdate it and send it out.

10 Q Well, is it your contention that the Hamners went
11 into the SCB&T system and created that document?

12 A No. Doug Jacobs prepared this document.

13 Q Okay. And that's signed by Doug Jacobs?

14 A That is correct.

15 Q And he works for SCB&T?

16 A That is correct.

17 Q Okay.

18 A Now, what I'm saying is, this document could have
19 been submitted to me, as a seller, and maybe Jaime Hamner,
20 after the April 6th period, the April 5th date, whatever
21 we're saying the deadline is there. So this document here
22 of March 10th, I didn't get that March 10th.

23 Q And I'm not saying you did.

24 A I'm -- just for the record, I'm just making that
25 statement. Okay?

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Page 172 of 191

1230

1 Q Yeah. The question was the contracts, both of
2 them -- okay? -- contain essentially -- and I'm not going
3 to quibble with you about whether it's an automatic
4 extension --

5 A Yeah.

6 Q -- or there are some contingencies -- both
7 contain a 30-day extension; correct?

8 A That I think protected both parties for 30 days.

9 Q Okay.

10 A To cure any issues, defects that --

11 Q And again, no argument --

12 A Okay.

13 Q -- as to whether it was applicable or not. Let's
14 say it was applicable.

15 A Okay.

16 Q And we now agree that it needed to close on or
17 before April 5th; correct?

18 A April 5th; April 6th.

19 Q Well --

20 A Let's just say midnight April 5th.

21 Q Okay.

22 A Okay?

23 Q That's fine. Each one of those paragraphs goes
24 on to say that it cannot be extended beyond that date
25 without a written contract; correct?

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Page 173 of 191

1231

1 A I agree with that.

2 Q okay. Do you have anything that would have
3 extended, or are you aware that either party, or both
4 parties, signed an agreement extending it beyond that April
5 5th midnight, April 6th -- whatever you want to call it --
6 date?

7 A I do not.

8 Q All right. And, essentially, if I go back to
9 what you talked about with Mr. Holloway earlier, within
10 your complaint, when you say the Hamners breached that
11 agreement, the contention dealt with the RMA agreement;
12 correct?

13 A Um-hum..

14 Q Can you explain to me, if you can, how they would
15 have breached a contract by not providing a signed written
16 RMA agreement?

17 A Well, first of all, my position is the RMA
18 agreement should not have been required, period. And I
19 know where you're going with this.

20 Q I get it.

21 A But I'm just saying, that should not have been a
22 condition for Mr. Hamner's closing. He should have been
23 able to close. And as the documents say, that was the last
24 condition. It should not have interfered with his -- we
25 shouldn't have gone to the April 4th/April 5th date, you

1 know, haggling over this road maintenance agreement that
2 was not required for the transaction. And if that was the
3 case, and Doug Jacobs was accurate and that that was the
4 last condition, I'm saying it's not a condition.

5 Q Okay. I understand that.

6 A All right? You might say that SCB&T is saying,
7 "Yeah, we gotta have it." We're going to find that out.
8 But I -- you know, I understand where you're going. How
9 Mr. Hamner breached the contract is -- there were other
10 loan programs available that didn't require road
11 maintenance agreements.

12 He had the opportunity to come over to me and
13 pursue some other lending options, which I've been in the
14 business longer than Doug Jacobs, and I've got other
15 outlets that I felt that I could have closed the
16 transaction. He said he didn't want to do that. He wanted
17 to stick with Doug Jacobs. Doug Jacobs continued to
18 obstruct and interfere with what I consider was a
19 transaction that was pretty easy to do.

20 Q Can you point to me anywhere in either one of the
21 contracts that requires him to use you as a lender, or
22 mortgage broker?

23 A Well, we -- we were very careful on that because
24 of the relationship that I had, as a broker and builder,
25 and everything else, and that's why --

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Page 175 of 191

1233

1 Q Can you point to me --

2 A -- I took it over to Doug Jacobs and SCB&T, which
3 I had credit lines with and relationships with, and I
4 wanted those guys to, you know, take care of Jaime.
5 Jaime's a military veteran. Doug's a veteran. I thought
6 they would have a lot in common. I found out they had
7 already made contact previous to that and had applications
8 working, so I thought it was a good relationship.

9 Q Can you point to me anywhere in either one of the
10 contracts where it requires him to seek financing from any
11 particular bank?

12 A Loan processing and application. This is in the
13 new construction contract agreement. Buyer's obligation
14 under this agreement is contingent on buyer obtaining said
15 loan. Buyer shall apply for a 100 percent -- maximum 100
16 percent loan, loan to value, within -- left blank.

17 Q Okay.

18 A Consecutive days from the execution of this
19 agreement, and shall provide seller with written
20 satisfactory loan approval within blank consecutive days.

21 Q Okay. I agree with you.

22 A That contains no credit, income, asset
23 conditions, unless otherwise set forth in this contract.
24 Time is of the essence. Should the buyer fail to make loan
25 application or receive approval within said period, and to

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Cross by Wegmann

Page 176 of 191

1234

1 diligently pursue the application, the -- excuse me -- the
2 seller shall have the option to terminate this agreement
3 with written notice.

4 Buyer also agrees to provide all documents or
5 information requested by the lending company in a prompt
6 and timely manner. Buyer will take any action that is
7 needed or requested by lender to process the loan
8 application.

9 Buyer further hereby gives permission to lender
10 to disclose pertinent information concerning the buyer's
11 credit worthiness or any other information needed for the
12 loan processing to the listing or cooperating brokers/
13 agents. If the buyer fails to comply with these above
14 contingencies, buyer shall be in default of this agreement
15 subject to the terms of paragraph 23.

16 FHA mortgage insurance, not checked, will or will
17 not be added to the mortgage, unchecked. A VA funding fee,
18 unchecked, will not be added to the mortgage, unchecked.

19 Q So you guys didn't set any time limits on when he
20 had to apply or who he had to apply to, or what type of
21 loan he had to apply to, within that document?

22 A It says 100 percent loan.

23 Q That's the only requirement that you all agreed
24 to, was he had to apply for 100 percent loan?

25 MR. HOLLOWAY: Up to.

1 MR. WEGMANN: Up to. I'm sorry. It does
2 say "up to" a 100 percent loan.

3 WITNESS: No, it doesn't say that.

4 BY MR. WEGMANN:

5 Q Oh, so it says 100 percent loan?

6 A Buyer shall apply for a maximum 100 percent loan.

7 Q Well, maximum. Okay. But there's no specific
8 bank listed, there's no specific loan program listed, nor
9 are there timing requirements for them to supply the
10 paperwork to the lender, or anything else; correct?

11 A No. And what's important about this document is
12 when a veteran is going VA -- I mean, you know this, Jim --
13 they've got to notify the seller, because there are
14 restrictions put on sellers for government loans.

15 Q Okay.

16 A And when they do that, the lender has to get
17 the seller to sign the appropriate documents for the VA
18 guidelines. That never happened.

19 Q You were reading from the new construction
20 agreement. With the exception of the 100 percent, the land
21 agreement essentially -- financing contingency checked --
22 but again, open. I don't believe that one says 100 percent
23 loan, does it?

24 A There's nothing checked.

25 Q Yep. And there's not even 100 percent in there,

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Page 178 of 191

1236

1 so it's completely open-ended as to what type of program,
2 under loan, he would try to get for that particular land
3 piece; correct?

4 A Well, I mean, it's open that he could have
5 checked FHA or VA, and he elected not to do that.

6 Q Well, you could have checked it, as the seller.

7 A I can't. I mean, I can't check it for him.

8 Q Sure you can. Can you not counteroffer his
9 offer by --

10 A I can't --

11 Q -- requiring --

12 A Yeah, but I don't know what his intentions are
13 of -- I can't make him go VA. I can't make him finance
14 his funding fee. Those apply to the loan processing and
15 application. I'm not applying for a loan or processing an
16 application.

17 Q So you're trying to tell me that, essentially,
18 you couldn't have countered back and said, "No. You need
19 to apply for one of these types of loans within this date
20 and make sure that you have that information back to me
21 within this date"? You couldn't have countered with that?

22 A I couldn't have forced him to do that. And like
23 I said, during the contract negotiations, Mr. Hamner was
24 real skeptical of which program he was going on. He was
25 unsure.

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Page 179 of 191

1237

1 Q I get all that. That wasn't my question.

2 A Okay.

3 Q My question was, simply, you could have
4 countered. He didn't have to agree, but you could have
5 countered with restrictions on types of loans, and/or dates
6 that he applied, or anything else, just like you could have
7 countered on price, just like you could have countered on
8 anything else?

9 A I disagree with that.

10 Q Okay.

11 A I don't think the seller has the right to do
12 that.

13 Q Okay. Fair enough.

14 A I think the seller can reject it, but they -- I
15 don't think they can counter back and say, "I want you to
16 go on a conventional loan and not do a VA loan." And if
17 they do, that's just not a practice that I'm involved in.

18 Q At some point in time when they were checking
19 your good standing and suppliers and contractors, was there
20 a problem with your supplier, Grayco?

21 A I don't -- I don't know that there was a problem.

22 Q Okay. I just -- I saw some things in emails that
23 looked like --

24 A Yeah. I mean, I think they had some
25 miscommunications with Sharon, the lady over there, and I

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Cross by Wegmann

Page 180 of 191

1238

1 think either her or Mr. Gray corrected that for them, so I--
2 mean, there was never any issues after that, so --

3 Q Okay. Any disagreement with me with the
4 statement that he put \$2,000 down and paid you another
5 12,400 as potentially earnest money for this project for --

6 A No. Twelve thousand five hundred was a non-
7 refundable deposit.

8 Q Is that what the contract says?

9 A There's an addendum to the contract. Do you have
10 that in here?

11 Q It's not in there.

12 A It stipulates the crawl space.

13 Q It's not part of that one?

14 A I don't -- I don't see the addendum.

15 MR. WEGMANN: Well, we'll add the addendum
16 on there, then.

17 (WHEREUPON, a document was marked as
18 Defendant's Exhibit Number 22 to the Benjamin Gecy
19 Deposition.)

20 BY MR. WEGMANN:

21 Q Can you show me on there, on that addendum, where
22 it says the \$12,400 is non-refundable?

23 A The document says that the buyer agrees to pay
24 out of pocket total amount to elevate Summerbrooke floor
25 plan to crawl space. Total amount of \$12,400 will be paid

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Page 181 of 191

1239

1 on 3/4/2010. This amount will not be added to purchase
2 price. Deposit paid in full, 3/5/2010, at 10:45 a.m.

3 Q Does it say --

4 A It doesn't reference any earnest money.

5 Q Okay. Does it say "non-refundable deposit?"

6 A It doesn't say "non-refundable," but it doesn't
7 say --

8 Q It doesn't say refundable?

9 A It doesn't say it's earnest money. It says it's
10 the deposit.

11 Q It doesn't say non-refundable and it doesn't say
12 refundable, does it?

13 A It doesn't say earnest money.

14 Q Okay. It says "deposit?"

15 A It says "a deposit."

16 Q All right. Can you tell me where that money is
17 now?

18 A No, I can't...

19 Q Can you tell me what you spent the money on?

20 A I'd have to go back and look. Portions of it
21 were spent on that property.

22 Q Doing what?

23 A I'd have to go back and look. I can't answer
24 that right now with our expenditures out there.

25 -- Q How about the \$2,000 in earnest money? Can you

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Page 182 of 191

1240

1 tell me where that's at?

2 A I can't. I can't tell you about that.

3 Q You said earlier that your mortgage broker
4 company originates original mortgage loans. I just want to
5 clarify -- for wholesale lenders. That's residential only;
6 correct?

7 A We have the ability to do some commercial stuff.

8 Q Okay. So have you done commercial stuff in the
9 past?

10 A I maybe participated in one -- less than five.

11 Q Okay. So that's not the focus of what your
12 brokerage firm does? Your brokerage firm focuses on
13 residential?

14 A We focus on VA, USDA, FHA loans, with a minor in
15 conventional loans.

16 Q Okay. The only reason I'm flipping through is
17 I'm trying not to ask you the same questions, so --

18 A Yeah, I appreciate that. Thank you.

19 Q Do you recall, by midnight of April 5th, which
20 one of the -- or which ones of the signatures to the RMA
21 agreement you had procured at that point in time? Not
22 commitments, but --

23 A May 5th?

24 Q No, April 5th, midnight. Can you tell me which
25 ones, in particular, you had actual notarized signatures

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Page 183 of 191

1241

1 from and which ones you had commitments from? I understand
2 your argument. I'm just trying to figure out who --

3 A Yeah, I --

4 Q -- actually signed it by April 5th at midnight.

5 A I don't -- I mean, I don't know. I'd have to go
6 back and look at the records that I've produced and
7 everything.

8 Q Okay. Because I'm telling you, in the records
9 that you've produced, I only have --

10 A They don't have any signatures?

11 Q Huh?

12 A They don't have any signatures?

13 Q Not that I'm aware of.

14 A John Ferguson. You weren't provided with that?
15 Caroline O'Neal? You weren't provided with that?

16 Q John Ferguson's is blank. You're blank. I would
17 have thought you'd have signed one.

18 A I signed one. John Ferguson has signed one.
19 Caroline --

20 Q Diane Chalmers?

21 A Caroline O'Neal signed one.

22 Q Reyes?

23 A You might want to check with Carey Kerney or Tom
24 Pendarvis.

25 Q They're not here right now. You are. Klassa?

1 A Well, if you want me to answer the question, I
2 got Caroline O'Neal, I got Benjamin Gecy, and I got John
3 Ferguson.

4 Q Okay. Can you provide --

5 A And I had commitments from others.

6 Q -- me with those?

7 A Yeah, I'll be glad to.

8 Q Notarized and signed, so I can see what date they
9 signed them on?

10 A (Witness nods head; no verbal response.)

11 Q Okay. And that would answer my question,
12 wouldn't it?

13 A Okay. Yeah, I'll be glad to.

14 Q It would tell me who and what date --

15 A Yeah.

16 Q -- that you were able to procure and by when?

17 A Okay.

18 Q That would be helpful to me.

19 A Yeah, okay.

20 Q That's why I'm asking, because --

21 A I provided that to my other attorneys. I'm sorry
22 you don't have that.

23 Q I get that; okay?

24 A Okay. I'll be glad to --

25 Q -- But this is what I got; okay? --

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Cross by Wegmann

Page 185 of 191

1243

1 A Yeah.

2 Q And, you know, what's interesting about what I
3 got is your signature's not even on it.

4 A Yeah. No, I can assure you I signed mine.

5 MR. WEGMANN: All right. I haven't got
6 anything else. Have any of my questions generated any
7 from Mr. Holloway?

8 WITNESS: All right. Are we done?

9 MR. HOLLOWAY: I have a question. Don't run
10 away yet.

11 WITNESS: Come on, Tom.

12 REDIRECT EXAMINATION

13 BY MR. HOLLOWAY:

14 Q Did you talk to Klassa, or Klass?

15 A Tom, I don't -- it's my opinion that the Klassas
16 don't have access to a 50-foot easement on that. To answer
17 your question, I did not talk to the Klassas. Did James
18 Hamner speak with them? I am not sure. We'll ask him in
19 his deposition. But as far as the Klassas, I believe
20 they're the ones that have built the obstructions in the
21 right-of-way that Tom and Carey have sent a letter to, that
22 your office over here has responded to, and their address
23 is on Francis Marion Circle. Carey and I and Tom, from the
24 public records -- our research indicated that they had --
25 they did not have a benefit easement on Meredith Lane and

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Redirect by Holloway**

Page 186 of 191

1244

1 were not a party to even be considered, but that was
2 something that Doug Jacobs was demanding.

3 Q This was prepared by your lawyer, Ken Tootle;
4 right?

5 A Through the instructions of SCB&T and Doug
6 Jacobs.

7 Q So you had no signatures from Klassas and you had
8 no discussions with them?

9 A I don't know that for a fact. I'm somewhat
10 certain that I didn't, but maybe I did. I mean, there was
11 a lot of things going on, a lot of people out there and --

12 Q O'Neal? Caroline and William O'Neal? Did you
13 get notarized signatures from them?

14 A If that's the elderly lady behind Klassa there,
15 across the street from mine, I got her signature.

16 Q What about William?

17 A Are those the other three parties underneath her
18 name there that are on the title with her to her primary
19 residence?

20 Q I'm just reading --

21 A Let me see --

22 Q -- their names off of here.

23 A Let me see the document there.

24 Q (Counsel tenders document to the witness.)

25 A Because what has happened is, Caroline owns that

1 property, and for estate purposes, or whatever, she had
2 named her other -- Carolina T. O'Neal, Stephen Reyna, Diana
3 Chalmers. I think those are possibly the people that the
4 elderly lady added to her, you know, deed; that she said it
5 was not going to be a problem to have those people -- they
6 go to our church and everything, and they said they didn't
7 have a problem signing that.

8 Q Do you have signatures from them?

9 A I don't know that I had signatures from them.

10 Q How about Stephen Reyna and Jennifer Reyna?

11 A I don't think that we pursued them, because they
12 didn't have an easement on Meredith Lane and I -- you know,
13 I thought we had enough people to fulfill an RMA.

14 Q Diana Chalmers?

15 A We had -- we had some commitments from her.
16 Although we didn't have anything in writing, it was
17 understood that she was going to sign what needed to be
18 signed at closing to help Mr. Hamner out. Now, from the
19 affidavit that I see, that's changed, and I don't have any
20 control over that, so --

21 Q Did you have discussions with her husband about
22 agreeing to be responsible for the road maintenance during
23 the construction --

24 A I had multiple --

25 Q -- and repairing any damage?

1 A I had multiple conversations with them.

2 Q And did you agree with that?

3 A I think I did.

4 Q Did you agree to that in writing? A document?
5 A signed instrument?

6 A I don't know if I signed it or not. I know
7 that we were going back and forth with it, and we had
8 discussions about it for a month. Whenever the document
9 got created or whatever, I'm not sure if I signed it or
10 not.

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

12 WITNESS: Thank you, guys.

13 MR. HOLLOWAY: Thank you for coming.

14 (WHEREUPON, this deposition was concluded at
15 approximately 2:24 p.m.)

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Page 189 of 191

1247

1 STATE OF SOUTH CAROLINA

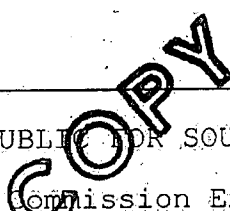
2 COUNTY OF BEAUFORT

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4
5 CERTIFICATE OF COURT REPORTER
6
7

8 I, Matthew Hazen Anderson, Court Reporter and Notary
9 Public in and for the State of South Carolina, do hereby
10 certify that the foregoing one hundred eighty-nine (189)
11 pages of typewritten testimony were taken down by me, and
12 then transcribed by me; that the same is a true, correct
13 and complete transcript of the proceedings as stated in the
14 caption.

15 I further certify that I am not of kin nor counsel to
16 any of the parties hereto, and, further, that I have no
17 interest whatsoever in the outcome of said proceedings.

18 IN WITNESS WHEREOF, I have hereunto set my hand and
19 seal this 15th day of February, 2014.
20

21
22  
23 NOTARY PUBLIC FOR SOUTH CAROLINA

24 My Commission Expires

25 April 25, 2021 

Bettye Anderson & Associates
Beaufort, South Carolina

Notary Certificate

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Page 190 of 191

1248

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

A T T E S T A T I O N

I, BENJAMIN GECY, hereby certify that I have read the foregoing one hundred eighty-nine (189) pages of my deposition testimony and find the same to be a true and accurate transcript of same, with the exception of the notations made on the errata sheet, if any.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2014.

WITNESS

SWORN AND SUBSCRIBED TO BEFORE ME this
_____ day of _____, 2014.

Notary Public for South Carolina

My commission expires: _____

Bettye Anderson & Associates

Beaufort, South Carolina

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Witness Attestation

Page 191 of 191

1249

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IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

BENJAMIN GECY,
Plaintiff,

vs.

CIVIL ACTION NUMBER
2011-CP-07-1778

SOUTH CAROLINA BANK & TRUST
JAIME HAMNER AND DEBORAH HAMNER,
Defendants.

COPY

-----/

The deposition of PATRICE MOODY, a
witness in the above-entitled cause, taken
pursuant to Notice and agreement, before Kyle J.
Saniga, Certified Court Reporter and Notary
Public, at the Offices of GMC Mortgage, 1857
Ribaut Road, Port Royal, South Carolina, on the
11th day of February 2014, commencing at or
about the hour of 1:10 p.m.

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1250

11. Proposed Construction

Change Date October 1, 2008, Change 8
This section has been updated for minor grammatical edits.

a. Appraiser Certification Required Proposed construction appraisals based on construction exhibits must include the following certification:

"I hereby certify that the information contained in [*specific identification of all construction exhibits (e.g., Smith Construction Plan Type A, 9 sheets, VA Form 26-1852, Description of Materials, plot plan by Jones, Inc.)*] was used to arrive at the estimate of reasonable value noted in this report.

[*appraiser's signature*]

b. "Master" Appraisal Reports

Each "master" appraisal must include:

- a separate Uniform Residential Appraisal Report (URAR) completed for each basic house type in the appraisal;
- narrative analysis of the project to include:
 - current status of project (development stage, number of sales, etc.),
 - status of off-site improvements (streets, common area improvements, etc.), and
 - any condominium/planned unit development related or other information not sufficiently covered in the URAR;
- list of all options with the value estimate for each one (see subsection c below);
- list of all offsite improvements included in the value estimate; and
- list of all lots/units, to include:
 - each lot number or legal description,
 - value estimate for each lot (according to its relative size and desirability), and
 - total value estimate for each lot and the basic improvements to be built on it (or a schedule which provides for the substitution of models on individual lots).

Continued on next page

PLAINTIFF'S
EXHIBIT

12
MOODY

~~1250~~
1251

11. Proposed Construction, Continued

c. Valuing "Options"

"Options" are items of equipment and variations from the basic house type (such as kitchen appliances, fireplace, building elevation variations, etc.) not included in the base price of the house.

Personal-type items (such as, blenders, fireplace equipment, furniture, drapes, rugs, etc.) cannot be included in the VA valuation.

VA value estimates for options must be:

- based on real estate market data (the contribution to the home's basic value, based on sales of properties with such options).
- applied uniformly and should not vary considerably from one subdivision to another in the same real estate market.

VA will consider requests to increase the established value of options and make appropriate changes if warranted by sufficient and valid market data.

Note: Cost handbook data can only be used to supplement insufficient market data.

1252

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1098
10/11/13
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT ("Agreement is made effective this 11th day of September, 2013, by Robert E. Walters Jr.

WITNESSETH:

WHEREAS, Robert E. Walters Jr is the owner of certain real property known as 12 Hester Lane, Beaufort, South Carolina, 29907, which is shown on the Beaufort County Tax Map as Parcel R200 018.000 0202 0000.

WHEREAS, all of the above-described property is located on 12 Hester Lane (the "Road(s)") and the above-described property owner have an easement along the Road to access their property which is more particularly described in their deed: and

WHEREAS, the Road is maintained by the above-described property owner to the "Roads" terminus at Lost Island Road and that "Road" is a Beaufort County Public Road and is maintained by Beaufort County.

WHEREAS, the party hereto desires to set forth in this agreement the terms and conditions governing the maintenance of the "Road" as a covenant which shall run with the land.

NOW THEREFORE, the party hereto does hereby covenant and agrees as follows:

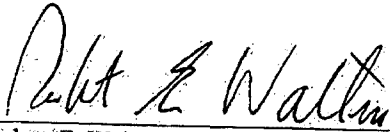
1. Incorporation of Whereas Clauses: The above recitals are hereby incorporated by reference hereto as if restated herein.
2. Road Maintenance. The party hereto, which includes the owner of 12 Hester Lane, Beaufort, SC 29907 covenants and agrees to maintain that portion of Hester Lane from their property to Lost Island Road.
3. Binding Effect. The agreements set forth in this Agreement shall run with and burden above-described property and shall insure to the benefit of, and be binding upon heirs, successors and assigns of the party hereto, including their tenants, invitees, and guests. Furthermore, the agreement shall remain in full force and effect and shall be unaffected by any change in ownership of the above-described property or by an change of use of the above-described property or other circumstances except as otherwise expressly provided in this Agreement. Each of the rights created under this Agreement shall be specifically enforceable in a court of equity, the party hereto recognizing and agreeing that damages at law will be inadequate.
4. Miscellaneous. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. This agreement contains the entire agreement of the party hereto with respect to the subject matter hereof and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force of effect. The Agreement may not be modified except by written modification executed by the party hereto. In the event the party hereto must bring legal action to enforce the terms of this Agreement, the prevailing party in such action, suit, or arbitration shall be entitled to collect from the non-prevailing party all

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reasonable attorney's fees and court costs actually incurred, both prior to and on appeal. This Agreement may be executed in counterparts.



Robert E. Walters Jr

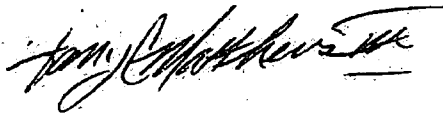
IN WITNESS WHEREOF, the party hereto has caused the Agreement to be executed on the date above stated.

WITNESS



STATE OF SOUTH CAROLINA)

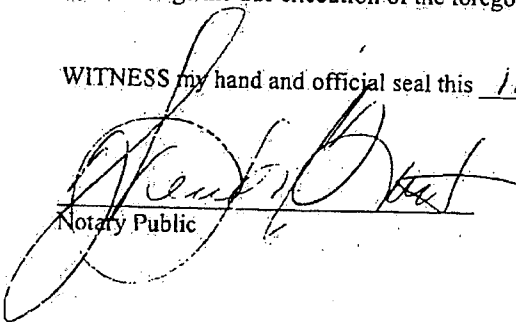
COUNTY OF BEAUFORT)



ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Robert E. Walters Jr. personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal this 11th day of September 2013.


Notary Public

Aug 19, 2015
My Commission Expires

Bonnie Reed

From: Eric Klatt [eklatt@bcgov.net]
Sent: Tuesday, February 11, 2014 12:04 PM
To: 'bonnie@beaufortlending.com'
Subject: Hester Lane

To whom it may concern:

Please be advised that Hester Lane on Lady's Island, Beaufort County, South Carolina, is a private road. It is neither owned nor maintained by Beaufort County or the S.C. Dept. of Transportation.

Eric W. Klatt
Right-Of-Way Manager
Beaufort County Engineering Division
P.O. Drawer 1228
Beaufort, SC 29901-1228
(843) 255-2698

**PLAINTIFF'S
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HESTER LG

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PLAINTIFF'S
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Moody

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

BENJAMIN GECY,
Plaintiff,

vs.

CIVIL ACTION NUMBER
2011-CP-07-1778

SOUTH CAROLINA BANK & TRUST,
JAIME HAMNER AND DEBORAH HAMNER,
Defendants.

COPY

-----/

The deposition of FRAMPTON HARPER, a
witness in the above-entitled cause, taken
pursuant to Notice and agreement, before Kyle J.
Saniga, Certified Court Reporter and Notary
Public, at the Offices of GMC Mortgage, 1857
Ribaut Road, Port Royal, South Carolina, on the
12th day of February 2014, commencing at or
about the hour of 10:45 a.m.

COASTAL COURT REPORTING & VIDEO SERVICES
POST OFFICE BOX 7349 HILTON HEAD, SOUTH CAROLINA 29938
HILTON HEAD - BEAUFORT - SAVANNAH
843-785-7739 - FAX 843-785-5837

1257

1
2 APPEARANCES OF COUNSEL:

3 PRO SE:

4 BENJAMIN GECY
5 GMC Mortgage Services
6 1857 Ribaut Road
7 Port Royal, South Carolina 29935
8 ben@beaufortlending.com
9 843.441.0668

10 FOR THE DEFENDANT SOUTH CAROLINA BANK and
11 TRUST:

12 THOMAS A. HOLLOWAY, ESQUIRE
13 Harvey & Battey, PA
14 1001 Craven Street
15 Beaufort, South Carolina 29902
16 tholloway@harveyandbattey.com
17 843.524.3109

18 FOR THE DEFENDANTS JAIME AND DEBORAH HAMNER:

19 JAMES J. WEGMANN, ESQUIRE
20 Mikell, Weidner, Wegmann & Harper, LLC
21 6 Professional Village Circle
22 Beaufort, South Carolina 29907
23 wegmannj@beaufortlaw.com
24 843.521.0004

25 I N D E X

	<u>PAGE</u>
EXHIBIT INDEX -----	3
OPENING REMARKS AND STIPULATIONS -----	4
DIRECT EXAMINATION:	
By Mr. Gecy -----	4
CERTIFICATE -----	71

CERTIFICATE

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

COASTAL COURT REPORTING & VIDEO SERVICES
POST OFFICE BOX 7349 HILTON HEAD, SOUTH CAROLINA 29938
HILTON HEAD - BEAUFORT - SAVANNAH
843-785-7739 - FAX 843-785-5837

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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 2010
between, Buyer(s) Jaine + Deborah Hamner, (hereinafter called "BUYER"), and
Seller(s) Benjamin Gecy, (hereinafter called "SELLER"). The
property shall be deeded in the name(s) of Jaine + 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 DIA

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.

[Signature] BUYER ☒ BUYER ☐ SELLER [Signature] SELLER HAVE READ THIS PAGE

Form 330
PAGE 1 OF 5

**PLAINTIFF'S
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for 2 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 ☒ SELLER ☐ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

Form 330

PAGE 3 OF 5

1263

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

Form 330

PAGE 4 OF 5

1264

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®.



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 Bep 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 C. Hamm

Date 3/5/10

Time _____

WITNESS: [Signature]

Date 3/5/10

Time _____

SELLER: [Signature]

Date 3/2/10

Time 5:05 P

WITNESS: [Signature]

Date 3/5/10

Time _____

SELLER: _____

Date _____

Time _____

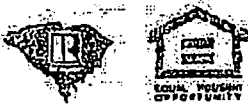
WITNESS: _____

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®.

1266



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 Sq ft 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 \$ 150,900
one hundred fifty thousand nine hundred **/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.

JA BUYER, DB BUYER, ☐ SELLER ☒ SELLER HAVE READ THIS PAGE

Form 335
PAGE 1 OF 6

PLAINTIFF'S
EXHIBIT

10
HAMNER

DEFENDANT'S
EXHIBIT
5

1267

Gecy00146

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

Buyers 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, Buyer BUYER, [] SELLER, Seller SELLER HAVE READ THIS PAGE

Form 335
PAGE 2 OF 6

1268

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, *[Signature]* SELLER, *[Signature]* SELLER HAVE READ THIS PAGE

1269

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: (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.

BUYER, [X] BUYER, [] SELLER, [X] SELLER HAVE READ THIS PAGE.

Form 335
PAGE 4 OF 6

1270

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. **Magan'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 Buyer 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 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 price.

BUYER, SELLER, SELLER HAVE READ THIS PAGE

1271

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 Hamm

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 ☒ 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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[Signature]

BUYER, ☒ BUYER, ☐ SELLER, ☐ SELLER HAVE READ THIS PAGE

Form 335
PAGE 6 OF 6

1272

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 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).

Deborah L. Hamner Borrower Jan R. Hamner Co-Borrower

TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage ☐ VA ☒ Conventional ☐ Other (explain): _____
 Applied for: ☐ FHA ☐ USDA/Rural ☐ Housing Service Agency Case Number _____ Lender Case Number _____

Amount \$ 305,800.00 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). Year Built _____
 See Preliminary Title Report

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 Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date)

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain):
 Equity On Pending Sale

BORROWER INFORMATION

Borrower's Name (Include Jr. or Sr. if applicable)
 Deborah L. Hamner Co-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 Co-Borrower) no. _____ ages _____
☐ Separated ☐ Separated

Present Address (street, city, state, ZIP) ☒ Own ☐ Rent No. Yrs. 8Y6M
 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. 4Y
 PSC 557 Box 1443 Fpo, AP 98379

EMPLOYMENT INFORMATION

Name & Address of Employer ☐ Self Employed Yrs. on this job 15Y
 U.S. Marine Corps 6th MCD, MCRD Parris Island Beaufort, SC 29905 Yrs. employed in this line of work/profession 15

Position/Title/Type of Business
 Gunnery Sgt E7 Business Phone (incl. area code) 843-228-2090

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) _____ Monthly Income \$ _____
 Position/Title/Type of Business Business Phone (incl. area code) _____
 Name & Address of Employer ☐ Self Employed Dates (from-to) _____ Monthly Income \$ _____
 Position/Title/Type of Business Business Phone (incl. area code) _____

SCBT, National Association

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income	\$ 3,859.60	\$ 4,086.70	\$ 7,946.20	Rent	\$	\$
Overtime				First Mortgage (P&I)	\$118.00	\$ 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)	\$ 1,476.87	\$ 1,832.87	\$ 3,308.74	Homeowner Assn. Dues		
Total	\$ 6,336.37	\$ 5,918.57	\$ 11,253.94	Other	\$ 1,084.00	\$ 1,633.76

* 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

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

1274

SCBT, National Association

VI ASSETS AND LIABILITIES (cont.)								
Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)								
Property Address (enter 8 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 8FR	\$ 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 Name	Creditor Name	Account Number
----------------	---------------	----------------

VII DETAILS OF TRANSACTION		VIII DECLARATIONS			
a. Purchase Price	\$ 306,900.00	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.		Borrower Co-Borrower	
b. Alterations, improvements, repairs				Yes No	Yes No
c. Land (if acquired separately)		a. Are there any outstanding judgments against you?		☐ ☒	☐ ☒
d. Refinance (incl. debts to be paid off)		b. Have you been declared bankrupt within the past 7 years?		☐ ☒	☐ ☒
e. Estimated prepaid items	2,430.62	c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?		☐ ☒	☐ ☒
f. Estimated closing costs	6,326.76	d. Are you a party to a lawsuit?		☐ ☒	☐ ☒
g. PMI, MIP, Funding Fee		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, manufactured (mobile) 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.)		☐ ☒	☐ ☒
h. Discount (if Borrower will pay)		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.		☐ ☒	☐ ☒
i. Total costs (add items a through h)	315,657.37	g. Are you obligated to pay alimony, child support, or separate maintenance?		☐ ☒	☐ ☒
j. Subordinate financing		h. Is any part of the down payment borrowed?		☐ ☒	☐ ☒
k. Borrower's closing costs paid by Seller		i. Are you a co-maker or endorser on a note?		☐ ☒	☐ ☒
l. Other Credits (explain)		j. Are you a U.S. citizen?		☒ ☐	☒ ☐
Total Other Paid CC	3,000.00	k. Are you a permanent resident alien?		☐ ☒	☐ ☒
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	306,900.00	l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.		☒ ☐	☒ ☐
n. PMI, MIP, Funding Fee financed		m. Have you had an ownership interest in a property in the last three years?		☒ ☐	☒ ☐
o. Loan amount (add m & n)	306,900.00	(1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)?		PR	PR
p. Cash from / to Borrower (subtract j, k, l & o from i)	5,787.37	(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 the 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 that I have made on 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, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are 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 servicers, 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 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-Borrower's Signature	Date
x Deborah Hamner	2/13/16	x [Signature]	2/13/16

X 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 this 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 the 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	CO-BORROWER
☐ I do not wish to furnish this information.	☐ I do not wish to furnish this information.
Ethnicity: ☐ Hispanic or Latino ☒ Not Hispanic or Latino	Ethnicity: ☐ Hispanic or Latino ☒ Not Hispanic or Latino
Race: ☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☒ White ☐ Native Hawaiian or Other Pacific Islander	Race: ☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☒ White ☐ Native Hawaiian or Other Pacific Islander
Sex: ☒ Female ☐ Male	Sex: ☐ Female ☒ Male

To be Completed by Interviewer	Name and Address of Interviewer's Employer
This application was taken by: Doug Jacobs	SCBT, National Association
☒ Face-to-face interview ☐ Mail ☐ Telephone ☐ Internet	169 Sea Island Parkway Ladys Island, SC 29907 (P) 800-277-2175 (F) 843-621-6666
Interviewer's Signature: [Signature]	
Interviewer's Phone Number (incl. area code): 843-621-5607	

1275

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
Co-Borrower:
James R. Hamner

Agency Case Number:
Lender Case Number:

[Large handwritten mark, possibly a stylized 'Z' or '7', with a horizontal line crossing it.]

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 Deborah L. Hamner	2/13/10	x James R. Hamner	2/13/10

1276

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 4.851 %	E \$ 282,423.87	E \$ 302,942.00	E \$ 666,365.87

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	1,278.76	04/01/2010			
347	1,580.51	04/01/2011			
1	1,583.80	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

JRH

2/13/10

1277

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: 5.000 %	
		Loan Number: 30231002026179	
Loan Amount		Prepaid Finance Charges	
\$ 306,900.00		\$ 3,958.00	
		Amount Financed	
		\$ 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	5.00	
	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 15 days @ \$42.0411		\$ 630.52
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
1108	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



OMB Approval No. 2502-0285

[illegible]

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.

1279

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

RTT 04/03 Rev. 05/08

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).

Deborah Hamner Borrower Jaime R. Hamner Co-Borrower
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

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 Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date)
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain) Equity On Pending Sale

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 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) Dependents (not listed by Borrower) no. ages
☐ Separated ☐ Separated

Present Address (street, city, state, ZIP) ☒ Own ☐ Rent No. Yrs. 11 Southern Magnolia Drive 8Y6M Beaufort, SC 29907
Present Address (street, city, state, ZIP) ☒ Own ☐ Rent No. Yrs. 11 Southern Magnolia Drive 8Y6M 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 4Y Fpo, AP 96379
Former Address (street, city, state, ZIP) ☐ Own ☒ Rent No. Yrs. PSC 667 Box 1443 4Y Fpo, AP 96379

Borrower's Employment Information

Name & Address of Employer ☐ Self Employed Yrs. on this job 15Y Yrs. employed in this line of work/profession 15
U.S. Marine Corps 6th MCD, MCRD Parris Island Beaufort, SC 29905
Name & Address of Employer ☐ Self Employed Yrs. on this job 18Y Yrs. employed in this line of work/profession 18
U.S. Marine Corps H&S Bn, Band, MCRD Parris Island Beaufort, SC 29905

Position/Title/Type of Business Business Phone (incl. area code) Gunnery Sgt E7 843-228-2090
Position/Title/Type of Business Business Phone (incl. area code) Gunnery Sgt E7 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) Monthly Income \$
Name & Address of Employer ☐ Self Employed Dates (from-to) 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) Monthly Income \$
Name & Address of Employer ☐ Self Employed Dates (from-to) Monthly Income \$

Position/Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code)

1281

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*	\$ 3,869.50	\$ 4,086.70	\$ 7,945.20	Rent	\$	
Overtime				First Mortgage (P&I)	\$ 918.00	\$ 1,331.67
Bonuses				Other Financing (P&I)	168.00	
Commissions				Hazard Insurance		150.00
Dividends/Interest				Real Estate Taxes		105.00
Net Rental Income				Mortgage Insurance		
Other (before completion, see the notice to describe other income, below)	1,475.87	1,832.87	3,308.74	Homeowner Assn. Dues		
Total	\$ 6,335.37	\$ 5,918.57	\$ 11,253.94	Other:	\$ 1,084.00	\$ 1,586.67

* 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

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.	\$ 9,000.00		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 610 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 22116	0	
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 22116	0	
Acct. no.	\$ 27,000.00		Acct. no.		
Stocks & Bonds (Company name/number & description)			NAVY FCU	\$ 177.00	\$ 8,816.00
			620 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	0	
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	46	
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 n.	\$ 239,000.00		Net Worth	\$ 78,318.00	Total Liabilities b. \$ 163,682.00

1282

SCBT, National Association

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 Mortgage & 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 Name	Creditor Name	Account Number

VI. DETAILS OF TRANSACTION		VII. DECLARATIONS	
a. Purchase Price	\$ 319,600.00	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	
b. Alterations, improvements, repairs		Borrower	Co-Borrower
c. Land (if acquired separately)		Yes	No
d. Refinance (incl. debts to be paid off)		Yes	No
e. Estimated prepaid items	656.71	Yes	No
f. Estimated closing costs	6,453.75	Yes	No
g. PMI, MIP, Funding Fee		Yes	No
h. Discount (if Borrower will pay)		Yes	No
i. Total costs (add items a through h)	326,710.46	Yes	No
j. Subordinate financing		Yes	No
k. Borrower's closing costs paid by Seller		Yes	No
l. Other Credits (explain)		Yes	No
Total Other Paid CC	3,000.00	Yes	No
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	319,600.00	Yes	No
n. PMI, MIP, Funding Fee financed		Yes	No
o. Loan amount (add m & n)	319,600.00	Yes	No
p. Cash from / to Borrower (subtrd j, k, l & o from l)	4,110.46	Yes	No
		PR	PR
		SP	SP

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 that I have made on 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, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are 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 servicers, 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: x Deborah L. Hamner Date: 3/2/10 Co-Borrower's Signature: x [Signature] Date: 3/2/10

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a housing 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 the 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		CO-BORROWER	
I do not wish to furnish this information.		I do not wish to furnish this information.	
Ethnicity:	☐ Hispanic or Latino ☒ Not Hispanic or Latino	Ethnicity:	☐ Hispanic or Latino ☒ Not Hispanic or Latino
Race:	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☒ White ☐ Native Hawaiian or Other Pacific Islander	Race:	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☒ White ☐ Native Hawaiian or Other Pacific Islander
Sex:	☒ Female ☐ Male	Sex:	☐ Female ☒ Male
To be Completed by Interviewer	Interviewer's Name (print or type) <u>Doug Jacobs</u> Interviewer's Signature <u>[Signature]</u> Interviewer's Phone Number (incl. area code) <u>843-521-5607</u>	Name and Address of Interviewer's Employer <u>SCBT, National Association</u> <u>199 Sea Island Parkway</u> <u>Ladys Island, SC 29907</u> (P) 800-277-2175 (F) 843-521-5685	

1283

SCBT, National Association

Continuation Sheet/Residential Loan Application

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

Всего:

Deborah L. Hamner

Co-Borrower:

Jaime 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.		

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:

Date _____

3/2/10

Co-Borrower's Signature

X	C	A
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1. **Da**

3	2	10
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1284

**Good Faith Estimate (GFE)**

Name of Originator SCBT National Association Doug Jacobs	Borrower Deborah L. Hammer Jaime R. Hammer
Originator Address 189 Sea Island Parkway Lady's Island, SC 29907	Property Address 10 Marsdin Lane Beaufort, SC 29907
Originator Phone Number 843-521-5607	Date of GFE 03/02/2010
Originator Email doug.jacobs@scbtonline.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 **03/21/2010**.
- 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 is	\$ 319,600.00
Your loan term is	30 years
Your initial interest rate is	5.000 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 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**.

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

☐ Yes, you have an escrow account. You may not be covered for these charges. Ask us.

Summary of your settlement charges

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

**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.		3,621.00
2. Your credit or charge (points) for the specific interest rate chosen ☒ The credit or charge for the interest rate of <u>5.000</u> % is included in our origination charges (See item 1 above). ☐ You receive a credit of \$_____ for this interest rate of _____%. This credit reduces your settlement charges. ☐ You pay a charge of \$_____ for this interest rate of _____%. This charge (points) increases your total settlement charges. The tradeoff table 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		\$ 3,621.00
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 Service Charge Appraisal Fee 450.00 Flood Certification 14.00 Construction Inspection Fee 375.00		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 Service Charge Escrow Fee 35.00 Recording Fee 35.00 Transfer Taxes 35.00 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 _____.		35.00
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 _____.		
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>43,780.81</u> per day for <u>15</u> days in your settlement is _____.		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 _____ Amount _____ Charge _____		
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.)

Those charges cannot increase at settlement:	The total of those charges can increase up to 10% at settlement:	Those charges can change at settlement:
- Our origination charge - Your credit or charge (points) for the specific 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 for the 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 - Homeowners 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 first 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	\$	\$

* 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				
First monthly amount owed				
Rate lock period				
Cost of interest rate lock				
Cost of loan balance				
Cost of monthly amount owed				
Government recording charges				
Balance payable at settlement				
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: 30231002026179	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 \$ 315,616.00	E \$ 688,769.19

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	1,331.67	04/01/2010			
\$47	1,649.92	04/01/2011			
1	1,644.81	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 \$ 78.33 / 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	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: Deborah L. Hamner
 Borrower Date
Jaime R. Hamner
 Co-borrower
 Signature

3/2/10
Date

1288

**A. Settlement Statement (HUD-1)**

B. Type of Loan:			8. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
1. ☐ FHA	2. ☐ RHS	3. ☒ Conv. Unins.		30231002026179	
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 Jaime 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 Lady's Island, SC 29907	
G. Property Location: 10 Meredith Lane Beaufort, SC 29907		H. Settlement Agent:		I. Settlement Date: 03/08/2010	
		Place of Settlement:			

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100	Gross Amount Due from Borrower	200	Gross Amount Due to Seller
101	Contract Sales Price	201	Contract Sales Price
102	Broker's Commission	202	Broker's Commission
103	Settlement Charge to Borrower (100-101-102)	203	Settlement Charge to Seller (200-201-202)
104	Other Charges to Borrower	204	Other Charges to Seller
105	Net Amount Due from Borrower	205	Net Amount Due to Seller
106	Amount of Cash to be Paid by Borrower	206	Amount of Cash to be Paid by Seller
107	Amount of Cash to be Paid by Seller	207	Amount of Cash to be Paid by Borrower
108	Amount of Cash to be Paid by Seller	208	Amount of Cash to be Paid by Seller
109	Amount of Cash to be Paid by Seller	209	Amount of Cash to be Paid by Seller
110	Amount of Cash to be Paid by Seller	210	Amount of Cash to be Paid by Seller
111	Amount of Cash to be Paid by Seller	211	Amount of Cash to be Paid by Seller
112	Amount of Cash to be Paid by Seller	212	Amount of Cash to be Paid by Seller
113	Amount of Cash to be Paid by Seller	213	Amount of Cash to be Paid by Seller
114	Amount of Cash to be Paid by Seller	214	Amount of Cash to be Paid by Seller
115	Amount of Cash to be Paid by Seller	215	Amount of Cash to be Paid by Seller
116	Amount of Cash to be Paid by Seller	216	Amount of Cash to be Paid by Seller
117	Amount of Cash to be Paid by Seller	217	Amount of Cash to be Paid by Seller
118	Amount of Cash to be Paid by Seller	218	Amount of Cash to be Paid by Seller
119	Amount of Cash to be Paid by Seller	219	Amount of Cash to be Paid by Seller
120	Total Cash to be Paid by Borrower	220	Total Cash to be Paid by Seller
121	Amount of Cash to be Paid by Borrower	221	Amount of Cash to be Paid by Seller
122	Amount of Cash to be Paid by Borrower	222	Amount of Cash to be Paid by Seller
123	Amount of Cash to be Paid by Borrower	223	Amount of Cash to be Paid by Seller
124	Amount of Cash to be Paid by Borrower	224	Amount of Cash to be Paid by Seller
125	Amount of Cash to be Paid by Borrower	225	Amount of Cash to be Paid by Seller
126	Amount of Cash to be Paid by Borrower	226	Amount of Cash to be Paid by Seller
127	Amount of Cash to be Paid by Borrower	227	Amount of Cash to be Paid by Seller
128	Amount of Cash to be Paid by Borrower	228	Amount of Cash to be Paid by Seller
129	Amount of Cash to be Paid by Borrower	229	Amount of Cash to be Paid by Seller
130	Amount of Cash to be Paid by Borrower	230	Amount of Cash to be Paid by Seller
131	Amount of Cash to be Paid by Borrower	231	Amount of Cash to be Paid by Seller
132	Amount of Cash to be Paid by Borrower	232	Amount of Cash to be Paid by Seller
133	Amount of Cash to be Paid by Borrower	233	Amount of Cash to be Paid by Seller
134	Amount of Cash to be Paid by Borrower	234	Amount of Cash to be Paid by Seller
135	Amount of Cash to be Paid by Borrower	235	Amount of Cash to be Paid by Seller
136	Amount of Cash to be Paid by Borrower	236	Amount of Cash to be Paid by Seller
137	Amount of Cash to be Paid by Borrower	237	Amount of Cash to be Paid by Seller
138	Amount of Cash to be Paid by Borrower	238	Amount of Cash to be Paid by Seller
139	Amount of Cash to be Paid by Borrower	239	Amount of Cash to be Paid by Seller
140	Amount of Cash to be Paid by Borrower	240	Amount of Cash to be Paid by Seller
141	Amount of Cash to be Paid by Borrower	241	Amount of Cash to be Paid by Seller
142	Amount of Cash to be Paid by Borrower	242	Amount of Cash to be Paid by Seller
143	Amount of Cash to be Paid by Borrower	243	Amount of Cash to be Paid by Seller
144	Amount of Cash to be Paid by Borrower	244	Amount of Cash to be Paid by Seller
145	Amount of Cash to be Paid by Borrower	245	Amount of Cash to be Paid by Seller
146	Amount of Cash to be Paid by Borrower	246	Amount of Cash to be Paid by Seller
147	Amount of Cash to be Paid by Borrower	247	Amount of Cash to be Paid by Seller
148	Amount of Cash to be Paid by Borrower	248	Amount of Cash to be Paid by Seller
149	Amount of Cash to be Paid by Borrower	249	Amount of Cash to be Paid by Seller
150	Amount of Cash to be Paid by Borrower	250	Amount of Cash to be Paid by Seller
151	Amount of Cash to be Paid by Borrower	251	Amount of Cash to be Paid by Seller
152	Amount of Cash to be Paid by Borrower	252	Amount of Cash to be Paid by Seller
153	Amount of Cash to be Paid by Borrower	253	Amount of Cash to be Paid by Seller
154	Amount of Cash to be Paid by Borrower	254	Amount of Cash to be Paid by Seller
155	Amount of Cash to be Paid by Borrower	255	Amount of Cash to be Paid by Seller
156	Amount of Cash to be Paid by Borrower	256	Amount of Cash to be Paid by Seller
157	Amount of Cash to be Paid by Borrower	257	Amount of Cash to be Paid by Seller
158	Amount of Cash to be Paid by Borrower	258	Amount of Cash to be Paid by Seller
159	Amount of Cash to be Paid by Borrower	259	Amount of Cash to be Paid by Seller
160	Amount of Cash to be Paid by Borrower	260	Amount of Cash to be Paid by Seller
161	Amount of Cash to be Paid by Borrower	261	Amount of Cash to be Paid by Seller
162	Amount of Cash to be Paid by Borrower	262	Amount of Cash to be Paid by Seller
163	Amount of Cash to be Paid by Borrower	263	Amount of Cash to be Paid by Seller
164	Amount of Cash to be Paid by Borrower	264	Amount of Cash to be Paid by Seller
165	Amount of Cash to be Paid by Borrower	265	Amount of Cash to be Paid by Seller
166	Amount of Cash to be Paid by Borrower	266	Amount of Cash to be Paid by Seller
167	Amount of Cash to be Paid by Borrower	267	Amount of Cash to be Paid by Seller
168	Amount of Cash to be Paid by Borrower	268	Amount of Cash to be Paid by Seller
169	Amount of Cash to be Paid by Borrower	269	Amount of Cash to be Paid by Seller
170	Amount of Cash to be Paid by Borrower	270	Amount of Cash to be Paid by Seller
171	Amount of Cash to be Paid by Borrower	271	Amount of Cash to be Paid by Seller
172	Amount of Cash to be Paid by Borrower	272	Amount of Cash to be Paid by Seller
173	Amount of Cash to be Paid by Borrower	273	Amount of Cash to be Paid by Seller
174	Amount of Cash to be Paid by Borrower	274	Amount of Cash to be Paid by Seller
175	Amount of Cash to be Paid by Borrower	275	Amount of Cash to be Paid by Seller
176	Amount of Cash to be Paid by Borrower	276	Amount of Cash to be Paid by Seller
177	Amount of Cash to be Paid by Borrower	277	Amount of Cash to be Paid by Seller
178	Amount of Cash to be Paid by Borrower	278	Amount of Cash to be Paid by Seller
179	Amount of Cash to be Paid by Borrower	279	Amount of Cash to be Paid by Seller
180	Amount of Cash to be Paid by Borrower	280	Amount of Cash to be Paid by Seller
181	Amount of Cash to be Paid by Borrower	281	Amount of Cash to be Paid by Seller
182	Amount of Cash to be Paid by Borrower	282	Amount of Cash to be Paid by Seller
183	Amount of Cash to be Paid by Borrower	283	Amount of Cash to be Paid by Seller
184	Amount of Cash to be Paid by Borrower	284	Amount of Cash to be Paid by Seller
185	Amount of Cash to be Paid by Borrower	285	Amount of Cash to be Paid by Seller
186	Amount of Cash to be Paid by Borrower	286	Amount of Cash to be Paid by Seller
187	Amount of Cash to be Paid by Borrower	287	Amount of Cash to be Paid by Seller
188	Amount of Cash to be Paid by Borrower	288	Amount of Cash to be Paid by Seller
189	Amount of Cash to be Paid by Borrower	289	Amount of Cash to be Paid by Seller
190	Amount of Cash to be Paid by Borrower	290	Amount of Cash to be Paid by Seller
191	Amount of Cash to be Paid by Borrower	291	Amount of Cash to be Paid by Seller
192	Amount of Cash to be Paid by Borrower	292	Amount of Cash to be Paid by Seller
193	Amount of Cash to be Paid by Borrower	293	Amount of Cash to be Paid by Seller
194	Amount of Cash to be Paid by Borrower	294	Amount of Cash to be Paid by Seller
195	Amount of Cash to be Paid by Borrower	295	Amount of Cash to be Paid by Seller
196	Amount of Cash to be Paid by Borrower	296	Amount of Cash to be Paid by Seller
197	Amount of Cash to be Paid by Borrower	297	Amount of Cash to be Paid by Seller
198	Amount of Cash to be Paid by Borrower	298	Amount of Cash to be Paid by Seller
199	Amount of Cash to be Paid by Borrower	299	Amount of Cash to be Paid by Seller
200	Amount of Cash to be Paid by Borrower	300	Amount of Cash to be Paid by Seller

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.

1290

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:

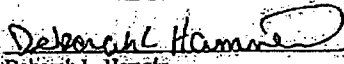
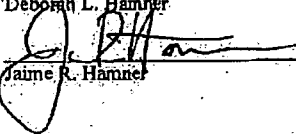
FIRST AMERICAN FLOOD DATA SERVICES
11902 BURNET RD.
AUSTIN, TX 78758
1-800-447-1772

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

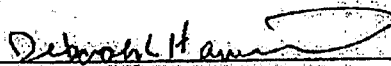
This notice to you as required by the Right to Financial Privacy Act of 1978 states that the Department of Housing and Urban Development or Veterans Administration has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance 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.

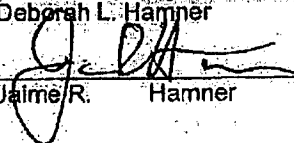
EMPLOYMENT CERTIFICATION

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


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."

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) 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.

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.

3) Anticipated Closing Date Uncertain:

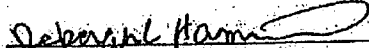
If your loan application is for a construction loan, construction-permanent loan, pre-approval, or if your contract closing date is in excess of 90 days you may be unable to "Price-Protect" at this time. If your application is for a construction loan, it is your responsibility to notify your loan officer 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

3/2/10
Date


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 Tootle

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 C. Ham

Applicant's Signature

3/2/10
Date[Signature]

Applicant's Signature

3/2/10
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: 11/11

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.

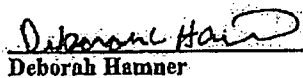
Check the appropriate box under "Servicing Transfer Information."

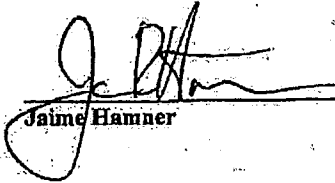
Servicing Transfer Information

- ☒ 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.

 3/2/10
Deborah Hamner Date

 3/2/10
Jaime Hamner Date

01/10

1296

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 B
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.

S 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. Hawn
Applicant's Signature

3/2/10
Date

[Signature]
Applicant's Signature

3/2/10
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):

DLH 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

Jamie R. Hamner
Jamie R. Hamner

3/2/10
Date

3/2/11
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

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):

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

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 Jaime R. Hamner 11 Southern Magnolia Drive Beaufort, SC 29907	Lender Name and Address: SCBT, National Association 189 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: 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: Jaime R. Hamner Score: 0856 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.

1300

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: Jaime R. Hamner Score: 00831 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 Beacon 5.0
Range of Possible Scores: 300 to 850

Borrower

Name: Deborah L. Hamner Score: 00654 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: Jaime R. Hamner Score: 00842 Date: 02/13/2010

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

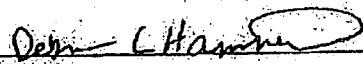
TIME ON DELINQUENCY IS TOO RECENT OR UNKNOWN

PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS

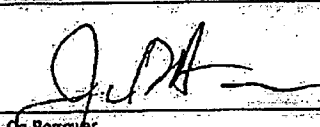
NUMBER OF ACCOUNTS WITH DELINQUENCY

FACTA: Address Discrepancy - NO SUBSTANTIAL DIFFERENCE OCCURRED.

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



3/2/10



3/2/10

Borrower
Deborah L. Hamner

Date

Co-Borrower
Jaime R. Hamner

Date

Equifax
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

1301

Request for Transcript of Tax Return

OMB No. 1545-1872

Department of the Treasury
Internal Revenue Service

▶ 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 filed in line 6 and line 8 before signing. Sign and date the form once you have filed 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) 	Date 1/3/2/10	Telephone number of taxpayer on line 1a or 2a
	Title of line 1a above is a corporation, partnership, estate, or trust		
	Spouse's Signature 	Date 1/3/2/10	

1302

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 RAIVS teams, send your request to the team based on the address of your most recent return.

Automated transcript request. You can call 1-800-828-1040 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:

Florida, Georgia, North Carolina, South Carolina

Mail or fax to the "Internal Revenue Service" at:

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 8716 AUSC
Austin, TX 73301
512-450-2272

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 37106
Fresno, CA 93888

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
816-292-6102

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

Mail or fax to the "Internal Revenue Service" at:

RAIVS Team
P.O. Box 6941
Mail Stop 6734
Ogden, UT 84409

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

801-620-6922
RAIVS Team
P.O. Box 145500
Stop 2800 F
Cincinnati, OH 45250

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 8. 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 8.

All others. See Internal Revenue Code section 6103(a) 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.

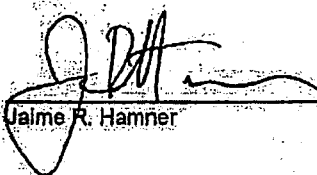
The information the Lender obtains is only to be used in the processing of my mortgage application or post closing audit of my mortgage loan.

* * * * *

BY:


Deborah L. Hamner

3/2/10
Date


Jaime R. Hamner

3/2/10
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

1304

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

1305

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

~~1307~~

1307

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. D. Hamner
Applicant

Revision Date 01/19/2007

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

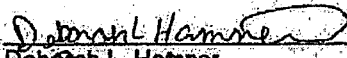
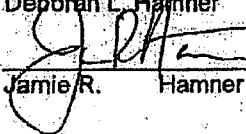
This notice to you as required by the Right to Financial Privacy Act of 1978 states that the Department of Housing and Urban Development or Veterans Administration has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance 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

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."

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

Applicant: Deborah L. Hamner	Loan Amount: \$306,900.00
Co-applicant: Jamie R. Hamner	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.

DLH, JH **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

J. R. Hamner
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

2/13/11
Date

[Signature]
Applicant's Signature

2/13/11
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 THIS 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 2/13/10
Deborah Hamner Date

Jamie Hamner 2/13/10
Jamie Hamner Date

01/10.

1312

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 Hamner 2/13/10
Applicant's Signature Date

[Signature] 2/13/10
Applicant's Signature Date

1313

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):

DLB/gu

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. Hammer
Deborah L. Hammer
Jamie R. Hammer
Jamie R. Hammer

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."

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
189 Sea Island Parkway
Ladys Island, SC 29907

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: 6688

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.

1315

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: 00864

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: 00831

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: 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: Jamie R. Hamner

Score: 00842

Date: 02/13/2010

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

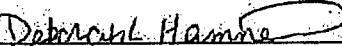
TIME ON DELINQUENCY IS TOO RECENT OR UNKNOWN

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.

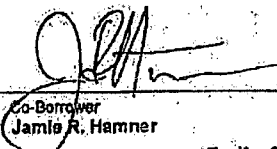
We have received a copy of this Credit Score Information Disclosure.



2/13/10

Borrower
Deborah L. Hamner

Date



2/13/10

Co-Borrower
Jamie R. Hamner

Date

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

1316

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 # [REDACTED]
SSN: [REDACTED]
Phone: Home: 843-470-5985 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 # [REDACTED]
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

1317

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 98379	
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 filed 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. ☐

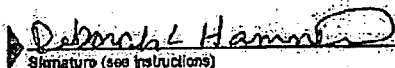
Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

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.

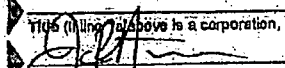
Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax 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.

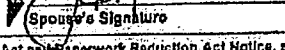
Telephone number of taxpayer on line 1a or 2a

Sign
Here


Signature (see instructions)

12/13/10
Date


Title (if line 2a above is a corporation, partnership, estate, or trust)


Spouse's Signature

12/13/10
Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.
IRS 4506-T Transp Req 01 - 01/2010 - Encompass360™

Cat. No. 37697N

Form 4506-T (Rev. 1-2010)

1318

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
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

1320

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

Applicant

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. Harris
Borrower

2/13/10
Date

[Signature]
Borrower

2/13/10
Date

01/19/07

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FEB 23 2016

SC Court of Appeals

Certificate of Counsel

The undersigned certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



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January 25, 2016

Hilton Head Island, South Carolina.